DATED

2025

between

WILTSHIRE COUNCIL

and

CAROLINE ANN CHURCH

and

MILLER HOMES LIMITED

Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers

relating to Land West of Milbourne, Malmesbury, Wiltshire

Wiltshire Council

Solicitor to the Council
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: Iken 147090
Planning Application Reference: PL/2023/04996
Planning Appeal Reference: APP/Y3940/W/24/3358026

THIS DEED is dated 2025

AND MADE BETWEEN:

(1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN ("**Council**");

(2) **CAROLINE ANN CHURCH** of Whychurch Farm Cottage, Crudwell Road, Malmesbury SN16 9JL ("**Owner**"); and

(3) **MILLER HOMES LIMITED** (Scot Co. Reg. No. SC255429) of 1st Floor Miller House 2 Lochside View Edinburgh EH12 9DH ("**Developer**")

BACKGROUND

(A) The Owner is the freehold owner of the part of the Land registered at the Land Registry under title numbers WT288511 and WT426344 and part of the Land is unregistered highway land shown for the purposes of identification only edged red on the Plan.

(B) The Council is the local planning authority for the purposes of the Act, the highway authority, the education authority and the housing authority for the area in which the Land is situated and is the freehold owner of the part of the Land registered at the Land Registry under title numbers WT264462 and WT276524

(C) The Developer has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed

(D) On 27 September 2024 the Council refused planning permission for the Development

(E) On 20 December 2024 the Developer lodged an appeal against the refusal of planning permission for the Development which is to be determined by an Inspector appointed by the Secretary of State following a hearing commencing on 5 August 2025

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

The definitions and rules of interpretation in this clause apply in this deed:

"the Act"	the Town and Country Planning Act 1990 as amended
"Adapted Units"	means the Affordable Housing Units constructed to meet the Adaptable Units Standards and as set out in the Affordable Housing Mix.
"Adapted Units Standards"	means part M4(2) of the Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings) current at the time of the relevant reserved matters approval or any guidance, regulation or circular that replaces the part M4(2) standard.
"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 20.8 20.9 or 22 of Schedule 1 of this Deed the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any First Homes Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Homes Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.
"Affordable Housing"	means

	(1) Affordable Rented Housing; (2) Shared Ownership Housing; (3) Intermediate Housing: and (4) First Homes provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the Subsidy to be recycled for alternative Affordable Housing provision
"Affordable Housing Consideration"	means the price to be paid for the Affordable Housing Units excluding First Homes by the Transferee which shall be the price at which the Transferee can afford to pay for the Affordable Housing Units (excluding First Homes) on a Nil Subsidy basis and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owner which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality or standard than that envisaged by paragraph 4 of Schedule 1
"Affordable Housing Contract"	a contract to be entered into between the Owner and the Transferee for the construction of the Affordable Housing Units excluding First Homes and the transfer to the Transferee for the Affordable Housing Consideration
"Affordable Housing Mix"	means the indicative mix of Affordable Housing Units set out in Schedule 3 of this Deed
"Affordable Housing Plan"	means the plan to be submitted to the Council indicating the location of the Affordable Housing Units on the Land
"Affordable Housing Unit(s)"	means the Residential Unit(s) to be provided as Affordable Housing in accordance with Schedule 1 of this Deed
"Affordable Rented Housing"	means rented housing let by a Transferee to a Qualifying Person who is eligible to obtain Social Rented Housing and which is subject to rent controls that require a rent of no more than 80% of local Market Rent (including service charges, where

	applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or other such amount as prescribed by the Regulator of Social Housing or Homes England
"Affordable Rented Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied as Affordable Rented Housing
"Allocations Policy"	means the Council's policy for allocating Affordable Housing Units for all tenures (for the avoidance of doubt including Shared Ownership Housing) in the administrative area of Wiltshire (as amended from time to time)
"Appeal"	means the planning appeal lodged with the Planning Inspectorate against the refusal of the Planning Application (given reference number **APP/Y3940/W/24/3358026**) and to be determined by the Secretary of State or an Inspector appointed by the Secretary of State
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Chargee"	means any mortgagee or chargee of the Affordable Housing Units (excluding the First Homes) and includes any Receiver or manager or administrator (including any receiver appointed pursuant to the Law of Property Act 1925 or a housing administrator) or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security

