

DATED

10 MAY

2021

(1) WARRINGTON BOROUGH COUNCIL

**(2) SATNAM MILLENNIUM LTD and SATNAM DEVELOPMENTS
LIMITED**

(3) THORNTON INVESTMENTS LIMITED

(4) BROOKLYN LIMITED

(5) AGGREGATE DEVELOPMENTS LIMITED

AND

(6) HOMES ENGLAND

DEED OF AGREEMENT

Section 106 Town and Country Planning Act 1990

in relation to land at

Peel Hall, Warrington

THIS DEED OF AGREEMENT is made on

10 MAY

2021

BETWEEN

- (1) **WARRINGTON BOROUGH COUNCIL** of Town Hall Warrington Cheshire (“the Council”);
- (2) **SATNAM MILLENNIUM LIMITED** (company registration 03685034) and **SATNAM DEVELOPMENTS LIMITED** (company registration 03053019) both of 17 Imperial Square Cheltenham Gloucestershire GL50 1QZ (“SATNAM”);
- (3) **THORNTON INVESTMENTS LIMITED** incorporated and registered in Guernsey with company number 61393 whose address for service is *DE* ~~INLUCA WEALTH SOLUTIONS~~, PO BOX 374, *DE* ~~CONNAUGHT~~ House, St Julian’s Avenue, St Peter Port, Guernsey, Channel Islands GY1 3YS;
- (4) **BROOKLYN LIMITED** incorporated and registered in Guernsey with company number 61400 whose address for service is *DE* ~~INLUCA WEALTH SOLUTIONS~~, PO BOX 374 *DE* ~~CONNAUGHT~~ House, St Julian’s Avenue, St Peter Port, Guernsey, Channel Islands GY1 3YS;
- (5) **AGGREGATE DEVELOPMENTS LIMITED** (company registration 03038734) of 17 Imperial Square Cheltenham Gloucestershire GL50 1QZ; and
- (6) **HOMES ENGLAND** of One Friargate Coventry CV1 2GN.

TOGETHER THE “PARTIES”

1. DEFINITIONS AND INTERPRETATIONS

“A49 Contribution”	means a sum of £50,000 for the A49 Works and such sums to be exclusively applied by the Council for the A49 Works;
“A49 Works”	<p>means those highway works to the A49/Winwick Road/Long Lane junction which includes:</p> <ul style="list-style-type: none"> • Controller reconfiguration/modification • MOVA supply and validation • Civils ducting and loop cutting • Traffic management;
“A50 Contribution”	means a sum of £90,000 for the A50 Works and such sums to be exclusively applied by the Council for the A50 Works;
“A50 Works”	<p>means those highway works to the A50/Hallfields Road junction which includes:</p> <ul style="list-style-type: none"> • Controller reconfiguration/modification • MOVA supply and validation • Civils ducting and loop cutting • Traffic management;
“Act”	means the Town and Country Planning Act 1990 as amended from time to time;
“Affordable Dwellings”	means the Dwellings within the Development and in connection with the Development to be Provided as Affordable Housing in accordance with the provisions of paragraph 1 of the Fourth Schedule in respect of the Affordable Dwellings within the Development and paragraph

	9 of the Fourth Schedule in respect of the Off-Site Affordable Housing Units;
“Affordable Housing”	means residential accommodation where the rent or price is reduced directly or indirectly by means of public or private subsidies such that it can be afforded by persons or households on incomes whose needs cannot be met by the open market;
“Affordable Housing Delivery Plan”	means a plan for the delivery of the Affordable Dwellings within the Development and in connection with the Development in the case of the Off-Site Affordable Housing Units to be submitted to and approved by the Council (and any amendments to such plan as may be agreed from time to time) containing the following: <ul style="list-style-type: none"> (a) the proposed quantum and distribution of Affordable Dwellings within the Phases of the Development; (b) where applicable, the proposed quantum and distribution of the Off-Site Affordable Housing Units; and (c) the proposed size, type and tenure mix of the: (i) Affordable Dwellings within the Phases of the Development; and where applicable (ii) the Off-Site Affordable Housing Units; such that the type and tenure of the Affordable Housing across the whole Development and the Off-Site Affordable Housing Units (when considered together as the complete provision of Affordable Housing for the Development) shall be in accordance with the Affordable Housing Tenure Mix;
“Affordable Housing Site”	means the premises at the junction of Barbauld Street and St Austin’s Lane, Warrington WA1 1HG as shown edged red on Plan 3;

<p>“Affordable Housing Tenure Mix”</p>	<p>means the following mix and proportion of tenure types in accordance with which the Affordable Dwellings shall be provided:</p> <ul style="list-style-type: none"> (a) 50% Affordable Rent Dwellings; and (b) 50% Intermediate Dwellings;
<p>“Affordable Rent Dwellings”</p>	<p>means the Affordable Dwellings to be let by Registered Providers to households who are eligible for social rented housing at a rent of no more than 80% of Open Market Rent (including service charges) SAVE THAT the rent charged for all such Affordable Dwellings may be increased annually by a proportion equivalent to an increase in the Index plus 1% for the relevant year or such other equivalent affordable rented tenure as may be agreed by the Council;</p>
<p>“Alternative Providers”</p>	<p>means an organisation approved by the Council whose main purpose is the letting and managing of housing;</p>
<p>“Approval”</p>	<p>means approval, agreement, consent, authority or expression of satisfaction by a Party or duly authorised person acting on their behalf following submission of the relevant plan, document, details, request or any other matter by another Party under the terms of this Deed and “Approve” shall be construed accordingly;</p>
<p>“Approved Details”</p>	<p>means all those details approved pursuant to Condition(s) which are relevant to that element of Public Open Space comprised in the Development and such details include (but are not limited to):</p> <ul style="list-style-type: none"> a) masterplan and design code; b) approved plans; c) phasing plan; d) Reserved Matters Approvals;

	<p>e) public open space scheme;</p> <p>f) sports strategy and scaled-plans; and</p> <p>g) agronomy reports;</p>
“Bus Infrastructure”	means such infrastructure to be installed within the Development as is necessary to deliver quality Number 20 Bus Service Extensions and/ or Number 25 Bus Service Extensions within the Development to include signs bus stops and passenger waiting facilities at suitable locations and bus priority measures where and if appropriate (which are to be agreed with the Owners and the Council);
“Bus Infrastructure Contribution”	means a financial contribution in the sum of £50,000 (fifty thousand pounds) indexed with reference to the Retail Price Index from the date of this Deed to the date of payment and to be paid strictly in accordance with the dates set out in paragraph 8 of the Fourth Schedule and to be applied by the Council to provide Bus Infrastructure;
“Certificate”	means a certificate from the Council or their appointed engineers to confirm the works are practically complete and of a satisfactory standard;
“Changing Facilities”	means floorspace within the Community Building (which may contain co-shared floorspace with such other uses) which shall be located in close proximity to the Sports Pitches to be laid out on the Council land within title CH609097 and such facilities to be sufficient to accommodate changing room facilities for a minimum of four and maximum of six full-size sports teams and shall include toilet/shower

	facilities and storage facilities where required and to be in accordance with the Football Foundation Changing Accommodation guidance and applicable specifications such design to be determined as part of Reserved Matters;
“Commencement Date”	means where used in relation to the Development or any specified part thereof the carrying out of any Material Operation in respect of the Development, Phase, the Homes England Land or such other part of the Development as may be specified and “Commencement of Development”, “Commence” and “Commenced” shall be construed accordingly;
“Community Building”	means a building to be used for community, leisure and sports-related uses up to a maximum gross internal floorspace of 700 metres squared GIA which shall be located in close proximity to the Sports Pitches to be laid out on the Council land within title CH609097 (the precise location and details of which to be determined as part of the Approved Details) and which shall include the Changing Facilities as part of its floorspace;
“Completion”	means the issue of a certificate of practical completion of the Development (or such part as may be specified) by the Owners’ architect or other project consultant appointed by the Owners and “Complete” and “Completed” shall be construed accordingly;
“Condition”	means a condition attached to the Planning Permission;
“Council’s Planning Obligations SPD”	means the Planning Obligations Supplementary Planning Document adopted by the Council in January 2017;
“Development”	means the development of the Site in accordance with the Planning

	Permission more particularly described in the Second Schedule;
“Dispute Resolution Procedure”	means the procedure set out in clause 12;
“Dwelling”	means any dwelling (including a house, flat or maisonette) constructed pursuant to the Planning Permission;
“Education Review”	means a review carried out pursuant to the Education Review Mechanism to determine the capacity of non-fee paying all-ability schools in the area the result of which will determine the level of Primary School Contribution or Off-Site Primary School Contribution (as applicable) for the Development and in respect of the Secondary School Contribution required per Phase;
“Education Review Mechanism”	means: <ul style="list-style-type: none"> (a) in respect of the Primary School Contribution or Off-Site Primary School Contribution (as applicable), a review carried out by an expert consultant (the identity of whom shall be agreed between the Owners and the Council or in the absence of agreement as determined in accordance with clause 12) to determine the capacity of non-fee paying all-ability primary schools within a 2-mile radius of the Development. This review will wherever possible, and where such evidence is reasonably and readily obtainable from public records, take into account inter alia all current Department for Education guidance and a projection as to capacity of the relevant schools within 2 miles of boundaries of the Site but not the Primary School (as applicable in the case of the Primary

School Contribution) based upon the number of live births within the catchment areas of the schools concerned and the current primary school capacity. The purpose of the review is to determine the extent of places available to children in the Development at those such primary schools taking into consideration other developments also in the immediate vicinity of such primary schools which are objectively considered highly likely to reach Occupation within 12 months of the carrying out of the review; and

(b) in respect of the Secondary School Contribution a review carried out by an expert consultant the identity of whom shall be agreed between the Owners and the Council to determine the capacity of non-fee paying all-ability secondary schools within a 3 miles radius of the boundaries of the Site. This review will wherever possible, and where such evidence is reasonably and readily obtainable from public records, take into account inter alia all current Department for Education guidance and a projection as to capacity of the relevant schools based upon the number of live births within the catchment areas of the schools concerned, and the current secondary school capacity. The purpose of the review is to determine the extent of places available to children in the Development at those such secondary schools taking into consideration other developments also in the immediate vicinity of such secondary schools which are objectively

	considered highly likely to reach Occupation within 24 months of the carrying out of the review;
“Financial Contribution”	means all financial payments made under this Deed pursuant to the obligations in the Deed including any financial contributions payable as set out in the approved (by the Council or as determined by the expert pursuant to clause 12 of this Deed) Off-Site Highways Mitigation Scheme;
“Force Majeure Event”	means fire, flood or other exceptionally adverse or inclement weather conditions, malicious damage, terrorist action, public health crisis (including epidemics and pandemics), decree of Government, Court Order or adverse legal proceedings, contractor insolvency, unforeseen exceptional site or ground conditions or other exceptional event, cause or circumstance outside the reasonable control of the Owners or their respective contractors or agents, and which adversely affects the ability of either to perform any obligation in relation to the works provided for in this Deed PROVIDED THAT the same could not reasonably have been avoided or provided against, is not due to negligence or default of the relevant party, and is mitigated against in accordance with the principles of common law to reduce any delay so far as reasonably practicable;
“Government Funding”	means any funding committed for the Primary School by the Department for Education or Education and Skills Funding Agency or such other public sector organisation;
“Health Centre”	means a new healthcare facility to be provided in Warrington within useable distance to the Development with the aspiration of combining

	existing health care services (located in Padgate and Fearnhead) and which demonstrably allows for a greater capacity of healthcare services to be offered than is currently existing for the benefit of the public and residents of the Development;
“Health Contribution”	means the sum of £925,000 (to be paid in instalments applicable to each Residential Phase in accordance with Paragraph 7 of the Fourth Schedule) for the purpose of providing or contributing towards a Health Centre or its future expansion or services;
“Homes England Land”	means the existing Mill Lane playing fields at the Eastern boundary of the Site and edged red on Plan 4 and registered at the date of this Deed at the Land Registry under title number CH442194;
“Income”	means: <p>(a) means in relation to the Number 20 Bus Service Extensions the contributions paid pursuant to Paragraph 8.2 of the Fourth Schedule towards Number 20 Bus Service Extensions, any additional financial income received (from users of the Number 20 Bus Service as a direct result of the Number 20 Bus Service Extensions) by the Council or Warrington’s Own Buses (or such other alternative provider as the case may be) in the year immediately preceding the year in which the relevant financial contribution is to be paid by the Owners pursuant to Paragraph 8.2 of the Fourth Schedule and the amount of income shall be calculated with reference to relevant evidence produced by the Council (or Warrington’s</p>

	<p>Own Buses or such other alternative provider as the case may be) following a request from the Owners to the Council (or Warrington's Own Buses or such other alternative provider as the case may be);</p> <p>(b) means in relation to the Number 25 Bus Service Extensions, the contributions paid pursuant to Paragraph 8.4 of the Fourth Schedule towards Number 25 Bus Service Extensions, any additional financial income received (from users of the Number 25 Bus Service as a direct result of the Number 25 Bus Service Extensions) by the Council or Warrington's Own Buses (or such other alternative provider as the case may be) in the year immediately preceding the year in which the relevant financial contribution is to be paid by the Owners pursuant to Paragraph 8.4 of the Fourth Schedule and the amount of income shall be calculated with reference to relevant evidence produced by the Council (or Warrington's Own Buses or such other alternative provider as the case may be) following a request from the Owners to the Council (or Warrington's Own Buses or such other alternative provider as the case may be);</p>
<p>"Intermediate Dwellings"</p>	<p>means any of the following:</p> <ul style="list-style-type: none"> (a) Shared Ownership Dwellings; (b) Intermediate Sale Dwellings; (c) Intermediate Rent Dwellings; and

		any other form of intermediate tenure as may be agreed by the Council, in particular having regard to any Affordable Housing tenure types as may be required by or promoted by the Government from time to time;
“Intermediate Dwellings”	Rent	means Affordable Dwellings made available by Alternative Providers at rents which do not exceed 80% of Open Market Rent (including service charges);
“Intermediate Dwellings”	Sale	means Affordable Dwellings which are provided as low-cost homes for sale or for sale and which may include dwellings made available on a shared equity basis or for sale at no more than 80% of Open Market Value;
“LEAPs”		means the Local Equipped Areas for Play as defined in the Fields in Trust publication “Guidance for Outdoor Sport and Play: Beyond the Six Acre Standard” (dated October 2015) http://www.fieldsintrust.org/Upload/file/guidance/Guidance-for-Outdoor-Sport-and-Play-England-Apr18.pdf or such later revisions to that standard which may be in place at the time of provision to be provided in the Development and designed in accordance with the design guidance in the Warrington Borough Council Open Space Audit (2015) subject to the Approved Details;
“Local Centre”		means the local centre to be provided within the Development in the general indicative location as shown on Plan 2 and such detailed location and design to be submitted and determined by Reserved Matters Approval;

<p>“Management Company”</p>	<p>means a body responsible for the management and maintenance of the Public Open Space and the SUDS or any part thereof the identity of which is to be approved by the Council, pursuant to the relevant provisions of this Deed;</p>
<p>“Material Operation”</p>	<p>means the carrying out of a material operation (as defined at s56 in the Act) but not including site investigation or surveys; the erection of fencing, hoardings, security measures and/or lighting, demolition and consequential work, works to stabilise and support existing structures, remedial work in respect of any contamination or other adverse ground conditions, site clearance, archaeological or ground investigations, the erection of temporary buildings, structures or compounds directly linked to anticipated construction, construction of temporary roadworks and the laying, removal or diversion of services and the works on the Affordable Housing Site;</p>
<p>“Mill Lane Dwellings”</p>	<p>means those Dwellings to be situated on the area of land within the Site primarily accessed via Mill Lane/Blackbrook Avenue and shaded blue on Plan 5 and “Mill Lane Dwelling” shall be construed accordingly;</p>
<p>“National Space Standard”</p>	<p>means the national space standard secured by the Government in the document entitled “Technical Housing Standards – nationally described space standard” (March 2015) such as may be varied or amended from time to time or any equivalent replacement document as may be applicable at the relevant time;</p>
<p>“NEAPs”</p>	<p>means the Neighbourhood Equipped Areas for Play as defined in the Fields in Trust publication “Guidance for Outdoor Sport and Play:</p>

	Beyond the Six Acre Standard” (dated October 2015) http://www.fieldsintrust.org/Upload/file/guidance/Guidance-for-Outdoor-Sport-and-Play-England-Apr18.p or such later revisions to that standard which may be in place at the time of provision to be provided in the Development and designed in accordance with the Play England publication “Design for Play – a guide to creating successful play spaces” and subject to the Approved Details;
“Necessary Consents”	means all such statutory, regulatory and third-party consents, agreements, permissions, approvals and licences as may be necessary in order to enable delivery of the required works, facility, service or activity in question;
“Non Residential Unit”	means a unit of floorspace or building in the Development Occupied for purposes other than as a Dwelling;
“Number 20 Bus Contribution”	means a financial contribution in the sum of £117,000 (one hundred and seventeen thousand pounds) indexed with reference to the Retail Price Index from the date of this Deed to the date of payment and to be paid strictly in accordance with the dates set out in paragraph 8 of the Fourth Schedule and to be applied by the Council (or Warrington’s Own or such other alternative provider) towards Number 20 Bus Service Extensions, or in circumstances where the Number 20 Service is no longer in operation, towards such other existing or new alternative service(s) operated by an appropriate bus network operator and as agreed between the Council and the Owners which could reasonably and viably be created or extended to provide a bus service into the Development via Poplars Avenue;

"Number 20 Bus Service"	means, at the date of this Deed, the number 20 and/or 21 services operated by Warrington's Own Buses;
"Number 20 Bus Service Extension"	means extensions to the Number 20 Bus Service to connect to the Development via Poplars Avenue to provide residents of the Development with regular bus connections which may include (but shall not be limited to) connections to: Warrington Town Centre, Warrington Central Railway Station and Bus Interchange/Shopping Centre, Birchwood Rail Station and Business Park, Warrington Vale Royal & Priestley College, Orford Jubilee Hub and Winwick Road Retail Parks;
"Number 25 Bus Contribution"	means a financial contribution in the sum of £106,000 (one hundred and six thousand pounds) indexed with reference to the Retail Price Index from the date of this Deed to the date of payment and to be paid strictly in accordance with the dates set out in paragraph 8 of the Fourth Schedule and to be applied by the Council (or Warrington's Own Buses or such other alternative provider) towards Number 25 Bus Service Extension, or in circumstances where the Number 25 Service is no longer in operation, towards such other existing or new alternative service(s) operated by an appropriate bus network operator and as agreed between the Council and the Owners which could reasonably and viably be created or extended to provide a bus service into the Development via Mill Lane/Blackbrook Avenue;
"Number 25 Bus Service"	means, at the date of this Deed, the number 25 service operated by Warrington's Own Buses;

<p>“Number 25 Bus Service Extension”</p>	<p>means extensions to the Number 25 Bus Service to connect to the Development via Mill Lane/Blackbrook Avenue to provide residents of the Development with regular bus connections which may include (but shall not be limited to) connections to: Warrington Town Centre, Warrington Central Railway Station and Bus Interchange/Shopping Centre, Birchwood Rail Station and Business Park, Warrington Vale Royal & Priestley College, Orford Jubilee Hub and Winwick Road Retail Parks;</p>
<p>“Occupation”</p>	<p>means Occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” and “Occupy” shall be construed accordingly;</p>
<p>“Off-Site Affordable Housing Cap”</p>	<p>means no more than 100 units to be provided as Affordable Dwellings on the Affordable Housing Site as part delivery of the Affordable Housing commitments under this Deed in connection with the Development;</p>
<p>“Off-Site Affordable Housing Proposal”</p>	<p>means proposed particulars of the Off-Site Affordable Housing Units in the form approved pursuant to paragraph 9 of the Fourth Schedule including all of the following:</p> <ul style="list-style-type: none"> (a) a plan of the lay-out of the site on which the Off-Site Affordable Housing Units are to be provided (being the Affordable Housing Site);

	<p>(b) a table indicating the number of units to be provided, broken down by number of habitable rooms and number of persons that could be accommodated in each;</p> <p>(c) a plan showing the number of habitable rooms in each unit; and</p> <p>(d) which units will be delivered as Affordable Rent Dwellings and which will be delivered as Intermediate Dwellings; and</p> <p>(e) what percentage of Affordable Dwellings under this proposal will deliver against the requirement to provide 30% of the Dwellings in the Development (being the Development under this Section 106 Deed) as Affordable Housing;</p>
<p>“Off-Site Affordable Housing Units”</p>	<p>means the units to be provided as Affordable Housing on the Affordable Housing Site to be delivered pursuant to the Off-Site Planning Permission and the Off-Site Section 106 Agreement and SUBJECT ALWAYS to the Off-Site Affordable Housing Cap;</p>
<p>“Off-Site Highway Area”</p>	<p>means that area shown edged and hatched green on Plan 6 to the Third Schedule;</p>
<p>“Off-Site Highways Mitigation Scheme”</p>	<p>means a scheme detailing the highways and associated works within the Off-Site Highway Area which may be required in order to address expected highways impacts arising as a direct result of the Development, and such works may include any/all of the Off-Site Highway (Possible) Works, and such scheme must:</p> <p>(a) set out the expectant highway impacts of the Development on the Off-Site Highway Area;</p>

<p>Town Legal LLP</p>	<p>(b) propose highways and associated works to mitigate the impacts set out in (a), including as much detail and plans as may be considered appropriate to the works proposed;</p> <p>(c) where financial contributions are required for such works, to set out the financial equivalent (£) of the works proposed in (b);</p> <p>(d) where applicable, set out the timings for the making of such payments in (c);</p> <p>PROVIDED ALWAYS that the terms of such scheme must be directly related to the impacts arising from the Development and the Council (or an expert pursuant to clause 12 of this Deed, as the case may be) must formally resolve this to be the case as part of the approval process pursuant to paragraph 8.¹⁰/9 of the Fourth Schedule;</p>
<p>“Off-Site Highway (Possible) Works”</p>	<p>means a list of the possible works which may be included within the Off-Site Highways Mitigation Scheme:</p> <p>(a) legal Orders (20mph speed limit extension, waiting restrictions, establishment of road humps, as necessary);</p> <p>(b) raised tables (up to 16No.);</p> <p>(c) round top road hump 75mm (up to 15No.);</p> <p>(d) flat top road hump 6m wide (up to 20No.);</p> <p>(e) TRO signage - 20mph;</p> <p>(f) signage – traffic calming;</p> <p>(g) uncontrolled crossing points along Poplars Avenue (up to 20No.);</p> <p>(h) verge parking laybys;</p>

	<p>(i) street lighting alterations;</p> <p>(j) road safety audits (stage 1-3);</p> <p>(k) painted cycle markings on-carriageway near junctions;</p> <p>(l) cycle warning signs;</p> <p>PROVIDED THAT it is acknowledged by the Owners and the Council that the detail of the actual highways mitigation (if any) for the Off-Site Highway Area will be set out in the approved (by the Council or as determined by an expert pursuant to clause 12 of this Deed) Off-Site Highway Mitigation Scheme and the above list is neither a requirement nor exhaustive;</p>
<p>“Off-Site Planning Permission”</p>	<p>means full planning permission for the Off-Site Affordable Housing Units referred to in Paragraph 9 of the First Schedule;</p>
<p>“Off-Site Primary School Contribution”</p>	<p>means the sum to be calculated for each Phase of Development in accordance with the following formula:</p> <p>$A = (B \times C) - D$</p> <p>A = Off-Site Primary School Contribution per Phase</p> <p>B = number of Completed Dwellings which contain at least 2 bedrooms but does not include any sheltered housing;</p> <p>C = £3731 (being the sum included in the Council’s Planning Obligations SPD for each primary school place x 0.30 to reflect the primary school yield of 0.30 pupils per family home in the Council’s Planning Obligation SPD);</p> <p>D = £3731 x the number of available spaces in existing non-fee paying all-ability primary schools within a 2 mile radius of the boundaries of the Site such number of spaces to be calculated in</p>

		<p>accordance with the Education Review Mechanism;</p> <p>to be applied towards additional classrooms and facilities at an existing primary school or schools within a 2 mile radius of the boundaries of the Site PROVIDED THAT the Off-Site Primary School Contribution shall not exceed a sum total (combined) for all Phases of £4.5 million (£4,500,000) and if any sums have been paid as part of the Primary School Contribution pursuant to Paragraph 3 of the Fourth Schedule then such sums shall first be applied to reduce the amount of Off-Site Primary School Contribution due accordingly and for the avoidance of doubt the aggregate of the Primary School Contribution and Off-Site Primary School Contribution (combined) shall not exceed £4.5 million;</p>
“Off-Site Agreement”	Section 106	<p>means an agreement pursuant to section 106 of the Act relating to the Off-Site Affordable Housing to be made between the Council and the Owners and any Person Interested incorporating (amongst other provisions) all of the provisions required to be incorporated in that agreement under Paragraph 9 of the Fourth Schedule;</p>
“Open Market Rent”		<p>means the estimated amount for which a Private Dwelling would be rented on the local open residential market assuming a lease on the date of valuation between a willing tenant and a willing landlord in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and the terms of the lease are appropriate to the type of transaction;</p>
“Open Market Value”		<p>means a sales value established in accordance with the definition of ‘market value’ within the RICS Red Book, being the estimated</p>

	amount for which a Private Dwelling would be disposed of on the local open residential market assuming a disposal on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties have acted knowledgeably, prudently and without compulsion;
"Owners"	means Satnam Millennium Limited, Satnam Developments Limited, and Homes England;
"Parks, Amenity and Natural Space"	means the Play Facilities, urban parks, 'recreation grounds', 'king George V playing fields' or any good and usable standard playing fields with multiple formal uses other than sport; publicly accessible nature reserves, woodlands, urban forestry, scrub land, heath land, grasslands, ecology buffer areas and vegetation areas; informal recreation spaces and landscaped and managed green space and allotments in and around the Development and the type, location, design and detail of the same to form part of the Approved Details;
"Person Interested"	means in relation to any land, such persons as: <ul style="list-style-type: none"> (a) are interested within the meaning of section 106 of the Act in respect of the land in question; and (b) are required by the Council to be parties to the Deed in the circumstances of the Off-Site Planning Permission;
"Phase"	means a phase of the Development as identified in the Phasing Plan and "Phased" shall be constructed accordingly;
"Phase Specific Affordable Housing Delivery Plan"	means a plan for the delivery of Affordable Dwellings within a Phase or part of a Phase to be submitted to and approved by the Council (and

	<p>any amendments to such plan as may be agreed from time to time) which plan shall comply with the Affordable Housing Delivery Plan and shall contain the following:</p> <ul style="list-style-type: none"> (a) the proposed distribution of Affordable Dwellings within the Phase; (b) the proposed type and tenure mix of the Affordable Dwellings within the Phase in question such that the type and tenure of the Affordable Dwellings across the whole Development shall be in accordance with the Affordable Housing Tenure Mix; (c) the proposed rights of nomination by the Council of persons to Occupy the Affordable Dwellings in that Phase (if any); <p>AND for the avoidance of doubt any such plan may be updated at any time following its first approval by the Council PROVIDED THAT the Council approves any such updated plan and it is clearly dated and includes a reference within it as to which preceding version it supersedes;</p>
<p>“Phased Obligations”</p>	<p>means those obligations listed in the Sixth Schedule;</p>
<p>“Phasing Plan”</p>	<p>means the phasing plan to be approved under Condition;</p>
<p>“Planning Appeal”</p>	<p>means a planning appeal (with reference APP/M0655/W/17/3178530) submitted by SATNAM under section 78 of the Act in respect of the Council’s refusal of the Planning Application and such appeal was dismissed by the Secretary of State in his decision letter dated 20 December 2018;</p>

<p>“Planning Appeal Redetermination”</p>	<p>means the redetermination of the Planning Appeal;</p>
<p>“Planning Application”</p>	<p>means the written planning application for full planning approval of the Development submitted by the Developer to the Council on 11 July 2016 and allocated reference number 2016/28492;</p>
<p>“Planning Permission”</p>	<p>means planning permission granted by the Secretary of State if the Planning Appeal Redetermination is allowed;</p>
<p>“Plans”</p>	<p>means those plans listed and numbered in the Third Schedule;</p>
<p>“Play Facilities”</p>	<p>means the provision of either LEAPs or NEAPs (together for an area around 0.7 hectares) as part of the Development and the exact quantum, location, design and detail of the same to form part of the Approved Details;</p>
<p>“Poplars Avenue Dwellings”</p>	<p>means those Dwellings to be situated on the area of land within the Site primarily accessed via Poplars Avenue and shaded pink on Plan 5 and “Poplars Avenue Dwelling” shall be construed accordingly;</p>
<p>“Premises”</p>	<p>means the building(s), premises, playing fields, playgrounds and other space to be occupied by a Primary School;</p>
<p>“Prepared and Serviced Site”</p>	<p>means in relation to the Site or any part thereof such as may be specified in the relevant provisions of this Deed:</p> <ul style="list-style-type: none"> (a) levelled and all rubbish removed; (b) having connections for mains water, sewerage, gas, electricity and telecommunications appropriate to the proposed use of the relevant land and adequate for the purposes of the prospective users of such land, either at the boundary of the

	<p>site of the relevant facility or reasonably proximate to it to enable connections to be made thereto; and</p> <p>(c) with sufficient vehicular and pedestrian access from a public highway,</p> <p>and "Prepared and Serviced" shall be construed accordingly;</p>
"Primary School"	means a school for educating children between the ages of four and eleven with one form of entry;
"Primary School Contribution"	<p>means a financial contribution of up to £4.5 million (£4,500,000) (calculated in accordance with the Council's Planning Obligations SPD taking into account actual and anticipated data at the time of calculation regarding Dwelling numbers) towards the cost of building the Premises for the Primary School in accordance with the Reserved Matters Approval and Primary School Specification or towards additional classrooms and facilities at an existing primary school or schools within a 2 mile radius of the boundary of the Site PROVIDED THAT the payment of the Primary School Contribution is SUBJECT ALWAYS TO paragraphs 3.5 to 3.7 of the Fourth Schedule. For the avoidance of doubt, the £4.5 million is calculated as the maximum appropriate amount per the Council's Planning Obligations SPD formula at the date of this Deed on the assumption that all 1200 Dwellings will be built and that all 1200 of those Dwellings will comprise at least two bedrooms and not sheltered housing;</p>
"Primary School Contribution Formula"	means the sum to be calculated for the entire Development in accordance with the following formula:

	<p>$A = (B \times C) - D$</p> <p>A = the actual Primary School Contribution requirement for the Development</p> <p>B = number of Completed Dwellings (and/or Dwellings which are approved as part of Reserved Matters for the final Phase which are to be constructed as part of that Phase) which contain at least 2 bedrooms but does not include any sheltered housing;</p> <p>C = £3731 (being the sum included in the Council's Planning Obligations SPD for each primary school place x 0.30 to reflect the primary school yield of 0.30 pupils per family home in the Council's Planning Obligations SPD);</p> <p>D = £3731 x the number of available spaces in existing non-fee paying all-ability primary schools within a 2 mile radius of the boundary of the Site such number of spaces to be calculated in accordance with the Education Review Mechanism;</p> <p>for either the provision of a Primary School on Site or towards additional classrooms and facilities at an existing primary school within a 2 mile radius of the boundaries of the Site and where "A" is a sum less than the sum actually paid to the Council as the Primary School Contribution then the Council shall account to the original payor for the monies which have been paid to the Council in excess of "A" by way of reimbursing the original payor in accordance with paragraph 3.7 of the Fourth Schedule;</p>
"Primary School Contribution"	means a comprehensive review carried out by the Council acting

Review”	diligently, promptly and reasonably at all times to determine the actual required Primary School Contribution for the Development to mitigate any education impacts arising from the Development and, when carrying out such review to determine the correct quantum which should have been payable to reflect the detailed design of the Development and its Dwelling mix, the Council shall apply the Primary School Contribution Formula methodology;
“Primary School Site”	means the site for the Premises to be located in the general location shown illustratively on Plan 2 with the detailed location to be submitted and determined as part of Reserved Matters;
“Primary School Specification”	means the specification for the construction and provision of the Primary School which must be in accordance with the standard of accommodation necessary to accord with Building Bulletin 103;
“Primary School Transfer Terms”	<p>means such transfer terms to be agreed between the Council and the Owners and shall include:</p> <ul style="list-style-type: none"> (a) freehold; (b) at nil/nominal consideration; (c) the grant and reservation of rights of access and passages of services and right of entry reasonably necessary for the beneficial enjoyment of the Development and the use of the Primary School; (d) the Primary School Site shall generally be free from encumbrances save for those matters contained on the registered title at the time of the Transfer or any overriding or

	<p>priority interested and all other rights whether private or public already existing;</p> <p>(e) Contain a restrictive covenant not to use the Primary School Site other than for education purposes; and</p> <p>(f) Contain a covenant that if the Primary School Site should no longer be required by the Council for use as education land, freehold ownership of the Primary School Site must be first offered in writing for transfer back to the original transferor on the same terms as the original Transfer made pursuant to this Deed;</p>
<p>“Private Dwelling”</p>	<p>means a Dwelling which is not an Affordable Dwelling;</p>
<p>“Provision”</p>	<p>means when the relevant Affordable Dwelling has been:</p> <p>(a) Completed on a Prepared and Serviced Site to the reasonable satisfaction of the Council as evidenced in writing pursuant to:</p> <p>(i) the relevant Reserved Matters Approval or the Off-Site Planning Permission (as the case may be); and</p> <p>(ii) the relevant approved Phase Specific Affordable Housing Delivery Plan or the approved Off-Site Affordable Housing Proposal (as the case may be);</p> <p>(b) Transferred to a Registered Provider; and</p> <p>(c) notification of the Transfer has been given to the Council.</p> <p>And “Provide” and “Provided” shall be construed accordingly;</p>