"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"Commencement of Development"	means the date on which any material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out with the exception of operations consisting of investigation of ground conditions and remedial work in respect of any contamination or other adverse ground conditions; archaeological work; site clearance and demolition work; diversion and installation of utilities infrastructure and erection of hoardings and any temporary means of enclosure and the temporary display of site notices or advertisements and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and "Commence" and "Commenced" shall be construed accordingly
"Completion"	means the date of issue of building regulation completion certificate to the Owner's architect or other authorised agent of the Owner or in the event that the Development is constructed by a party other than the Owner the date of issue of the building regulation completion certificate to the other party's architect or other authorised agent (whether by the local authority or an approved inspector) and "Complete" shall be construed accordingly
"Compliance Certificate"	means the certificate issued by the Council confirming that a Residential Unit is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 20.2 of Schedule 1 applies the Eligibility Criteria (Local) in the form at Annex E
"Contribution"	means each financial contribution payable under this Deed
"Council's Standards"	means the maintenance provisions in the Standard Specification for the Adoption of Open Space and/or the Wiltshire Council Play Specification both attached at Annex D

"Decision Letter"	means the decision letter issued by the Inspector or the Secretary of State confirming whether or not the Appeal is allowed
"Development"	means any development permitted by the Planning Permission
"Director"	means the Corporate Director, Growth, Investment and Place or his appointed representative for the time being of the Council
"Discount Market Price"	means a sum which is the Market Value discounted by 30%
"Disposal"	means a transfer of the freehold of or in the case of a flat only the grant of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 21 of Schedule 1 (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"Early Years Contribution"	means the sum of £175,220 calculated in accordance with the Early Years Education Contribution Formula towards the cost of the provision of appropriate early year education infrastructure in Malmesbury required as a result of the Development
"Early Years Education Contribution Formula"	Early Years Education Contribution to be paid to the Council in accordance with Schedule 10 of this Agreement means the sum calculated as follows: (1) A – B (-30% of C) = D D x 0.04 (0-2 years olds child product) = E (places needed) E x seventeen thousand five hundred and twenty two pounds (£17,522.00) (being the current early years places cost multiplier) = F and

	(2) A – B (-30% of C) = D x 0.09 (3-4 years olds child product) = E (places needed) x seventeen thousand five hundred and twenty-two pounds (£17,522.00) (being the current early years places cost multiplier) = F Both Where: A = the total number of Residential Units (both Market Housing Units and Affordable Housing Units) approved for construction B = the number of one (1) bed Residential Units within A C = the number of Affordable Housing Units excluding those included within B D = the number of "qualifying" Residential Units E = the number of places generated by the Development F= the Early Years Education Contribution payable
"Eligibility Criteria (Local)"	means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria (i) and (ii) below are met: (i) the purchaser meets the Local Connection Criteria in line with the Council's adopted Allocations Policy as amended from time to time (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

	(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
"Engineer"	the Director of Highways and Transport or his appointed representative for the time being of the Council
"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: (a) Disposal to a spouse or civil partner upon the death of the First Homes Owner (b) Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Residential Unit (and for the avoidance of doubt paragraph 22 of Schedule 1 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 21 of Schedule 1

"First Home"	means a Residential Unit which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap
"First Homes Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Developer/Owner; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 21 of Schedule 1
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Head of Housing"	means the manager for the time being of the Housing Enabling Team or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed
"Homes England (HE)"	means Homes England which is the trading name of the Homes and Communities Agency established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function

"Homes England's Fundamental Clauses"	means clauses as defined by Homes England's Affordable Homes Capital Funding Guide produced by the Homes and Communities Agency and current at the date of this Deed or such document as shall succeed or replace it
"Income Cap (Local)"	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Deed the Council has not set an Income Cap (Local)
"Income (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State for Housing, Communities and Local Government and is in force at the time of the relevant disposal of the First Home
"**Index**"	means (a) the All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors in relation to the Contribution unless otherwise stated in this Deed (b) the ROCOS Index published by the Building Cost Information Service of RICS in relation to the PROW Contribution (c) All Items Index of Retail Prices issued by the Office for National Statistics in relation to contributions for open space and the Sports Pitch Contribution]