<p>“Public Open Space”</p>	<p>means such open space to be made available within the Development to the public in accordance with the Approved Details and which, across the Development, will include:</p> <ul style="list-style-type: none"> (a) Parks, Amenity and Natural Space; and (b) Sports Pitches; and (c) the Replacement Playing Fields;
<p>“Public Open Space Management Scheme”</p>	<p>means a scheme agreed with the Council (or in the absence of such agreement as determined in accordance with clause 12) detailing the measures to be undertaken by the Owners/ the Management Company to maintain and repair the Public Open Space for the lifetime of the Development;</p>
<p>“Reasonable Endeavours”</p>	<p>means that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto has pursued the following to the standard of that required of the relevant Party as set out below over a reasonable period of time in order to achieve the desired result:</p> <ul style="list-style-type: none"> (a) methods commercially and reasonably prudent and likely to achieve the desired result; and (b) in the event a first reasonable attempt at securing the result has failed then (unless there are no reasonable alternatives) one further reasonable alternative method of achieving the desired result;

		PROVIDED THAT this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours to comply if it is reasonable to conclude that all further efforts would be futile;
“Registered Provider”		means a registered provider as defined in the Housing and Regeneration Act 2008 or any association or organisation from time to time permitted by law to provide Affordable Housing and approved by the Council or such other registered provider as may be approved by the Council;
“Replacement Fields”	Playing	means that part of the Public Open Space provision to comprise an area of at least 3.2ha of playing field land which can accommodate 2 adult (106x70m) and 1 youth (61x43m) football pitches with runoff and barrier, and which are to be provided as the re-provision of playing/sports fields which are lost as a result of the Development and the location, detail and design of the same will form part of the Approved Details;
“Reserved Application”	Matters	means an application for approval of any matters reserved (as pursuant to section 92 of the Act and the Town and Country Planning (Development Management Procedure) (England) Order 2015) pursuant to a Condition;
“Reserved Matters Approval”		means an approval of a Reserved Matters Application;
“Residential Phase”		means a Phase that contains or is to contain Dwellings;
“Retail Prices Index”		means the United Kingdom General Index of Retail Prices All Items including mortgage interest or in the event that the basis of calculation

	<p>of such index shall change or if such index ceases to be published (as to which the Council's reasonable decision shall be conclusive) such other published index of retail prices or the value of money as the Council and Developer may agree PROVIDED THAT in the event that agreement cannot be reached within 28 days of such decision by the Council, the Retail Prices Index shall be determined by an expert in accordance with the provisions of Clause 12 below;</p>
<p>"School Operator"</p>	<p>means any body or entity which is authorised by the Department for Education (or relevant successor body fulfilling the same functions) to provide non-fee paying all-ability education to children of statutory school age;</p>
<p>"Secondary School Contribution"</p>	<p>means the sum to be calculated for each Phase of Development in accordance with the following formula:</p> $A = (B \times C) - D$ <p>A = Secondary School Contribution per Phase</p> <p>B = number of Completed Dwellings which contain at least 2 bedrooms but does not contain any sheltered housing;</p> <p>C = £2,910 (being the sum included in the Council's Planning Obligations SPD for each secondary school place x 0.18 to reflect the secondary school yield of 0.18 pupils per family home in the Council's Planning Obligations SPD);</p> <p>D = £2,910 x the number of available spaces in existing non-fee paying all-ability secondary schools within a 3 mile radius of the boundary of the Site such number of spaces to be calculated in accordance with the Education Review Mechanism;</p>

	towards additional classrooms and facilities at existing secondary schools within a 3 mile radius of the boundary of the Site PROVIDED ALWAYS THAT the Secondary School Contribution for the whole Development (all Phases combined) payable by the Owners shall not exceed £3,492,000 (£3.492 Million);
“Secondary School Yield”	means 0.18 children per family home (which are homes of 2 bedrooms or more) (in accordance with the Council’s Planning Obligations SPD) which will generate the need for a secondary school place near the Development;
“Secretary of State”	means the Secretary of State for Ministry of Housing, Communities and Local Government;
“Section 73 Consent”	means a planning permission granted pursuant to Section 73 of the Act which varies and/or removes any Condition subject to which the Planning Permission is granted or condition subject to which any such planning permission is granted;
“Shared Ownership Dwellings”	means any Dwellings sold subject to a Shared Ownership Lease;
“Shared Ownership Lease”	means a lease whereby the tenant having paid an initial premium calculated by reference to a maximum of 80% of the Open Market Value of the particular dwelling pays a rent in respect of the remaining equity held by the Owners plus a reasonable service charge and whereby the tenant may in successive tranches purchase up to 100% of the equity in the dwelling;
“Site”	means the land described in the First Schedule;

<p>“Sport Pitch Terms”</p>	<p>means the terms on which the Sport Pitches and the Replacement Playing Fields (as the context so requires) shall be Transferred to the Council and such terms shall include:</p> <ul style="list-style-type: none"> • the transfer of the freehold; • the grant and reservation of rights of access and passages of services and right of entry reasonably necessary for the beneficial enjoyment of the Development; • the site to be free from encumbrances save for those matters contained on the registered title at the time of the Transfer or any overriding or priority interests and all other rights whether private or public already existing; • subject to a restrictive covenant not to use the Sports Pitches or Replacement Playing Fields (as the context so requires) other than for sports and recreation use for public and residents of the Development; and <p>subject to a covenant that if the Sports Pitches or Replacement Playing Fields (as the context so requires) should no longer be required by the Council for use as sports and recreation land, freehold ownership of the Sports Pitches or Replacement Playing Fields (as the context so requires) must be first offered in writing for transfer back to the original transferor on the same terms as the original Transfer made pursuant to this Deed;</p>
<p>“Sport Pitches”</p>	<p>means that part of the Public Open Space provision which is for use as new formal sports pitches to be provided as a result of the</p>

	population yield of the Development, and the location, design and detail of the same will form part of the Approved Details;
“SUDS”	means the sustainable urban drainage systems located (or to be located) in the Development as set out in the Surface Water Drainage Strategy;
“Surface Water Drainage Strategy”	means such ‘Surface Water Drainage Strategy’ as approved pursuant to Condition;
“Surplus”	means any sums paid by the Owners as part of the Number 20 Bus Contribution or Number 25 Bus Contribution (as applicable) (including all annual payments thereafter in accordance with paragraph 8 of the Fourth Schedule) which have not been expended or been committed to be expended by the Council (or Warrington’s Own Buses or such other alternative provider) for those such purposes and to be assessed on an annual basis at the Owners’ request under paragraph 1.10 of the Fifth Schedule;
“TCAT”	means The Challenge Academy Trust;
“TCAT Schools”	means Beamont Collegiate Academy and Padgate Academy or such other non-fee paying all-ability secondary schools controlled by TCAT, as the Owners, TCAT and the Council may agree in writing;
“Transfer”	means a transfer for consideration of the freehold interest or grant of a long leasehold interest of no less than 125 years and “Transferred”

	<p>shall be construed to mean the date on which such transfer legally occurred and:</p> <ul style="list-style-type: none"> (a) in relation to the Primary School Site shall be in accordance with the Primary School Transfer Terms; (b) in relation to Affordable Housing Dwellings shall be sold at the Transfer Price; (c) in relation to the Sports Pitches and Replacement Playing Fields shall be in accordance with the Sport Pitch Terms;
“Transfer Price”	<p>means a price acceptable to the Registered Provider and the Owners to allow for the future provision and operation of Affordable Dwellings but which shall also reflect the commercial land value of the plots on which the Affordable Dwellings are Provided or to be Provided and which in any event shall be no more than 80% Open Market Value;</p>
“Warrington’s Own Buses”	<p>means a bus operator providing services in and around Warrington, formerly known as Network Warrington;</p>
“Working Day”	<p>means a day other than a Saturday or Sunday or a public holiday.</p>

2. In this Deed when the context so requires:

- 2.1 The expressions "the Council" and "the Owners" shall include their successors in title and assigns.
- 2.2 The singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 2.3 Reference to clauses, schedules and appendices are references to clauses, schedules and appendices in this Deed except where otherwise specified.
- 2.4 Title headings to the clauses, schedules and appendices are for convenience only and shall not affect the interpretation of this Deed.
- 2.5 References to any statute or statutory instrument shall, except where otherwise specifically provided, include reference to any statutory modification or re-enactment thereof for the time being in force.

3 BACKGROUND

- 3.1 The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated by whom the planning obligations under this Deed are enforceable.
- 3.2 SATNAM are the registered proprietor of the freehold interest in the majority of the Site registered at the Land Registry under title numbers CH304403 and CH542854.
- 3.3 Thornton Investments Limited are the freehold proprietor of 458 Poplars Avenue (title number title number LA296700), 460 Poplars Avenue (title number CH102998) Avenue and 464 Poplars Avenue (title number CH502314) and enter into this Deed to consent to their land being bound by it but do so on a several basis so they are not liable for the covenants given by SATNAM or the Owners in this Deed in respect of the Development as those such covenants do not relate to the land in which Thornton Investments Limited has

any interest and therefore they would be unable to perform them.

- 3.4 Brooklyn Limited are the freehold proprietor of 348 Poplars Avenue (title number CH204645) and enters into this Deed to consent to their land being bound by it but do so on a several basis so they are not liable for the covenants given by SATNAM or the Owners in this Deed in respect of the Development as those such covenants do not relate to the land in which Brooklyn Limited has any interest and therefore they would be unable to perform them. Brooklyn Limited also have the benefit of options to purchase 344 Poplars Avenue (title number CH177820) and 346 Poplars Avenue (title number CH645225) but as those are conditional interests and relate to a de minimis part of the Site only to which no obligations in this Deed relate, they are excluded from the land bound by this Deed as set out in the First Schedule.
- 3.5 Aggregate Developments Limited are the freehold proprietor of 462 Poplars Avenue (title number CH217169) and enter into this Deed to consent to their land being bound by it but do so on a several basis so they are not liable for the covenants given by SATNAM or the Owners in this Deed in respect of the Development as those such covenants do not relate to the land in which Aggregate Developments Limited has any interest and therefore they would be unable to perform them.
- 3.6 The Council is the registered proprietor of the freehold interest in Radley Common which forms part of the Site at the Southern boundary registered at the Land Registry under title number CH609097 and is also registered proprietor of existing highway within the Site which is registered under title numbers CH589727, CH584994, CH585039, CH584550, and CH401446.
- 3.7 Homes England is the registered proprietor of the freehold interest in the existing Mill Lane playing fields at the eastern boundary registered at the Land Registry under title number CH442194.

- 3.8 Highways England are the registered proprietors of surrounding land to the M62 and Mill Lane (registered at the Land Registry under title numbers CH574326 and CH583259 respectively) but as those form a de minimis part of the Site only to which no obligations in this Deed relate, those interests are excluded from the land bound by this Deed as set out in the First Schedule and are therefore not required to be a party to this Deed.
- 3.9 United Utilities Water Limited are the registered proprietor of the leasehold interest in the water pumping station registered at the Land Registry under title number CH578476 but as this interest relates to a de minimis part of the Site only to which no obligations in this Deed relate, those interests are excluded from the land bound by this Deed as set out in the First Schedule and are therefore not required to be a party to this Deed.
- 3.10 SATNAM submitted a Planning Application to the Council on 11 July 2016 and which the Council refused on 24 February 2017.
- 3.11 On 22 June 2017 SATNAM appealed to the Secretary of State in respect of the Council's refusal and the Planning Appeal has been given reference number APP/M0655/W/17/3178530. On 25 July 2017 the Planning Appeal was recovered for the Secretary of State to determine. The Planning Appeal was heard by the Secretary of State's appointed Inspector at a public local inquiry that began on 23 April 2018 and was closed on 13 August 2018 (with various sitting days in between those dates).
- 3.12 The Inspector provided a report to the Secretary of State dated 1 October 2018 recommending the Planning Appeal be dismissed. The Secretary of State agreed with the Inspector's recommendation and issued his decision to dismiss the appeal on 20 December 2018 ("Secretary of State's Decision Letter").
- 3.13 SATNAM challenged the Secretary of State's Decision Letter in the High Court under Section 288 of the Act. The High Court ruled that the Secretary of State's Decision Letter was erroneous and therefore ordered that it be quashed and that the Planning Appeal be

redetermined accordingly.

3.14 The Planning Appeal Redetermination has the same reference number as the Planning Appeal (APP/M0655/W/17/3178530) and this Deed is made in connection with the Planning Appeal Redetermination.

3.15 This Deed is made to impose planning obligations in the event the Secretary of State grants Planning Permission.

4 STATUTORY PROVISIONS

4.1 This Deed is made pursuant to Section 106 of the Act, Section 278 of the Highways Act 1980, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling acts relevant to the purpose of giving validity to this Deed or for the enforcement of the obligations contained herein.

5 COMMENCEMENT

5.1 Save for clause 6, the terms of this Deed come into effect on the date of entry into the Deed.

5.2 Except where stated otherwise or where any obligations are triggered or are required to be complied with prior to Commencement Date in which case they shall take effect from the date of this Deed, clause 6 and the obligations and covenants in the Schedules to this Deed shall only have effect on the Commencement Date.

6 COVENANTS

6.1 The Owners covenant severally with the Council to perform and comply with the obligations (relevant to their respective interests in the Site only) specified in the Fourth Schedule and for the avoidance of doubt the Owners shall not be liable for the failure to perform or comply with the obligations triggered in respect of those parts of the Site in which they do not have an interest.

6.2 The Council covenants with the Owners to perform and comply with the obligations specified in the Fourth Schedule (where expressed as given by the Council) and Fifth

Schedule.

7 AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared by the Parties that:

- 7.1 The Parties consent to the making of this Deed and acknowledge that their respective interests in the Site shall henceforth be bound by it subject to the remaining provisions of this Clause 7.
- 7.2 This Deed is registrable as a Local Land Charge for the purposes of the Local Land Charges Act 1975.
- 7.3 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act which bind their respective interests in the Site and are enforceable against the Owners in respect of their respective interests in the Site by the Council.
- 7.4 Where such covenants, restrictions and requirements imposed under this Deed are expressed to apply to a Phase and/or are framed so as to apply or be complied with on a Phased basis (including the Phased Obligations) in which case those obligations shall only be enforceable against those with an interest in that Phase to which that covenant, restriction of requirements relates and where the obligations are triggered on a Phased basis the terms of those relevant obligations shall be deemed to apply mutatis mutandis to that Phase only.
- 7.5 The obligations in this Deed are not enforceable against TCAT unless and until a separate deed of covenant is entered into between the Owners, the Council and TCAT within which TCAT will covenant to comply with the commitments and covenants in this Deed which are expressed to be given by TCAT (subject to this clause 7.5 and clause 7.6).
- 7.6 Subject to clause 7.5, TCAT covenant severally and only in respect of the obligations in this Deed which are expressed to be given by TCAT.
- 7.7 The Affordable Housing Site is not bound by any obligations in this Deed.

- 7.8 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Site or the part in respect of which such breach occurs, but without prejudice to any liability for any subsisting breach at the date of parting with such interest.
- 7.9 This Deed shall determine and cease to have any further effect if:
- 7.9.1 the Planning Appeal Redetermination is dismissed;
- 7.9.2 in determining the Planning Appeal Redetermination, the Secretary of State expressly states in his/her decision letter (or the Inspector in his/her report which the Secretary of State agrees with or adopts) that this Deed is not a material planning consideration or that no weight can be attached to this Deed in determining the Planning Appeal Redetermination;
- 7.9.3 the Planning Permission is quashed, revoked or otherwise withdrawn or modified at any time so as to render this Deed or any part of it irrelevant, impractical or unviable; or
- 7.9.4 the Planning Permission expires without the Development having Commenced.
- 7.10 In the event that the Secretary of State expressly declares when determining the Planning Appeal Redetermination (or the Inspector declares in his/her report which the Secretary of State agrees with or adopts) that any individual covenant or obligation within this Deed is not a material planning consideration for the purposes of determining the Planning Appeal Redetermination then without prejudice to the legal effect of the remainder of this Deed the said individual obligation shall not take effect.
- 7.11 The requirement to pay any Financial Contribution and observe and perform the obligations contained in the Fourth Schedule is conditional upon the Secretary of State concluding (or the Inspector concluding in his/her report which the Secretary of State agrees with or adopts) that the obligation or requirement to pay any Financial Contribution meets the statutory requirements of the Community Infrastructure Levy (CIL) Regulations 2010 (as amended) and with particular reference to regulation 122 that any such obligation is

necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

- 7.12 The obligations in paragraph 9 (Off-Site Affordable Housing) of the Fourth Schedule shall only have effect if the Secretary of State expressly determines (or the Inspector determines in his/her report which the Secretary of State agrees with or adopts) such provisions are lawful and compliant with the CIL Regulations 2010 in his decision letter and for the avoidance of doubt if the Secretary of State determines that the provisions should not be engaged then that paragraph 9 of the Fourth Schedule shall be deemed severed from this Deed and any consequential references or definitions relating to the provision of Off-Site Affordable Housing within this Deed shall also be deemed removed.
- 7.13 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.14 In the event that any of the provisions of this Deed are unenforceable this shall not affect the enforceability of its remaining provisions.
- 7.15 Subject to clause 16, any variation of this Deed agreed between the Owners (or their successors in title) and the Council in writing shall not vitiate the remainder of this Deed which shall remain in full force and effect subject to the amendment or amendments so agreed.
- 7.16 The covenants on the part of the Owners contained in this Deed shall not be enforceable against:
- 7.16.1 any individual owner, tenant or occupier of any individual Dwelling and their successors in title and their mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver);

- 7.16.2 any individual owner, tenant or occupier of any Non Residential Unit and their successors in title and mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver);
- 7.16.3 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services within or from the Site and for no other purpose; and
- 7.16.4 Thornton Investments Limited, Brooklyn Limited or Aggregate Developments Limited save for in circumstances where each and any of those entities become successors in title to any of the Owners' legal interests in the Site in which case such party will be subject to the terms of this Deed and may be enforced against as if they were the original covenanting party.
- 7.17 The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 7.18 This Deed does not give either express or implied consent for any party to enter onto Council owned land for any purpose whatsoever. Any such consent will have to be obtained separately from the Council (which shall act reasonably in that regard). The Council (acting reasonably) as landowner will have the right to refuse any such request for consent.

8 NOTICES

- 8.1 All notices, demands or other written communications to or upon the Parties pursuant to this Deed shall be deemed to have been properly given or made if despatched by first class recorded delivery to the party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows:
- 8.1.1 in the case of the Council to the Solicitor to the Council;
- 8.1.2 in the case of SATNAM to the Directors at SATNAM's registered office for the time being;
- 8.1.3 in the case of Homes England to One Friargate, Coventry CV1 2GN;

or such other address for service as shall have been previously notified to the other party.

8.2 Any such notice, request or demand of other written communication shall be deemed to have been served as follows:

8.2.1 if posted recorded delivery at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom and in providing such service it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the postal authority in a recorded delivery envelope (as appropriate).

9 PAYMENTS DUE AND VAT

9.1 All sums payable by the Owners to the Council under the provision of this Deed shall be paid to the Council within 28 days of the date specified unless otherwise stated to the contrary.

9.2 SATNAM shall pay the Council's legal costs in connection with preparation of this Deed on its execution.

9.3 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

10 INTEREST ON ARREARS

10.1 If the Owners shall fail to pay any such sums due under the terms of this Deed within 28 days of the due date the Owners shall become liable to pay the Council interest on such sums from the date that they became due to the date upon which they were actually paid at the rate of 2.5 per centum above the base lending rate of Barclays Bank plc from time to time in force for the relevant period for the due date of payment under this Deed until date of actual payment.

11 **GOVERNING LAW**

11.1 The Parties hereby acknowledge that this Deed shall be subject to the law of England and Wales and shall be governed by the jurisdiction of the courts therein.

11.2 It is hereby acknowledged that nothing in this Deed is intended to prevent the Council from exercising any function duty or discretion that it is bound by statute so to exercise.

12 **DISPUTE RESOLUTION**

12.1 Any dispute or difference arising out of this Deed shall be submitted for the determination of an expert.

12.2 Subject to clause 12.4, the expert shall be appointed by the parties jointly or, in default of agreement within 10 clear Working Days after either party has given to the other a written request requiring the appointment of an expert, by the President of the Royal Institution of Chartered Surveyors.

12.3 Subject to clause 12.4, the President shall, if so requested, appoint an independent chartered surveyor as such expert or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question or to a suitably qualified costs specialists if the dispute relates solely to quantification of costs.

12.4 In the case of any dispute relating to the A49 Contribution and/or A50 Contribution, the expert must be completely independent of the Owner and the Council, and must be an experienced highways cost consultant with at least 10 years' experience.

12.5 The expert so appointed must:

12.5.1 act as an expert and not as an arbitrator;

12.5.2 afford the parties the opportunity within reasonable time limits to make representations to him;

12.5.3 inform each party of the representations of the other;

12.5.4 afford each party the opportunity within reasonable time limits to make submissions to him

on the representations of the other; and

12.5.5 notify the parties of his decision, with reasons, as quickly as practicable.

12.6 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert.

12.7 The expert's determination is to be conclusive and binding on the parties except:

12.7.1 where there is a manifest error; and/or

12.7.2 on a matter of law.

12.8 Either party may pay the share of the expert's fees and expenses due from the other party on behalf of the other party if such share is not paid within 20 Working Days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from the other party.

13 **CONSENT BY MORTGAGEE**

13.1 Any mortgagee shall have no liability under this Deed unless it takes possession of the Site as a mortgagee in possession in which case the mortgagee will be bound by the obligations in this Deed as if it were a person deriving title from the Owners.

14 **MONITORING**

14.1 The monitoring provisions in this clause 14 shall be carried out on a Phased basis.

14.2 From the date which is 12 months following Commencement of a Phase the Owners of the relevant Phase shall prepare and provide a report to the Council detailing the compliance with the relevant obligations in this Deed which relate to that Phase and shall provide the Council with an annual report for that Phase thereafter until the date of Completion of that Phase and each Phase shall be bound by this obligation mututis mutundi.

15 **PLANS**

15.1 The Plans are enclosed at the Third Schedule of this Deed.

15.2 The Plans in the Third Schedule are for the purposes of identification only.

16 FUTURE CONSENTS

16.1 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:

16.1.1 obligations in this Deed shall relate to and bind such Section 73 Consent;

16.1.2 the definitions of Planning Application, Development and Planning Permission shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself PROVIDED THAT:

16.1.3 nothing in this clause will fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

16.1.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

16.1.5 the Council have the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so or in the event that certain obligations in this Deed (save for the amendments to definitions in Clause 16.1.2) require amendment to reflect the changes sought under the Section 73 Consent.

17 TRANSFER OF LAND

17.1 Where any land is Transferred to the Council or a nominee of the Council or any other provider named in this Deed pursuant to the provision of this Deed such Transfer will subject to any express provision in this Deed to the contrary be on usual terms and conditions for such transactions and will include covenants for the benefit of the retained

land requiring that land only be used for the purpose for which it is Transferred and that the land be kept in a clean and tidy condition save that such obligation (to keep in clean and tidy condition) shall cease on commencement of construction of the works for which the land has been Transferred.

- 17.2 Where any land is Transferred to the Council or a nominee of the Council or any other provider named in this Deed pursuant to the provision of this Deed such Transfer shall be subject to a provision which expressly provides the Owners with an option for the land to be returned to its ownership in the event that land Transferred is no longer required for the purpose which it was Transferred under this Deed and such Transfer shall be made on like terms and shall not be subject to any onerous or unusual terms or subject to any consideration materially greater than for what the land was originally Transferred.

18 APPROVALS

- 18.1 Where an Approval is required by the Owners from the Council under the terms of this Deed such Approval must be in writing unless expressly stated otherwise within this Deed and shall not be unreasonably withheld or delayed.
- 18.2 Where it is provided in this Deed that an Approval is required by any of the Parties and a timescale for such Approval being given is not specified, the relevant provision shall be deemed to be subject to a proviso that the Party in receipt of the submission and/or request for Approval shall proceed expeditiously to consider such submission and/or request and if a decision is not issued within a period of 20 Working Days following the date of the submission or request for the Approval in question, then the matter may be referred to an Expert for determination pursuant to clause 12.
- 18.3 Where any party refuses to give an Approval then reasons for that decision shall at the request of any other party be provided in writing.

19 DUTY TO ACT REASONABLY AND IN GOOD FAITH

19.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the obligations in this Deed.

20 FORCE MAJEURE EVENT

20.1 The Parties agree with one another that in circumstances of a Force Majeure Event which causes any Party to be unable to fulfil its commitments, responsibilities, actions and obligations as set out in this Deed, then the provisions of this Deed shall be deemed temporarily suspended (such that no enforcement action will be taken for the time being against any unavoidable breach arising as a direct result of a Force Majeure Event) until such time as the Force Majeure Event has been remedied or has passed such that normal working practices can resume on the Site.

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

FIRST SCHEDULE

The Site

The land bound by this Deed being land shown edged red on Plan 1 for identification purposes only and registered with the following title numbers (with explanation of the title numbers in the Recitals in this Deed):

1. CH304403
2. CH542854
3. CH401446
4. CH603744
5. CH584550
6. CH585039
7. CH609097
8. CH584994
9. CH589727
10. LA296700
11. CH217169
12. CH102998
13. CH204645
14. CH442194

BUT DOES NOT INCLUDE OR BIND:

15. CH574326
16. CH583259
17. CH578476
18. CH645225
19. CH177820

SECOND SCHEDULE

The Development

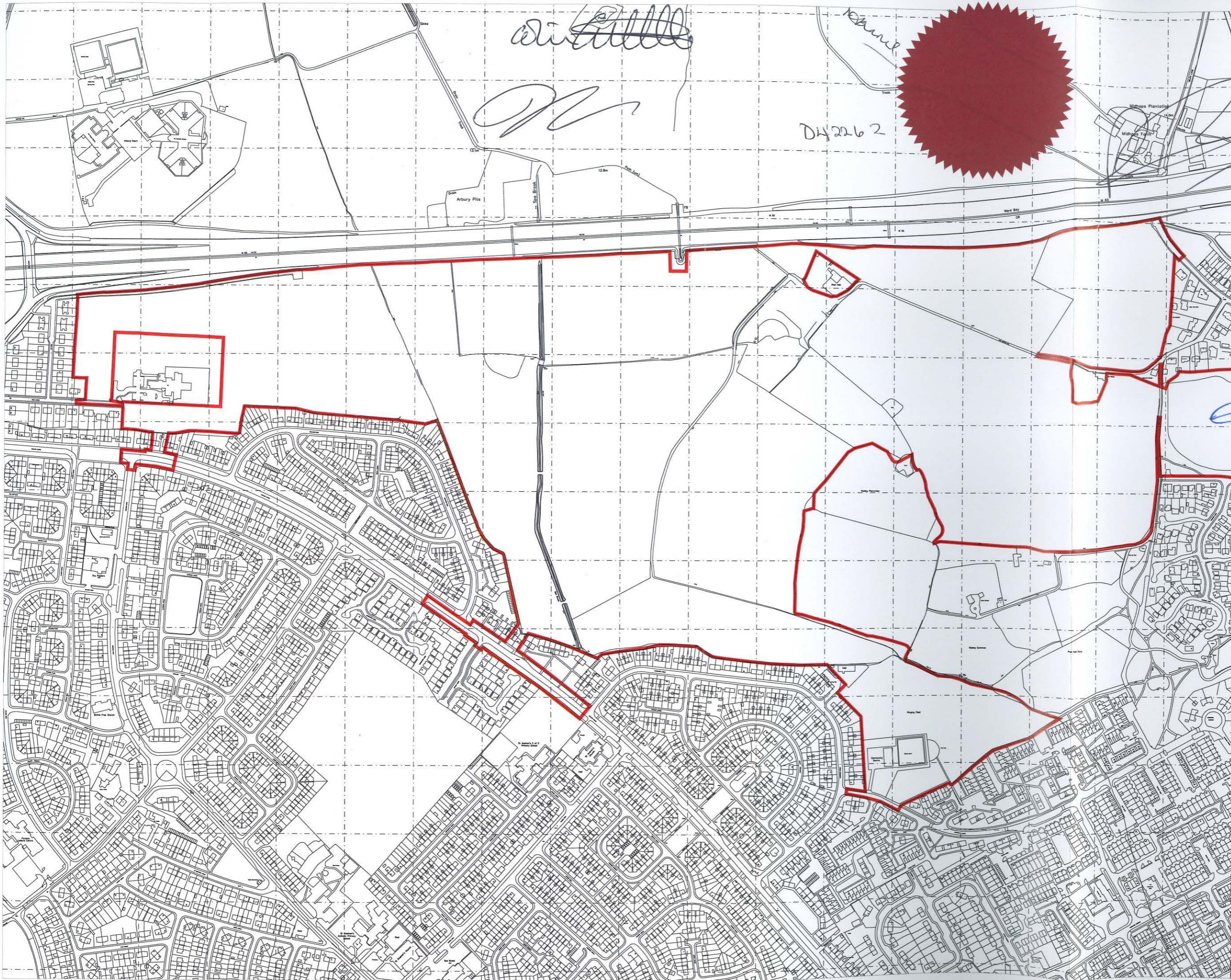
Outline planning application for a new mixed use neighbourhood comprising residential institution (residential care home – Use Class C2); up to 1200 dwelling houses and apartments (Use Class C3); local centre including food store up to 2000 square metres (Use Class A1); financial and professional services; restaurants and cafes; drinking establishments; hot food takeaways (Use Classes A2-A5 inclusive); units within Use Class D1 (non-residential institution) of up to 600 sq m total with no single unit of more than 200 sq m; and family restaurant/ pub of up to 800 sq m (Use Classes A3/A4); primary school; open space including sports pitches with ancillary facilities; means of access (including the demolition of 344; 346; 348; 458 and 460 Poplars Avenue) and supporting infrastructure.

THIRD SCHEDULE

PLANS

Plan Number	Description	Plan Reference
1	Site Plan	140367-D-002 B
2	Parameter Plan	1820_35 Rev A
3	Affordable Housing Site	N/A
4	Homes England Land	Title Plan CH442194
5	Indicative plots for bus extensions*. (*This plan is for the purpose of indicating plots for the bus contributions in this Deed only and for no other purpose)	1901_12
6	Off-Site Highway Mitigation Area (“Area of potential measures to the south of the appeal site”)	1901_27

PLAN 1



Notes
 Do not scale from this drawing.
 All dimensions are to be checked prior to construction and any discrepancies are to be identified to the Architect.
 Copyright reserved.



AREAS
 TOTAL AREA 639,255 m²
 156.97 acres
 Note: all areas based on OS data, not measured surveys.



A 31.01.18 Red line boundary updated MD
 A 07.07.16 Issued for Planning JHD

ISSUED FOR PLANNING
 Revisions

Client
Satnam Millennium Ltd

Project
Peel Hall Masterplan

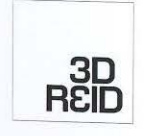
Title
Site Location Plan

Scale	Size	Date	Drawn	Checked
1:2500	A1	June'16	JHD	DB

3DReid
 12 Caroline Street,
 Birmingham,
 B3 1TR
 t: +44 (0)345 271 6200
 w: http://www.3dreid.com

Architecture Conservation
 Interiors Masterplanning
 Partnerships Sustainability

Drawing No. 140367 - D - 002 Rev. B



PLAN 2



KEYS

- | | | | | | | | | |
|---|--|---|---|---------------------------------|--|--|---|--|
| Site Boundary | Boundary between the historic townships of Arbury and Winwick (Important Hedgerow) | Existing Culvert | 10m Foraging bat corridor | CH. Location for Care Home | Location for Bus Gate | Radley Common | 4 metre High Acoustic Barrier (In line with noise assessment) | Proposed Sports Pitches/ Public Open Space |
| Areas with the Site excluded from the development | Peel Hall Manor Farm Moat Area (Archeological Feature) | Proposed Allotments | Existing Pond to be retained | LC. Location for Local Centre | R. Developable Land to include for pedestrian and cycle links between plots. | Boundary to Buffer Zone (In line with noise assessment) | Proposed Tree/ Shrub Planting | <i>ECPA</i> |
| Public right of way | Gas Main and Easement | Existing areas of off site vegetation | Proposed Attenuation Pond | S. Location for Primary School | A. Area suitable for apartments (In line with noise assessment) | Boundary to Area Suitable for apartments (In line with noise assessment) | Proposed Tree/ Shrub Planting | *Note: Heights shown are proposed from ground level. Heights shown are fixed and take precedent over number of storeys shown. |
| Boundary between the historic townships of Arbury and Houghton (Important Hedgerow) | 8m Water Vole buffer zone to Spa Brook. | Existing areas of woodland, trees, hedgerows and vegetation to be retained. | Proposed Great Crested Newt Mitigation Pond | Location for Community Facility | Location for Community Facility | Proposed wildlife corridor | Proposed Tree/ Shrub Planting | Project: PEEL HALL, WARRINGTON |

PEEL HALL, WARRINGTON

Parameters Plan

Handwritten signatures and notes:
Warrington
Dr. [Signature]
 D14-2020

Project PEEL HALL, WARRINGTON	Scale 1:2,500@A1	
Title Parameters Plan	Drawn SW/ DS	
Client Satnam Millennium Ltd	Drawing No. 1820_35	
Date January 2020	Revision A	
Checked DA/ DS		

Landscapes Institute
 *Appletons 17 Chorley Old Road, Bolton BL1 3AD. Tel: 01204 393005.
 Web: www.appletons.uk.com Email: info@appletons.uk.com

PLAN 3

PLAN 4

HM Land Registry
Official copy of
title plan

Title number CH442194
Ordnance Survey map reference SJ6291NW
Scale 1:1250 enlarged from 1:2500
Administrative area Warrington



Accurate Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number: 1000263-0.



Chris Atwell

[Signature]

EC20

PLAN 5

DRAFT

Chris Gittell
[Signature]



[Signature]
Scale

- Key:
- Care Home
 - Local Centre
 - Primary School
 - Bus Gate
 - Local Centre Car Park - no through route to traffic



6017c

[Signature]

[Signature]

[Signature]

242262

NOTES:
 Reproduced from Appletons Peel Hall Parameters Plan
 © Crown Copyright and database rights 2020 (OS License 100056454).
 KEY:
 Triggering service extension 25
 Triggering service extension 20(21)
 Not triggering a service extension

NOT A BUS-EXTENSION PLAN - TO BE USED IN S106 TO INDICATE PLOTS LINKED TO RESPECTIVE FUTURE OBLIGATIONS

ISSUE	REASON FOR REVISION	DATE
DATE: 23/04/20	DRAWN BY: FB	CHECKED: DT

PROJECT: PEEL HALL, WARRINGTON

CLIENT: SATNAM MILLENNIUM LTD

TITLE: INDICATIVE PLOTS FOR INDEPENDENT BUS EXTENSIONS

PROJECT REFERENCE: 1901	DRAWING NUMBER: 12	SCALE: NOT TO SCALE
-------------------------	--------------------	---------------------

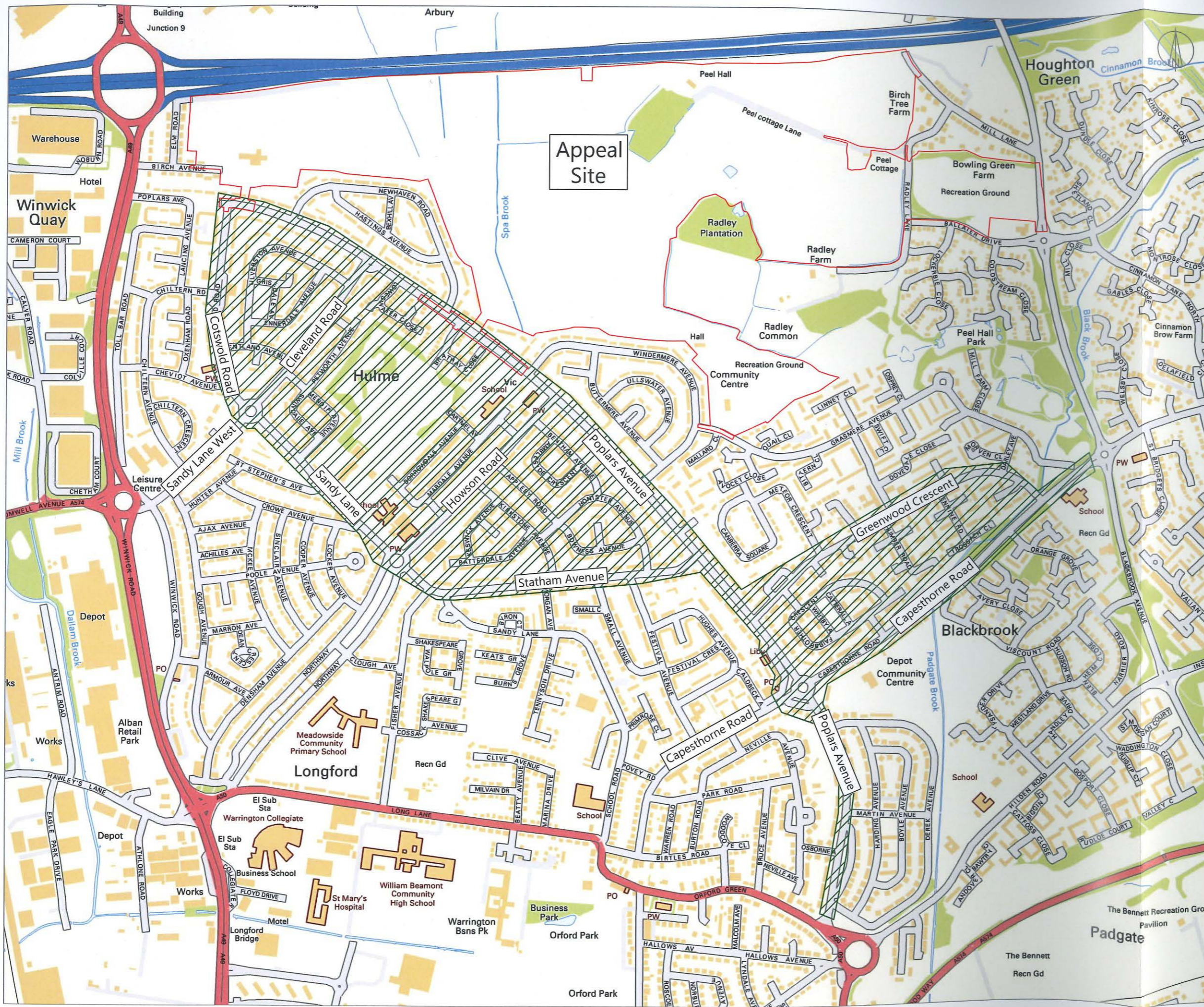
HighgateTransportation

www.highgatetransportation.co.uk

First Floor, 43-45 Park Street
 Bristol BS1 5NL
 0117 934 9121

© Highgate Transportation Limited

PLAN 6



NOTES:
© Crown Copyright and database rights 2020 OS License

KEY:
Area indicated for potential mitigation measures

60187C

Ecan

reame

ISSUE: _____ REASON FOR REVISION: _____ DATE: _____



Warrington

2/3/20

W

PROJECT:
**PEEL HALL,
WARRINGTON**

CLIENT:
**SATNAM MILLENNIUM
LTD**

PROJECT REFERENCE: 1901	DRAWING NUMBER: 27	SCALE: Not to Scale
-----------------------------------	------------------------------	-------------------------------

Ecan

HighgateTransportation

www.highgatetransportation.co.uk

First Floor, 43-45 Park Street
Bristol BS1 5NL

07973 375 937 / 07595 892 217

© Highgate Transportation Limited

TITLE:
**AREA OF POTENTIAL MEASURES TO THE
SOUTH OF THE APPEAL SITE**

DATE: 20/08/20	DRAWN BY: FB	CHECKED: DT
--------------------------	------------------------	-----------------------

FOURTH SCHEDULE

Covenants by the Owners

The Owners covenant with the Council, and where expressly stated otherwise, the Council covenants with the Owners:

1. AFFORDABLE HOUSING

1.1 Save for where expressly stated otherwise, the provisions and obligations in this paragraph 1 shall only apply to the Provision of Affordable Dwellings in the Development and not to the delivery of the Off-Site Affordable Housing Units (which, for the avoidance of doubt, are governed by Paragraph 9 of this Schedule).

1.2 The Owners must Provide 30% of the Dwellings in the Development (or, where applicable, in accordance with paragraph 9, on the Affordable Housing Site) as Affordable Dwellings in accordance with and subject to the provisions of this paragraph 1 of the Fourth Schedule.

1.3 The Affordable Dwellings must be Provided on the Site (save for where Off-Site Affordable Housing Units are approved in accordance with paragraph 9 of this Schedule) in accordance with:

1.3.1 The Affordable Housing Delivery Plan; and

1.3.2 Either:

(a) The relevant Phase Specific Affordable Housing Delivery Plan; or

(b) the Off-Site Affordable Housing Proposal (where applicable); and

(c) the further provisions of this paragraph 1 or 9 (in the case of the delivery of Off-Site Affordable Housing Units) of the Fourth Schedule (as the case may be).

1.4 The Owners must not submit any Reserved Matters Application that makes provision for Dwellings until the Affordable Housing Delivery Plan has been submitted to the Council for approval and must not commence construction of any Dwelling until the Affordable Housing Delivery Plan has been approved by the Council.

1.5 The Owners must not submit any Reserved Matters Application that makes provision for Dwellings in a Residential Phase, unless a Phase Specific Affordable Housing Delivery Plan has been submitted to the Council for approval in respect of that Residential Phase and must not commence construction of any Dwelling in that Residential Phase until a Phase Specific Affordable Housing Delivery Plan for the Residential Phase in question has been approved by the Council.

Phased Provision

1.6 Subject to paragraphs 1.7, 1.8 and 1.9 of this Schedule, the Owners must use Reasonable Endeavours to Provide a minimum of 30% Affordable Dwellings in each Residential Phase PROVIDED THAT:

1.6.1 if Provision within a Residential Phase exceeds or will exceed 30% of the Dwellings the Owners may off-set that over-Provision in later Phases;

1.6.2 if Provision within a Residential Phase exceeds or will be less than 30% of the Dwellings the Owners must Provide any under-Provision within later Residential Phases to be Commenced

AND for the avoidance of doubt the Owners must submit Phase Specific Affordable Housing Delivery Plans or updated approved Phase Specific Affordable Housing Delivery Plans (as applicable) to reflect any such under-Provision or over-Provision to the Council for approval at the appropriate times.

1.7 Unless otherwise agreed between the Parties, the Residential Phase located on or including the Homes England Land will contain 30% Affordable Dwellings.

1.8 The final Residential Phase or the penultimate Residential Phase if the final Residential Phase is that which is on Homes England Land to be Commenced must include Affordable Dwellings in a quantum which when aggregated with the Affordable Dwellings Provided or to be Provided in all previous (and anticipated, where applicable, if the penultimate

Residential Phase) Residential Phases equates to 30% of all Dwellings Provided or to be Provided in the Development.

- 1.9 If Off-Site Affordable Housing Units are Provided on the Affordable Housing Site as part of Provision of Affordable Housing for the Development and are Provided in accordance with the Off-Site Section 106 Agreement then the Owners shall be entitled at its discretion to provide less than 30% of Affordable Dwellings across the Residential Phases in the Development PROVIDED THAT the quantum of Affordable Dwellings Provided or to be Provided within the Development when aggregated with the total Off-Site Affordable Housing Units Provided or to be Provided shall equate to at least 30% of all Dwellings Provided or to be Provided as Affordable Housing.

Delivery

- 1.10 No more than 50% of the Private Dwellings shall be Occupied in each Phase which is to contain Affordable Dwellings in accordance with the Phase Specific Affordable Housing Delivery Plan until the Affordable Dwellings for that Phase have been Transferred or in the event such Affordable Dwellings are not being Transferred, have been Completed.
- 1.11 The Affordable Dwellings must not be used or Occupied other than as Affordable Housing in accordance with the tenure type for which they have been Provided or such other tenure type as the Council may agree and in accordance with the terms of paragraph 1 of this Schedule PROVIDED ALWAYS THAT such restrictions will not be binding or enforceable against the following:
- 1.11.1 any mortgagees of a Registered Provider or any receiver appointed by such mortgagees;
- 1.11.2 a person who is a successor in title to or derives title through or under any mortgagees referred to in paragraph 1.11.1 of this Schedule or the Registered Provider at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;

- 1.11.3 any mortgagees of a residential tenant or person to whom a Registered Provider grants a lease or transfer or any receiver appointed by such mortgagees;
 - 1.11.4 a person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by any mortgagee pursuant to paragraph 1.11.3 of this Schedule;
 - 1.11.5 any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
 - 1.11.6 any tenant and successor who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Dwelling; and
 - 1.11.7 any tenant who has progressed to ownership of 100% of the equity of an Intermediate Dwelling or any person deriving title through or under such tenant or any successor in title thereto and their respective mortgagees.
- 1.12 The Owners must construct the Affordable Dwellings in accordance with the National Space Standards.

Transfer to Registered Provider

- 1.13 Within 12 months of the Commencement of each Phase the Owners must use Reasonable Endeavours to:
- 1.13.1 secure through a build and transfer contract (“the Contract”) with a Registered Provider for the provision and transfer to the Registered Provider of the Affordable Dwellings in that Phase in accordance with the Reserved Matters Approval and the Phase Specific Affordable Housing Delivery Plan;
 - 1.13.2 ensure that the Registered Provider has first entered into a nomination deed substantially in the form set out in Appendix 1 with the Council (unless otherwise agreed between the Parties); and

1.13.3 provide the Council with a copy of the Contract once completed, such a copy to be certified as a true copy by a solicitor.

1.14 The Transfer by the Owners to the Registered Provider pursuant to paragraph 1.13.1 of this Schedule shall be at the Transfer Price and be in accordance with the Standard Conditions of Sale (Fourth Schedule) or any replacement thereof and shall contain inter alia:

1.14.1 a grant of all rights of access and passages of services and rights of entry reasonably necessary for the beneficial enjoyment of the Affordable Dwellings;

1.14.2 a reservation of all rights of access and passages of services and rights of entry reasonably necessary for the beneficial enjoyment of the Development;

1.14.3 a covenant by the Registered Provider not to use the Affordable Dwellings other than for residential purposes;

1.14.4 a covenant by the Registered Provider not to dispose of Affordable Dwellings other than as Affordable Dwellings to the intent that the Affordable Dwellings shall be used for the purposes of providing housing to persons who are unable to afford to buy or rent at market value or market rates.

2 PUBLIC OPEN SPACE

Management Company

2.1 The Owner must not Occupy any Dwellings until the Owner has:

2.1.1 submitted details of the identity and structure of the Management Company which is to manage and maintain any existing and proposed Public Open Space and the SUDS located (or to be located) in the Development to the Council and secured approval of the same;

2.1.2 submitted details to the Council's reasonable satisfaction of the proposed funding streams to be secured by the Management Company to manage and maintain any

existing and proposed Public Open Space and SUDS forming part of the Development;
and

- 2.1.3 secured necessary arrangements with the approved Management Company to the Council's reasonable satisfaction to demonstrate it can carry out the management and maintenance responsibilities for any existing and proposed Public Open Space and SUDS forming part of the Development (which for Public Open Space are set out in this Deed and, in relation to the SUDS, as secured under the relevant Conditions);

PROVIDED THAT where any part of the Public Open Space is in the Council's ownership or Transferred to the Council or the SUDS are adopted by a statutory undertaker or public body, those parts will, subject always to the remaining provisions of paragraph 2 of this Schedule, not be the responsibility of the Management Company from the date of the Council's ownership or date of adoption (as applicable), and references to "Owners" in this paragraph 2 will include the approved Management Company as the context so requires.

Management of Public Open Space (not including Sports Pitches and the Replacement Playing Fields)

- 2.2 No later than 10 Working Days following Completion of the Public Open Space (or part thereof, but not including Sports Pitches, or the Replacement Playing Fields, or that which is located on Council land) in that Phase the Owners shall:
- 2.2.1 apply to the Council for a Certificate to allow public use for the Public Open Space; and
- 2.2.2 submit a Public Open Space Management Scheme in respect of all Public Open Space located in that Phase (not including Sports Pitches, or the Replacement Playing Fields, or that which is located on Council land) to the Council for approval.
- 2.3 If the Council (acting reasonably) considers that the Public Open Space has been provided in accordance with the relevant Approved Details the Council shall issue the Certificate for

the Public Open Space (not including Sports Pitches, or the Replacement Playing Fields, or that which is located on Council land) or may direct the Owners to carry out any reasonable remedial works which need to be carried out for the Public Open Space (not including Sports Pitches, or the Replacement Playing Fields, or that which is located on Council land) to meet the standards set in the relevant Approved Details.

- 2.4 Following Completion of an area of Public Open Space (not including Sports Pitches, or the Replacement Playing Fields, or that which is located on Council land) and on issue of the Certificate pursuant to paragraph 2.3 or completion any reasonable remedial works identified pursuant to paragraph 2.3, the Owners shall (subject to paragraph 2.5) allow public access to the Public Open Space and will manage and maintain that area of Public Open Space (not including Sports Pitches, or the Replacement Playing Fields, or that which is located on Council land) in accordance with the relevant approved Public Open Space Management Scheme.
- 2.5 The Owner is entitled to temporarily suspend public access to the Public Open Space for routine maintenance and cleaning, in cases of emergency or danger to the public or in the interests of security and as is reasonably necessary to prevent the accrual of any public rights of way whether by prescription or otherwise and for any other reasonable cause which the Council has first approved in writing.

Management of Sports Pitches and the Replacement Playing Fields

- 2.6 As soon as is reasonably practicable following Completion of each of the Sports Pitches and the Replacement Playing Fields (as applicable and treating each of them as separate Completions accordingly), the Owners shall notify the Council in writing of the Completion of each of the Sports Pitches and the Replacement Playing Fields (as applicable).

- 2.7 Following receipt of the notice referred to in paragraph 2.6 of this Schedule, the Council (acting reasonably at all times) shall act promptly to inspect the Sports Pitches and the Replacement Playing Fields (as applicable) and either issue a Certificate to confirm that the Sports Pitches and the Replacement Playing Fields (as applicable) have been delivered in accordance with the relevant Approved Details or direct the Owners to carry out any remedial works which need to be carried out for the Sports Pitches and the Replacement Playing Fields (as applicable) to meet the standards set in the relevant Approved Details.
- 2.8 Once the Owners have obtained a Certificate from the Council or completed any reasonable remedial works identified pursuant to paragraph 2.7 above, the Owners shall as soon as is reasonably practicable Transfer the Sports Pitches (which are not located on Council land) and the Replacement Playing Fields (as applicable) to the Council and until the date of Transfer the Owners shall allow the Council and, subject to paragraph 2.5 of this Schedule, the public access (including such use by the Primary School as is reasonably required) to the Sports Pitches (which are not located on Council land) and the Replacement Playing Fields (as applicable) and will manage and maintain such Sports Pitches (which are not located on Council land) and Replacement Playing Fields (as applicable).
- 2.9 The Council shall maintain and manage the Sports Pitches (which are located on Council land) and the Replacement Playing Fields (as applicable) from the date on which the Owners have obtained a Certificate from the Council or completed any reasonable remedial works identified pursuant to paragraph 2.7 above and the Council shall then allow the public access to the Sports Pitches (which are located on Council land).
- 2.10 The Council shall maintain and manage the Sports Pitches (which are not located on Council land) and the Replacement Playing Fields (as applicable) from the date on which the Owners have Transferred the Sports Pitches (or relevant Sports Pitch(es) if transferred separately) and the Replacement Playing Fields (as applicable) to the Council and allow the

public access (including for use by the Primary School as is reasonably required) to the Sports Pitches and the Replacement Playing Fields (as applicable).

- 2.11 The Council shall grant the Owners (their agents, consultants and contractors) access to the Council land as may be applicable on which the Sports Pitches (some or all) and the Replacement Playing Fields (as applicable) are to be located for the purpose of the Owners complying with their obligations under this Deed and any necessary planning requirements or Conditions.

Community Building

- 2.12 The Owners shall not Occupy or permit Occupation of more than 400 Dwellings until the Community Building and Changing Facilities have been Completed and written evidence of the same has been provided to the Council. From the date of Completion of the Community Building and Changing Facilities, the Council shall operate and maintain the Community Building and Changing Facilities and provide access to such buildings as is reasonably required for the provision of community facilities to the public and residents of the Development including the Sports Pitches and Replacement Playing Fields forming part of the Public Open Space.

3 SCHOOL

For the purposes of this paragraph 3 only, the term "Council" is to include any nominee thereof and, if agreed by the Council, shall include a School Operator or Government body such as the Department for Education and/or the Education and Skills Funding Agency.

- 3.1 Subject to the further provisions of this paragraph 3, from the date of entry into this Deed and prior to Commencement of Development SATNAM must reserve a Primary School Site for the duration of the construction phase of the Development PROVIDED THAT the Owners may agree with the Council to substitute the Primary School Site for other Prepared and Serviced parcel or parcels of land of an equivalent size elsewhere within the Site

PROVIDED ALWAYS THAT the Primary School Site shall not be located on the Homes England Land.

- 3.2 The Owners must not Occupy or permit Occupation of the Development until it has requested written confirmation from the Council as to whether or not the Council require the Primary School to be delivered on the Site (provided that such request must not be made within the first 12 months following entry into this Deed) and the Council has confirmed in writing to the Owners whether or not it requires the Primary School to be delivered on the Site PROVIDED THAT where the Council does not respond within 6 months of the date of written request from the Owners under this paragraph 3.2 then the restriction on Occupation under paragraph 3.2 shall fall away and if the Council either confirms (at any time) that a Primary School is not required on Site or if the Council fails to respond within 18 months from the date of request then the restrictions in paragraph 3.1 shall fall away.

On-Site delivery of the Primary School

- 3.3 In the event that the Council confirms under paragraph 3.2 that the Primary School is required to be delivered on the Site as part of the Development, then the remaining provisions of this paragraph 3 apply;
- 3.3.1 From the date of the written confirmation from the Council confirming a Primary School is required in the Development the Council and the School Operator (where applicable) must work together to obtain Government Funding to construct the Primary School and such funding shall be applied on a priority basis, only applying the monies received from the Owners as part of the Primary School Contribution after any Government Funding is fully expended or committed for the Primary School or such Government Funding is unobtainable notwithstanding the Council using Reasonable Endeavours to procure the same;

- 3.3.2 If Government Funding is received for all or part of the costs to construct the Primary School then the Council or School Operator (being whichever party receives the Government Funding) shall apply that amount to the provision of the Primary School only.
- 3.3.3 The Owners must not Occupy more than the number of 350 Dwellings (or such other higher number of Dwellings as may be agreed by the Council) unless and until the Primary School Site has been Transferred to the Council or the relevant School Operator on the Primary School Site Transfer Terms (or such other terms as may be agreed).
- 3.4 Subject to paragraphs 3.5 to 3.7 of this Schedule, the Primary School Contribution shall be paid by the Owners to the Council in the following instalments:
- 3.4.1 50% prior to or on Occupation of the 350th Dwelling and the Owners shall not Occupy more than 350 Dwellings until 50% of the Primary School Contribution has been paid to the Council; and
- 3.4.2 the remaining 50% prior to or on Occupation of the 600th Dwelling and the Owners shall not Occupy more than 600 Dwellings until all of the Primary School Contribution has been paid to the Council.
- 3.5 After the last Reserved Matters Approval for Dwellings as part of the Development has been granted such that the number of Dwellings for the entire Development is crystallised, the Owners shall be entitled to make a request to the Council in writing for a Primary School Contribution Review providing the Council with all information necessary including the quantum of Completed Dwellings and Dwellings to be Occupied in the Development (actual and anticipated) in accordance with the relevant Reserved Matters Approvals.
- 3.6 The Council must carry out the Primary School Contribution Review if it is requested to do so in compliance with paragraph 3.5 and must do so diligently, promptly and acting reasonably at all times.

- 3.7 The Council shall account to and reimburse the original payor for any overpayment arising from the Primary School Contribution Review (in circumstances where the Development yield, in fact, did not generate a need for a contribution in the amount that was paid as the Primary School Contribution pursuant to Paragraph 3.4 of this Schedule) together with any reasonable interest that has accrued on that overpayment within 20 Working Days of the Primary School Contribution Review having been completed.
- 3.8 In the event of late payment of the sums referred to in paragraphs 3.4 and 3.7 above interest shall be paid on the sum outstanding at a rate of 1% per annum above the base rate of the National Westminster Bank plc during the relevant period.
- 3.9 To the extent that the contribution listed in paragraph 3.4 above remains to be paid it shall be subject to an annual review on the first anniversary and each subsequent anniversary of the date of this Deed so that the amount outstanding is increased or decreased by either the percentage increase or decrease in the Retail Price Index amounts two calendar months prior to each anniversary in comparison with the Retail Price Indexed amount one year previously.
- 3.10 The Owners shall be entitled to use and enjoy the whole (or if relevant any part of) the Primary School Site for any purpose not involving permanent built development at all times until it is required for the provision of the Primary School having regard to the need to Transfer the Primary School Site as a Prepared and Serviced site.
- 3.11 At all times following Transfer of the Primary School Site the Owners will at no cost to the Council ensure that the Primary School Site is provided with access sufficient for construction purposes and once operational, access for its proper use.
- 3.12 The Owners will at no cost to the Council ensure that prior to first admission of pupils of the Primary School the Primary School Site shall be provided with free and unfettered rights and means of safe access for vehicles and pedestrians during and after construction.

4 OFF-SITE PRIMARY SCHOOL CONTRIBUTION

- 4.1 If the Council confirm under paragraph 3.2 that a Primary School is not required to be delivered on the Primary School Site or the Council has not responded within 18 months of the date of the Owners' request under paragraph 3.2, then the Owners shall pay the Off-Site Primary School Contribution as provided for in this paragraph 4.
- 4.2 Prior to Occupation of any Dwellings in a particular Residential Phase, to make a request to the Council in writing for an Education Review providing the Council with all information necessary including the quantum of Dwellings to be Occupied in that Residential Phase in accordance with the relevant Reserved Matters Approval and reasonable expenses to carry out that Education Review and the Owner shall not Occupy or permit Occupation of any Dwellings in that Residential Phase until such a request has been made.
- 4.3 To pay to the Council that part of the Off-Site Primary School Contribution relevant to each Phase (the calculation set out in the definition of Off-Site Primary School Contribution) within 20 Working Days of completion of the Education Review for that Residential Phase.
- 4.4 In the event of late payment of the sums referred to in paragraph 4.3 above interest shall be paid on the sum outstanding at a rate of 1% per annum above the base rate of the National Westminster Bank plc.
- 4.5 To the extent that the contribution listed in paragraph 4.3 above remains to be paid it shall be subject to an annual review on the anniversary and each subsequent anniversary of the date of this Deed so that the amount outstanding is increased or decreased by either the percentage increase or decrease in the Retail Price Index amounts two calendar months prior to each anniversary over the Retail Price Indexed amount one year previously.
- 4.6 It is acknowledged by the Parties at the time of entry into this Deed that Meadowside Community Primary School would potentially be a favoured recipient of some or all of any

Off-Site Primary School Contribution which may become payable. This acknowledgement does not constitute any obligation on the Council nor fetter its discretion in the exercise of its duties as local education authority for the area in which the Development sits.

5 TCAT SCHOOLS WORKS

For the purposes of paragraphs 5 and 6 of this Schedule only, the term "TCAT" is to include any nominee thereof and, if agreed by the Council, shall include another successor School Operator.

5.1 In order for this paragraph 5 to have any legal effect the Owner must:

5.1.1 first procure that TCAT enter into a separate deed of covenant with the Owners and the Council to secure compliance with the relevant obligations relating to TCAT Schools and to bind TCAT to the covenants purported to be made by it (subject to entry into the deed of covenant) in this Deed; and

5.1.2 secure entry into that deed of covenant prior to Commencement of Development;

and if a deed of covenant has not been entered into prior to Commencement of Development, then following provisions of paragraph 5 (being paragraphs 5.2 to 5.6 of this Schedule inclusive) shall fall away and the Owners must comply with paragraph 6 of this Schedule.

5.2 The Owners must agree the Schedule of Works with TCAT prior to Commencement of Development and must not Commence Development until the Schedule of Works has been agreed or in the event that a Schedule of Works has not been agreed prior to Commencement of the Development, the Owners shall be entitled (free of the restriction in this paragraph) to Commence Development but in doing so will trigger compliance with paragraph 6 and this paragraph 5 (being paragraphs 5.3 to 5.6 inclusive) shall then fall away.

- 5.3 Subject to paragraphs 5.1 and 5.2, the Owners covenant with the Council and TCAT to pay financial contributions for the purpose of securing the works identified in the Schedule of Works to TCAT in the following instalments:
- 5.3.1 the first contribution will be payable within 20 Working Days of Occupation of the 100th Dwelling and will be to the sum of 12.5% (twelve and a half percent) of the total sum required and secured in the agreed Schedule of Works;
- and thereafter the Owners will continue to make even sum payments (of 12.5% percent of the total sum required in the agreed Schedule of Works) within 20 Working Days of Occupation of every further one hundred dwellings in the Development with the final payment due within 20 Working Days of Occupation of the 800th Dwelling (and for the avoidance of doubt, the Occupation triggers are: 100; 200; 300; 400; 500; 600; 700 and 800 Dwellings respectively and no further payments shall be required after the payment made in respect of the 800th Dwelling).
- 5.4 The Owners will confirm to the Council that such payments have been made within 5 Working Days of making the relevant payment.
- 5.5 Subject to clause 7.5 of this Deed and paragraph 5.1 of this Schedule, TCAT covenants (in the deed of covenant secured pursuant to paragraph 5.1) with the Owners and the Council:
- 5.5.1 to expend any sums paid to them by the Owner under this Deed strictly in accordance with the agreed Schedule of Works to increase the school's published admission number (PAN) either by expansion works or improvement works to meet the Secondary School Yield of the Development;
- 5.5.2 to implement the works identified in the agreed Schedule of Works promptly and in a good and workman-like manner and in accordance with the agreed timetable therein; and
- 5.5.3 to use all reasonable endeavours to complete the works in the agreed Schedule of Works within 24 months of receipt of the last payment (pursuant to paragraph 5.3.1).

5.6 The Owners shall not be responsible for any financial contribution under the Schedule of Works which exceeds £3,492,000.

6 SECONDARY SCHOOL CONTRIBUTION

6.1 This paragraph 6 only applies in the event of any of the following:

6.1.1 It has been triggered pursuant to paragraphs 5.1 or 5.2; or

6.1.2 Notwithstanding compliance with paragraphs 5.1 and 5.2 of this Deed:

6.1.2.1 TCAT notify the Owners in writing that it does not wish to agree the Schedule of Works;

6.1.2.2 The Owners and TCAT agree that the Schedule of Works shall not be implemented for whatever reason; or

6.1.2.3 TCAT (or the relevant School Operator at the applicable time) no longer holds control of the relevant school at the time that payment under paragraph 5 is to be made; or

6.1.2.4 Such improvement works or expansion works cannot take place for whatever reason (which for the avoidance of doubt includes as a result of works not being legally permissible or in line with relevant Department for Education guidance because of the school's current standard) or that the anticipated capacity at the school is no longer available to meet the Secondary School Yield of the Development; or

6.1.2.5 The Owners have not paid the financial contributions set out in the agreed Schedule of Works in accordance with the agreed triggers set out in the agreed Schedule of Works;
or

6.1.2.6 Where the Owners have made the necessary financial contributions set out in the agreed Schedule of Works but the works identified in the agreed Schedule of Works have not been Completed in accordance with the triggers in the Schedule of Works or this Deed;

6.2 In circumstances arising under paragraphs 6.1.1 and 6.1.2.1 to 6.1.2.5, the Owners must make a request to the Council in writing for an Education Review providing the Council with all information necessary including the quantum of Dwellings to be Occupied in that

Phase in accordance with the relevant Reserved Matters Approval and reasonable expenses to carry out that Education Review and the Owners must pay to the Council that part of the Secondary School Contribution relevant to each Residential Phase (the calculation set out in the definition of Secondary School Contribution) within 20 Working Days of completion of the Education Review.

- 6.3 In circumstances arising under paragraph 6.1.2.6, the Owners must make a request to the Council in writing for an Education Review providing the Council with all information necessary including the quantum of Dwellings to be Occupied in that Phase in accordance with the relevant Reserved Matters Approval and the TCAT must pay to the Council reasonable expenses for the conduct of the Education Review and that part of the Secondary School Contribution relevant to each Residential Phase (the calculation set out in the definition of Secondary School Contribution) within 20 Working Days of completion of the Education Review and in circumstances where the Secondary School Contribution relevant to the Phase in question exceeds the amount received by way of contribution from the Owners under the agreed Schedule of Works, the Owners shall pay the difference (subject always to the cap for the Secondary School Contribution).
- 6.4 In the event of late payment of the sums referred to in paragraph 6.2 or 6.3 above interest shall be paid on the sum outstanding at a rate of 1% per annum above the base rate of the National Westminster Bank plc applicable during the period from the date of payment required under this Deed until the date of actual payment.
- 6.5 To the extent that the contribution listed in paragraph 6.2 or 6.3 above remains to be paid it shall be subject to an annual review on the anniversary and each subsequent anniversary of the date of this Deed so that the amount outstanding is increased or decreased by either the percentage increase or decrease in the Retail Price Index amounts two calendar months prior

to each anniversary in comparison with the Retail Price Indexed amount one year previously.

7 HEALTH CONTRIBUTION

7.1 This paragraph 7 is expressly conditional on the Secretary of State confirming in his decision letter that this planning obligation complies with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

7.2 The Owners must pay the Health Contribution to the Council per Residential Phase and the sum shall be calculated as:

7.2.1 for each Residential Phase a sum equal to £771 multiplied by the number of Dwellings Provided or to be Provided (in accordance with the Reserved Matter Approval for that Residential Phase) in that Residential Phase

SUBJECT ALWAYS TO a cap of £925,000 (plus indexation pursuant to paragraph 7.4) as the Health Contribution for the entire Development inclusive of all Residential Phases.

7.3 The Owners must pay to the Council the sum total as calculated in accordance with paragraph 7.2 above in relation to each Residential Phase no later than Occupation of 50% of the Dwellings to be Occupied in the Residential Phase in question and shall not Occupy or permit Occupation of more than 50% of the Dwellings in that Residential Phase until that part of the Health Contribution applicable to the Residential Phase has been paid in full to the Council.

7.4 To the extent that the contribution listed in paragraph 7.2 above remains to be paid it shall be subject to an annual review on the anniversary and each subsequent anniversary of the date of this Deed so that the amount outstanding is increased or decreased by either the percentage increase or decrease in the Retail Price Index amounts two calendar months prior to each anniversary over the Retail Price Indexed amount one year previously.

8 BUS AND HIGHWAYS PROVISION

Number 20 Bus Contribution

- 8.1 Subject to paragraph 1.10 of the Fifth Schedule, the Owners shall pay to the Council (or to Warrington's Own Buses or such other alternative provider if agreed by the Council) the Number 20 Bus Contribution prior to Occupation of the 180th Poplars Avenue Dwelling and the Owners shall not Occupy or permit Occupation of the 180th Poplars Avenue Dwelling until the Number 20 Bus Contribution has been paid to the Council (or to Warrington's Own Buses or such other alternative provider if agreed by the Council).
- 8.2 On each anniversary and for a period running of no less than four (4) years from the date on which the Number 20 Bus Contribution was paid the Owners shall pay to the Council:
- 8.2.1 the sum of up to £117,000 (less any Income) on or prior to the first anniversary of the date on which the Number 20 Bus Contribution was paid;
- 8.2.2 the sum of up to £117,000 (less any Income) on or prior to the second anniversary of the date on which the Number 20 Bus Contribution was paid;
- 8.2.3 the sum of up to £117,000 (less any Income) on or prior to the third anniversary of the date on which the Number 20 Bus Contribution was paid; and
- 8.2.4 the sum of up to £117,000 (less any Income) on or prior to the fourth anniversary of the date on which the Number 20 Bus Contribution was paid.
- 8.2.5 The payments made by the Owner pursuant to paragraphs 8.1 and 8.2 shall:
- 8.2.5.1 be applied by the Council (or Warrington's Own Buses (or such other alternative provider) if money paid direct to them in accordance with the provisions of this Deed) towards the purposes set out in the definition of Number 20 Bus Contribution; and
- 8.2.5.2 be indexed from the date of this Deed until the date of payment with reference to the Retail Prices Index.

Number 25 Bus Contribution

- 8.3 Subject to paragraph 1.10 of the Fifth Schedule, the Owners shall pay to the Council (or to Warrington's Own Buses or such other alternative provider if agreed by the Council) the Number 25 Bus Contribution prior to Occupation of the 180th Mill Lane Dwelling and the Owners shall not Occupy or permit Occupation of the 180th Mill Lane Dwelling until the Number 25 Bus Contribution has been paid to the Council (or to Warrington's Own Buses or such other alternative provider if agreed by the Council).
- 8.4 On each anniversary and for a period running of no less than four (4) years from the date on which the Number 25 Bus Contribution was paid the Owners shall pay to the Council:
- 8.4.1 the sum of up to £106,000 (less any Income) on or prior to the first anniversary of the date on which the Number 25 Bus Contribution was paid;
- 8.4.2 the sum of up to £106,000 (less any Income) on or prior to the second anniversary of the date on which the Number 25 Bus Contribution was paid;
- 8.4.3 the sum of up to £106,000 (less any Income) on or prior to the third anniversary of the date on which the Number 25 Bus Contribution was paid; and
- 8.4.4 the sum of up to £106,000 (less any Income) on or prior to the fourth anniversary of the date on which the Number 25 Bus Contribution was paid;
- 8.4.5 The payments made by the Owner pursuant to paragraphs 8.3 and 8.4 shall:
- 8.4.5.1 be applied by the Council (or Warrington's Own Buses (or such other alternative provider) if money paid direct to them in accordance with the provisions of this Deed) towards the purposes set out in the definition of Number 25 Bus Contribution; and
- 8.4.5.2 be indexed from the date of this Deed until the date of payment with reference to the Retail Prices Index.
- 8.5 Where an amount of Income (as referred to in this paragraph 8) is not calculated and agreed between the Owners and the Council (or, if relevant, to Warrington's Own Buses or such

other alternative provider as the case may be) prior to the date of the relevant payment falling due under the provisions of this paragraph 8 then the Owners shall pay the full amount due under the provisions of this paragraph 8 on the date on which the relevant payment must be made under but once the applicable year Income has been calculated and agreed then the Owner shall be entitled to:

- 8.5.1 a financial reimbursement to the sum equal of the applicable year Income; or
- 8.5.2 (if the Owners so elect in their absolute discretion) the ability to apply the sum equal of the applicable year Income against future payments which are committed to be paid under the provisions of this paragraph 8 (and for the avoidance of doubt, this will be in addition to any deduction due in respect of Income arising from another year in accordance with the terms of this paragraph).

Bus Infrastructure

- 8.6 The Owners shall pay to the Council the Bus Infrastructure Contribution within 10 working days of Occupation of Development.
- 8.7 The Owners shall grant to the Council (or, if relevant, to its nominee or to Warrington's Own Buses or such other alternative provider) reasonable access and consent for the purposes of installing Bus Infrastructure on Site PROVIDED ALWAYS that the Council (or, if relevant, to its nominee or Warrington's Own Buses or such other alternative provider) have obtained prior approval of the Owners (not to be unreasonably withheld or delayed) and have all Necessary Consents for the Bus Infrastructure.

Highways Contribution

Paragraphs 8.10 to 8.11 of this Schedule are expressly conditional on the Secretary of State confirming in his decision letter that this planning obligation complies with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

- 8.8 As part of off-Site highways mitigation, the Owners shall pay to the Council:

- 8.8.1 £35,000 prior to first Occupation of the Development, such sums to be exclusively applied for highway improvements to Delph Lane (anticipated to include priority working, signing and lining); and
- 8.8.2 The A50 Contribution prior to Occupation of the 300th Dwelling comprised in the Development; and
- 8.8.3 The A49 Contribution prior to Occupation of the 300th Dwelling comprised in the Development.
- 8.9 The payments made by the Owners pursuant to paragraph 8.8 shall:
- 8.9.1 be applied by the Council in accordance with the provisions of this Deed) towards the purposes set out in this Deed; and
- 8.9.2 be indexed from the date of this Deed until the date of payment with reference to the Retail Prices Index.
- 8.10 Prior to Occupation of any Dwelling, the Owners shall submit an Off-Site Highway Mitigation Scheme to the Council for approval, and once approved by the Council (or as determined by an expert pursuant to paragraph 8.11 of this Schedule and clause 12 of this Deed), shall comply with the terms of the approved Off-Site Highway Mitigation Scheme. The Owners must not Occupy any Dwellings, until they have submitted the Off-Site Highway Mitigation Scheme to the Council for approval and it is approved (and subject to the provisions in paragraph 8.11 below).
- 8.11 That in the event that the Council issues a refusal to approve the Off-Site Highway Mitigation Scheme, the Owner may submit a revised Off-Site Highway Mitigation Scheme for approval having regard to the reasonable reasons for refusal given by the Council (and can repeat this process at the Owners' discretion) or refer the matter for determination by an expert pursuant to clause 12 of this Deed (and can do so in respect of the first or subsequent refusals as the case may be) and 'approval/approved' for the purposes of

paragraph 8.10 will include an approval by the Council or by an expert appointed pursuant to clause 12 of this Deed.

9 OFF-SITE AFFORDABLE HOUSING

9.1 The provisions and obligations in this paragraph 9 shall only apply to the provision of Off-Site Affordable Housing Units.

9.2 Nothing in this Deed shall require the Owners to deliver the Off-Site Affordable Housing Units and the Owners shall only be required to comply with the obligations relating to Off-Site Affordable Housing Units under this paragraph 9 in the event that the Owners and the Council agree to the provision of Off-Site Affordable Housing Units as part delivery of Affordable Housing under this Deed in particular paragraph 1.2 of the Fourth Schedule. For the avoidance of doubt, the obligations in this paragraph 9 shall have no effect whatsoever if any of the following apply:

9.2.1 The Owners do not propose to Provide the Off-Site Affordable Housing Units as part of its Affordable Housing commitments for the Development; or

9.2.2 The Council does not agree to the Off-Site Affordable Housing Units as part of any submitted Affordable Housing Delivery Plan; or

9.2.3 The Off-Site Planning Permission is not granted.

9.3 Delivery of Off-Site Affordable Housing Units shall not, in any circumstances, be a complete substitution of the Provision of Affordable Dwellings in the Development but may, subject to the obligations set out in this paragraph, constitute part Provision of Affordable Housing for the purposes of paragraph 1.2 of this Schedule SUBJECT ALWAYS to the Off-Site Affordable Housing Cap.

9.4 Where the approved Affordable Housing Delivery Plan includes delivery of Off-Site Affordable Housing Units, the Owners covenant with the Council that they shall not commence construction of any Dwelling until:

- 9.4.1 It has submitted the Off-Site Affordable Housing Proposal to the Council and the same has been approved in writing by the Council; and
- 9.4.2 It has submitted an application for Off-Site Planning Permission, and such application has been validated by the Council.
- 9.5 The Council shall consider whether to approve the Off-Site Affordable Housing Proposal having regard to the following (and this paragraph shall not in any way fetter the Council's discretion in respect of the Off-Site Planning Permission or Off-Site Affordable Housing Proposal):
- 9.5.1 Whether it satisfies the requirements of the Warrington Local Plan (July 2014) (or its equivalent at the relevant time), in particular, Policy SN2 and relevant supplementary planning documents; and
- 9.5.2 Whether it provides genuinely affordable housing and in a location, mix and tenure type which is consistent with the terms of this Deed and the Affordable Housing Mix.
- 9.6 The Off-Site Affordable Housing Units in the Off-Site Affordable Housing Proposal must be:
- 9.6.1 50% Affordable Rent Dwellings; and
- 9.6.2 50% Intermediate Dwellings;
- or such other percentages as the Council may otherwise agree PROVIDED THAT collectively with any Affordable Dwellings Provided or to be Provided on the Development produce a tenure mix for all Affordable Housing of 50% Affordable Rent Dwellings and 50% Intermediate Dwellings.
- 9.7 The Owners covenants with the Council that it shall not Occupy any of the Private Dwellings unless and until:
- 9.7.1 The Off-Site Affordable Housing Proposal has been approved in writing by the Council; and

- 9.7.2 Full planning permission for the Off-Site Planning Permission has been granted; and
- 9.7.3 The Owners have completed the Off-Site Section 106 Agreement.
- 9.8 The Owners covenant with the Council that it shall not Occupy more than 50% of the Private Dwellings unless and until the Off-Site Affordable Housing Units have been constructed, Completed and Transferred to a Registered Provider in accordance with the provisions of the Off-Site Section 106 Agreement.
- 9.9 The Off-Site Section 106 Agreement shall contain provision under which the Owners covenants that:
- 9.9.1 To use reasonable endeavours to secure through a build and transfer contract (“the Contract”) with a Registered Provider for the provision and Transfer to the Registered Provider of the Off-Site Affordable Housing Units;
- 9.9.2 ensure that the Registered Provider has first entered into a nomination Deed substantially in the form set out in Appendix 1 with the Council (unless otherwise agreed between the Parties);
- 9.9.3 The Owners shall construct or procure the construction of the Off-Site Affordable Housing Units on the relevant site in accordance with National Space Standards to the reasonable satisfaction of the Council;
- 9.9.4 The Owners shall dispose of a freehold or long leasehold interest in the Off-Site Affordable Housing Units to a Registered Provider at the Transfer Price and shall deliver written evidence of such Transfer to the Council which shall include terms:
- 9.9.4.1 a grant of all rights of access and passages of services and rights of entry reasonably necessary for the beneficial enjoyment of the Off-Site Affordable Housing;
- 9.9.4.2 a covenant by the Registered Provider not to use the Off-Site Affordable Housing Units other than for residential purposes;

9.9.4.3 a covenant by the Registered Provider not to dispose of Off-Site Affordable Housing Units other than as Affordable Housing to the intent that the Off-Site Affordable Housing shall be used for the purposes of providing housing to persons who are unable to afford to buy or rent at market value or market rates;

9.10 Subject to like provision as is contained at paragraph 1.11 (relating to enforceability of obligations against mortgagees and other parties) of this Schedule, the Off-Site Affordable Housing Units shall not be used:

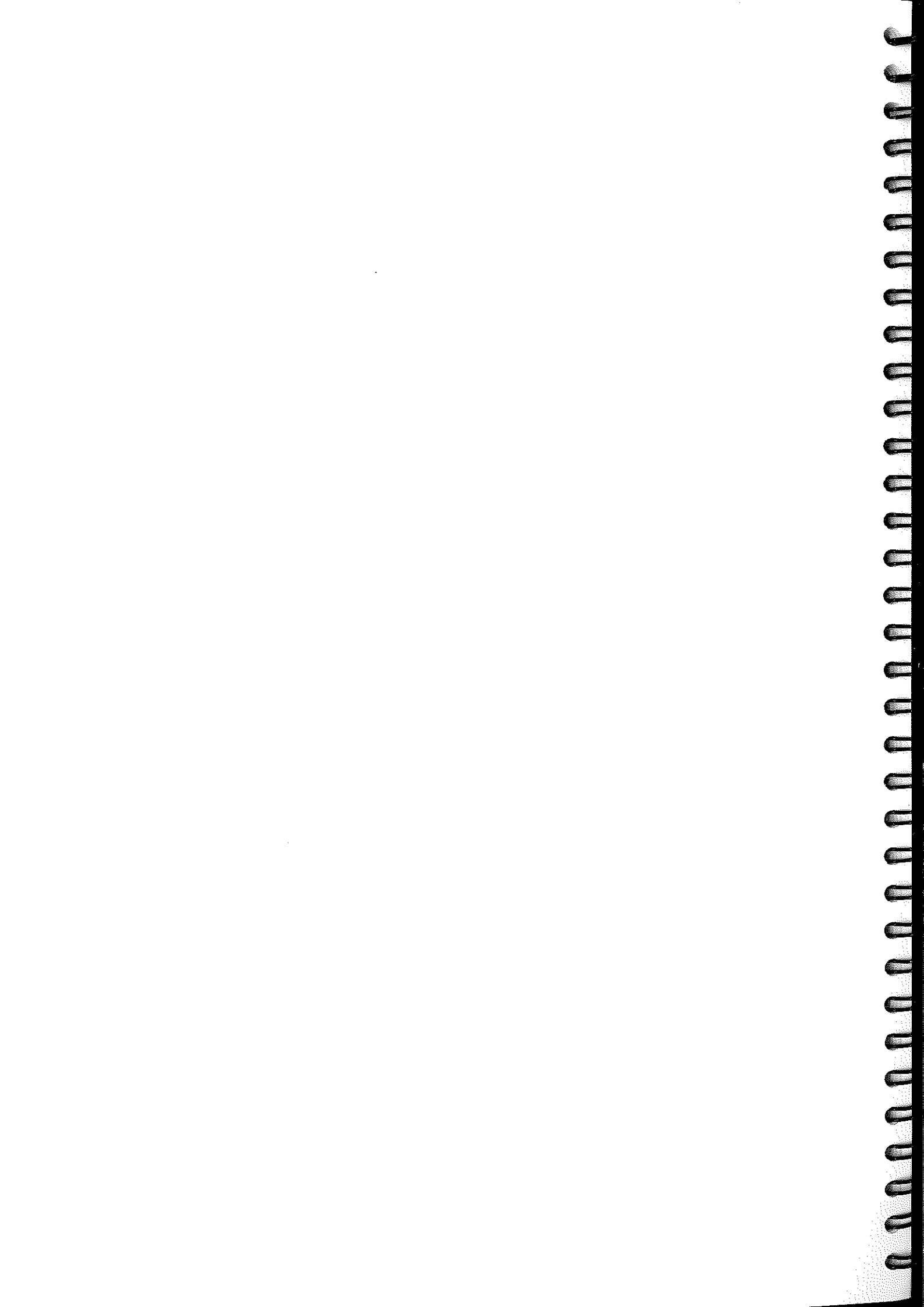
9.10.1 for purposes other than providing housing accommodation to households in need of Affordable Housing in the administrative area of the Council; and

9.10.2 otherwise than pursuant to the functions of a Registered Provider.

9.10.3 Any development on the Affordable Housing Site which is not made in connection with the provision of Affordable Housing as part delivery of the Affordable Housing commitments under this Deed for this Development shall not count or be included as delivery of Affordable Dwellings for the purpose of this paragraph 9 of this Fourth Schedule nor does this Deed in any way prohibit or limit the right to develop the Affordable Housing Site in accordance with any planning permission after the date of this Deed.

9.11 If, for whatever reason, the Off-Site Affordable Housing Units as approved under the Off-Site Affordable Housing Proposal are not Completed prior to Occupation of 50% of the Private Dwellings in the Development or the Off-Site Planning Permission is not determined within the statutory time periods for determining an application in the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended from time to time) or is refused by the Council then the Owners may elect in its absolute discretion to submit a revised Affordable Housing Delivery Plan for Development and a revised relevant Phase Specific Affordable Housing Plan to the Council and once approved will deliver the equivalent number of Affordable Dwellings (as the proposed Off-

Site Affordable Housing Units) in the Development and for the avoidance of doubt those Affordable Dwellings must be Provided in accordance with paragraph 1 of this Schedule.



FIFTH SCHEDULE

Covenants by the Council

The Council covenants with the Owners:

- 1.1 To apply any Financial Contributions paid by the Owners under the terms of this Deed for the purposes specified in this Deed.
- 1.2 If the Council has not spent or committed any money which it has received by way of Financial Contributions under this Deed within 7 years from the date it was paid to the Council then the Council shall repay that money to the person from whom it was received together with interest earned thereon within 15 Working Days of request from the Owners following expiration of the 7 year period in this paragraph.
- 1.3 The Council shall provide to the Owners such evidence, as the Owners shall reasonably require, in order to confirm the expenditure of the Financial Contributions paid by the Owners under this Deed.
- 1.4 At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.5 The Council shall accept the Transfer of the Sports Pitches from the Owners pursuant to paragraph 2.8 of the Fourth Schedule. For the avoidance of doubt the Transfer shall be at no further cost to the Owners beyond the costs of effecting the legal completion of such Transfer.
- 1.6 Where any part of the Site is Transferred to the Council the Council shall hold that land for the purposes specified in the Transfer and shall only use the land for the purpose for which it has been Transferred and shall allow the Owners reasonable access where it is necessary during the construction phase of the Development.

- 1.7 The Council shall act in a transparent, fair and reasonable manner when agreeing the sum of the Financial Contributions.
- 1.8 Subject to paragraph 1.9 of this Schedule, where the Council have confirmed that it wishes the Primary School to be located on the Primary School Site pursuant to paragraph 3.2 of the Fourth Schedule then the Council will:
- 1.8.1 accept the Transfer of the Primary School Site from the Owners pursuant to paragraph 3.3.3 of the Fourth Schedule. For the avoidance of doubt the Transfer shall be at no further cost to the Owners beyond the costs of effecting the legal completion of such Transfer;
- 1.8.2 use Reasonable Endeavours to ensure the Primary School is Completed on the Primary School Site and in operation as soon as is reasonably practicable from the date of Transfer and receipt of the Primary School Contribution and no later than Occupation of the 900th Dwelling (save in circumstances arising outside of the Council's control);
- 1.8.3 keep the Owners informed of progress towards entering into a contract with a contractor to construct the Primary School; and
- 1.8.4 use Reasonable Endeavours to secure a competitive offer for the construction price of the Primary School and be diligent and commercial in the approach to expending the Primary School Contribution and will provide the Owners with reasonable advance notice of any works on the Primary School Site, the duration of those works, likely required access routes, timing of works and such other information as may be required by the Owners to inform their own construction programme.
- 1.9 If, despite using Reasonable Endeavours to comply with the obligations and covenants in this Fifth Schedule to bring forward the Primary School on the Primary School Site the Council are unable to construct or procure construction of the Primary School on Site, then the Council will write to SATNAM (or their successors) to confirm that they are unable to bring forward the Primary School on the Primary School Site and what steps it has taken to

try to achieve on Site delivery of the Primary School, and from the date of that written confirmation, the Council must:

- (a) where applicable, Transfer the Primary School Site back to the original transferor on the same or like terms as originally Transferred to the Council pursuant to clause 17 of this Deed; and
- (b) apply the Primary School Contribution towards additional classrooms and facilities at an existing primary school within a 2 mile radius of the boundaries of the Site.

1.10 The Council must procure evidence from Warrington's Own Buses (or such other alternative provider) to demonstrate to the Owners the use of the Number 20 Bus Contribution and Number 25 Bus Contribution (as applicable) and any further annual payment paid by the Owners in accordance with the terms of the Fourth Schedule has been applied in accordance with the purposes set out in this Deed for bus services only and to demonstrate how those sums have been expended to certify to the Owner whether there is any Surplus and shall provide the Owners with evidence within 20 Working Days of a request from the Owners and in the event there is any Surplus that Surplus shall be deducted from the next payment due and this process shall continue until the obligations for making contributions towards bus services under paragraph 8 of the Fourth Schedule are fully complied with such that no further payment is required from the Owners.

1.11 Where any Certificate is required under this Deed the Council shall act diligently and expeditiously in inspecting the said works and issuing the Certificate PROVIDED THAT if a period of 20 Working Days has passed since the Owners' request for a Certificate under this Deed and the Council has failed to respond then the Owners shall be entitled to invoke the Dispute Resolution Procedure.

1.12 The Council shall apply any contributions paid under paragraph 8 of the Fourth Schedule (Bus Provision) for the purposes specified herein and where required to do so to facilitate

the provision of the bus provision shall liaise and transfer such sums to Warrington's Own Buses (or such other alternative provider) without delay.

- 1.13 The Council shall, subject to receipt of reasonable expenses from the Owners or TCAT(as the case may be), carry out the Education Review in an expeditious and timely manner and provide sufficient evidence to the Owners to justify the results of the Education Review per Phase.
- 1.14 The Council shall carry out the Primary School Contribution Review in an expeditious and timely manner and provide sufficient evidence to the Owners to justify the results of the Primary School Contribution Review and where such a review results in the Owners (or original payor as the case may be) being owed a reimbursement the Council shall pay to the Owners (or original payor as the case may be) the amount arising as due to the Owners (or original payor as the case may be) within 20 Working Days of completion of the Primary School Contribution Review together with any reasonable interest accrued.
- 1.15 The Council shall grant the Owners all necessary access rights to those parts of the Site on which the Owners are required to access to comply with any obligations in this Deed.

SIXTH SCHEDULE

PHASED OBLIGATIONS

The following are to be considered “**Phased Obligations**” for the purposes of this Deed:

Clause 14.

Paragraph 1.3 of the Fourth Schedule.

Paragraph 1.5 of the Fourth Schedule.

Paragraph 1.6 of the Fourth Schedule.

Paragraph 1.7 of the Fourth Schedule.

Paragraph 1.8 of the Fourth Schedule.

Paragraph 1.9 of the Fourth Schedule.

Paragraph 1.10 of the Fourth Schedule.

Paragraph 1.12 of the Fourth Schedule.

Paragraph 1.13 of the Fourth Schedule.

Paragraph 1.14 of the Fourth Schedule.

Paragraph 2.2 of the Fourth Schedule.

Paragraph 2.3 of the Fourth Schedule.

Paragraph 2.4 of the Fourth Schedule.

Paragraph 2.6 of the Fourth Schedule.

Paragraph 2.7 of the Fourth Schedule.

Paragraph 2.8 of the Fourth Schedule.

Paragraph 4 of the Fourth Schedule.

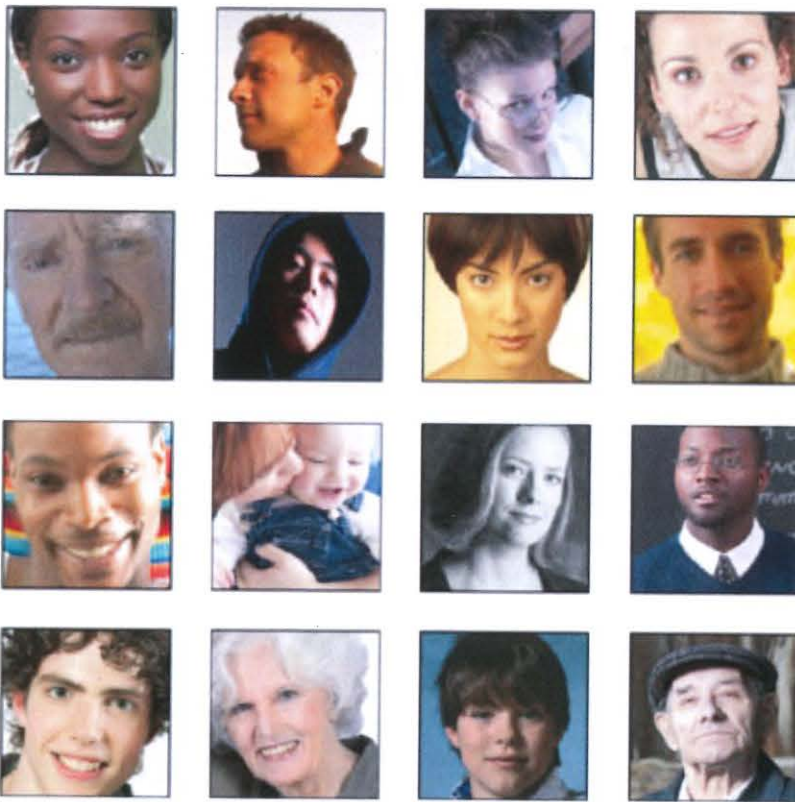
Paragraph 6 of the Fourth Schedule.

Paragraph 7 of the Fourth Schedule.

Appendix 1

Council's Precedent Nominations Agreement

NOMINATIONS AGREEMENT



WARRINGTON
Borough Council

Introduction

This nomination agreement applies to all lettings by Registered Providers (RPs) within the boundary of Warrington Borough Council.

The Nominations Agreement has been developed in accordance with the Housing Act 1996, the Homes and Communities Agency Regulatory Framework for Social Housing in England 2012 and the MHCLG Code of Guidance Allocation of Accommodation in England.

The Council has implemented a new Housing Allocations Policy. This introduced 'Under One Roof' Direct Lettings System, which replaced the former 'Chooseahome' Choice Based Lettings System.

Responsibility of the Council

Warrington Borough Council are responsible for producing the Housing Allocations Policy for social housing in Warrington and for monitoring the nomination agreement between the Council and Registered Providers.

'Under One Roof' will administer the allocation of social housing and this will be managed by Torus Group on behalf of the Council.

Responsibility of Registered Providers

RPs are regulated by Homes England (previously the Homes and Communities Agency) which has issued guidance to RPs with respect to their management of housing accommodation. The Regulatory Framework for Social Housing in England 2012 requires housing associations to work with local authorities to enable them to fulfil their statutory duties to, among others, homeless people and people who have priority for the allocation of housing. The Department of Communities and Local Government (now the Ministry for Housing, Communities and Local Government), Guidance on Allocation of Accommodation (Chapter 6) sets out the requirements expected of RPs and their duties in rehousing people under Nomination Agreements.

RPs must ensure that:

- Their lettings policies are flexible, non-discriminatory and responsive to demand while

contributing to inclusivity and sustainable communities.

- They can demonstrate their co-operation with local authorities on homelessness reviews, homelessness strategies and the delivery of the authorities 'homelessness functions'.
- When requested, and to such extent as is reasonable in the circumstances, they provide a proportion of their stock (at least 50%) to housing authority nominations and as temporary accommodation for people owed a statutory homelessness duty.
- Following consultation with local authorities, criteria are adopted for accepting and rejecting nominees and other applicants for housing.
- Applicants are excluded from consideration for housing only if their unacceptable behaviour is serious enough to make them unsuitable to be a tenant.
- Lettings policies are responsive to the local authorities housing duties and take account of the need to give reasonable priority to transfer applicants, are responsive to national, regional and local mobility and exchange schemes and are demonstrably fair and effectively controlled.

The overriding requirement for RPs in relation to homelessness is to demonstrate that they are co-operating with local authorities to enable them to fulfil their statutory duties.

Property Types

The following property types are included in the nomination agreement:

- General needs units with or without public funding
- Affordable housing units provided as part of planning gain under Section 106 agreements
- Social rented homes
- Affordable rented homes
- Shared ownership, equity and other low cost home ownership
- Sheltered housing
- Extra care housing
- Properties with Local Letting Arrangements

- Other properties by agreement between the Council and the RP

Lettings

All allocations made by RPs are included in the nomination agreement except for the following:

- Tenant transfer within the RPs own stock
- Mutual exchange
- Tenancies created by succession or assignment
- Supported housing
- Temporary move of the tenant provided as a decant
- Other properties as agreed by the Council and the RP

Percentage of Nominations

For the first time letting of new build housing developments from section 106 agreements nominations will be at 100% and for relets RPs will allocate a minimum of 50%.

For first time lettings of new build without local authority assistance nominations will be at 50% and for relets RPs will allocate a minimum of 50%.

For relets on existing housing stock RPs will nominate a minimum of 50%.

At review meetings the Council will discuss increasing or decreasing nomination percentages on individual schemes to reflect changing patterns of housing need.

Applicants Suitable to be a Nomination

Any applicant in Band 1 or Band 2 of the Council's Housing Allocations Policy and registered with 'Under One Roof' will be eligible for nominations.

Local Lettings Agreements

If a Local Lettings Agreement is in place for a housing scheme this will be included as an appendix to the Nominations Agreement.

Accessing Details of Nominees

Nominees and a copy of their application will be provided by Under One Roof. Additional information

will be provided by the Councils Options service for homeless applicants.

A separate information sharing protocol will ensure compliance with the General Data Protection Regulation.

Nominations

All nomination should be referred to the Under One Roof Team unless specific arrangements have been agreed between the Council and the RP to nominate properties directly to the Councils Housing Options Service.

Under One Roof will allocate the property to an applicant and advise the RP within two working days. Nominating one applicant at a time for the property.

All RP's will need to provide the following information to the Under One Roof Team:

- Full address of the property including postcode
- Property type
- No of bedrooms
- Rent and any service charges
- Floor level
- Bathroom standard
- Level of adaptations
- Additional features (e.g. garden/pets policy)
- Local lettings criteria
- Identify if the property is ready to let, or if not ready to let, the expected target date.

Details of the nominations will be provided in accordance with the Service Level Agreement between Under One Roof and the RP. Initial information provided about the nominee will include:

- Full Name
- Address
- Date of Birth
- Telephone/email contact details
- Level of priority under the Councils Housing Allocations Policy including if the nomination has been made through the Council's Housing

Options Service as a discharge of homelessness duties.

- Information relevant to the nominees needs e.g. medical needs, support packages and any known risks.

Any prospective Nominee who delays acceptance of an offer of a tenancy for more than 3 working days (excluding Saturday and Sundays) can be deemed to have refused the offer.

RP Nominee Selection Criteria

All lettings decisions taken by RPs regarding nominees will generally be made on the basis of their own lettings policy.

Reference Requests

If an RP is making an offer to an applicant who is using temporary accommodation provided by the Council as a homeless household, a reference request may be made to the Council's Housing Options Service. Housing Options will respond within 48 hours if the property is ready to let or 5 working days if the property is not ready.

Rejecting Nominees

An RP may reject a nominee if they are unsuitable under their own allocations policy.

The RP will notify Under One Roof of the success or failure of the nomination within 10 working days. If a nominee is rejected the reasons for the rejection will be fully outlined. Any subsequent nominations will be made in accordance with the Service Level Agreement between the RP and Under One Roof.

Any decision to reject a nominee will be made on a case by case basis and reasons for refusal must be reasonable. There cannot be a 'blanket ban' on nominations. The Housing Act 1996 states that 'any application for an allocation of social housing under Part 6 of the Housing Act must be considered on its own merit, with all relevant matters considered'. A nomination is an allocation under Part 6 of the Housing Act 1996.

Informing the Applicant

When an RP makes an offer of housing to a nominee, the applicant should be informed that the offer is being made as a result of a nomination by Warrington Borough Council. If the offer is refused it may affect their priority status under the Council's Housing Allocations Policy.

Duty Discharge of Homeless Applicants

Applicants nominated by the Council's Housing Options Service under statutory homelessness legislation will be identified as part of the information provided to RPs by Under One Roof when the nomination is made.

The RP will notify the Council's Housing Options Service if a property is offered and accepted, refused or not responded to, in order to assist the Council in discharging its statutory homelessness functions.

Removal of Priority

In cases where an applicant has refused a suitable offer of housing, Under One Roof will consider removing the applicant's priority in line with the Council's Housing Allocations Policy.

Monitoring Nominations

To ensure the Nomination Agreement is working effectively, quarterly performance data will be provided to the Council by Under One Roof.

Key areas of reporting are:

- Number of nominations provided by each RP
- Number of rejections of nominees and breakdown of reasons why
- Performance information

Nominations performance will be shared with the Warrington Housing and Homelessness Action Partnership who monitor the level of performance of RPs.

Information Sharing

All RPs will be expected to sign up to a separate Sharing Protocol which will set out the requirements for the sharing of information.

Equal Opportunities

The Council and RP will ensure that within the rehousing and nomination process there is no direct or indirect discrimination against any applicant on the grounds of race, sex, sexuality, mental health, physical disability, learning disability, religion or because they have HIV/Aids.

Exercise of Nominations Rights

No liability shall devolve on the Council to reimburse the Registered Provider for any loss of rent or service charges or for any legal or other costs or fees or other expenses incurred by the Registered Provider arising from or in any way connected with the carrying out of the Nominations Procedure.

Reviewing the Nominations Agreement

This agreement lasts from 2nd December 2019 to 31st December 2025

The agreement can be reviewed and modified if all parties are consulted and agree to changes before the end of this period.

Resolution of Disputes

Section 170 of Housing Act 1996 provides that if a RP has been requested by a housing authority to offer accommodation to people with a priority under its allocation scheme, the RP must co-operate to such extent as is reasonable in the circumstances.

Section 213 of Housing Act 1996 provides that when a RP has been requested by a housing authority to assist them in the discharge of their homelessness functions under Part 7 of same Act, it must also co-operate to the same extent.

Both parties should work together in good faith and co-operation with a view to providing a high quality service.

RPs who fail to fulfil the obligations of this agreement will be expected to co-operate with Warrington Borough Council to improve performance.

RPs who continually fail to meet the obligations of this agreement will face appropriate sanctions and concerns will be reported to MHCLG and Homes England.

Arbitration

Both parties will endeavour to work within the spirit of cooperation working to ensure the Nominations Agreement is met to the mutual benefit of both agencies.

If a dispute arises which cannot be resolved within this agreement, an appropriate organisation agreed by both parties will be called in as arbiter.

Termination of Agreement

Either party may end this nomination agreement for any reason providing that that party has given 3 months written notice of the wish to terminate. Upon termination of the nomination agreement neither party shall have any continuing liability to the other.

EXECUTED as a **DEED** by affixing
THE COMMON SEAL of
WARRINGTON BOROUGH COUNCIL



60187C

in the presence of:-

Authorised Signatory/Solicitor to the Council
PAUL CLISBY
LEGAL SERVICES MANAGER (CORPORATE)

SIGNED as a **DEED**
by **SATNAM MILLENNIUM LIMITED**

in the presence of:-

Director

Director/Secretary

SIGNED as a **DEED**
by **SATNAM DEVELOPMENTS LIMITED**

in the presence of:-

Director

Director/Secretary

SIGNED as a DEED

by **AGGREGATE DEVELOPMENTS LIMITED**

in the presence of:-

Director



Director/Secretary

J. DMILLON

Executed as a **DEED** on behalf of)

BROOKLYN LIMITED a company)

incorporated in Guernsey)

by)

)

..... **ANTHONY LINK**)

and)

by)

)

..... **ELDINE CREED**)



being persons who in accordance with the laws
of that territory are acting under the authority
of the company.

Executed as a **DEED** on behalf of)

THORNTON INVESTMENTS LIMITED)

a company incorporated in Guernsey)

by)

..... ANTHONY LINIC

and)

by)

..... ELAINE CREED

being persons who in accordance with the laws)

of that territory are acting under the authority)

of the company.

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of

HOMES ENGLAND

in the presence of:-

DH2262

M.

Authorised Signatory/Solicitor to the Council