	(d) Means the United Kingdom (UK) House Price Index as it applies to the Wiltshire local authority area and in the event that such index shall have changed the Council shall select a reasonable alternative index (e) Public Sector All-in Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors and in the event that such index shall have changed the Council shall select a reasonable alternative index in relation to the Early Years Contribution)
"Index Linked"	increased in accordance with the following formula: Amount payable = the Contribution x (A/B) where: A = the figure for the Index that applied immediately preceding the date of actual payment and B = the figure for the Index that applied when the Index was last published prior to the date of this Deed
"Inspector"	means the planning inspector appointed by the Planning Inspectorate/Secretary of State in determination of the Appeal
"Interest"	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"Intermediate Housing"	means Affordable Housing homes for sale and rent provided at a cost above Social Rented Housing but below open market levels the form of which shall be agreed with the Council at its absolute discretion but may include shared equity (Shared Ownership Housing and equity loans) other low cost homes for

	sale but not Affordable Rented Housing (or as set out in Scheule 3 the Affordable Housing Mix
"Intermediate Housing Unit(s)"	Means the Affordable Housing Units(s) that are only available to be used and Occupied exclusively as Intermediate Housing and which includes Intermediate Rented Units and Shared Ownership Units
"Intermediate Rent"	means the Intermediate Housing let by a Transferee to a Qualifying Person and which is subject to rent controls that require a rent of no more than 80% of local Market Rent (including service charges, where applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or such other amount as prescribed by the Regulator of Social Housing from time to time
Intermediate Rented Units(s)	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Intermediate Rent
"**Land**"	the land shown edged red on Plan 1
"Land Compensation Act"	means in relation to clause 16 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Acts on a date on or after the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works
"Landscape Plan"	means a landscape plan to be provided by the Owner for the laying out, construction, landscaping and maintenance of the Open Space and Play Area including the documents listed in Schedule 6 of this Deed and which shall be in general accordance with the details shown on Plan 2 in respect of the

	Land (or as may be varied by agreement between the Owner and the Council)
"Local Connection Criteria"	means either (a) or (b) below: (a) criteria which are met by a person who satisfies one or more of (i) to (vi) below: (i) is currently resident in the Wiltshire Council area and has lived in the area for a continuous period of not less than two years prior to exchange of contracts for the relevant First Home; and/or (ii) is in permanent paid employment or has a fixed term contract for a minimum of one year in the Wiltshire Council area; and/or (iii) who has an offer of paid employment for a minimum of 12 months in the Wiltshire Council area, and /or (iv) who is self-employed and works predominately in the area, and/or (v) who has close family (grand-parents, parents, legal guardian, adult children or brother and sisters) who have lived in the Wiltshire Council area for a continuous period of not less than 5 years prior to exchange of contracts for the relevant First Home, and/or (vi) who has a connection with the Wiltshire Council area through special circumstances, such as the need to receive specialist medical services, services in the area not provided elsewhere, or support from a close family member, and/or (b) such other local connection criteria as may be published by the Council from time to time as its adopted Allocations Policy and relating to First Homes

	and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal
"Management Company"	means the private limited company to be established by the Owner and registered at Companies House or such company as may be proposed by the Owner (which for the avoidance of doubt may be a residents management company) and agreed by the Council the purpose of which will be amongst other things to manage and maintain the Open Space and/or Play Area
"Management Scheme"	means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space and/or Play Area to the satisfaction of the Council which scheme shall include full details of the maintenance programme
"Market Housing Units"	means the units constructed and identified as part of the Development as general housing for sale or rent on the open market and which are not Affordable Housing Units
"Market Rent"	means the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, as defined in the Royal Institution of Chartered Surveyors Valuation Global Standards December 2024 or any subsequent document which amends or replaces it.
"Market Value"	means the market value as assessed by a Valuer of the Residential Unit (where a First Home as confirmed to the Council by the First Homes Owner) and assessed in accordance with the RICS Valuation Global Standards December 2024 (or any such replacement guidance issued by

	RICS) and for the avoidance of doubt the market value of a First Home shall not take into account the 30% (thirty percent) discount in the valuation
"Monitoring Fee"	means the sum equal to 1% of the Contribution up to a maximum of £10,000 (ten thousand pounds) to be paid to the Council for the monitoring of the obligations contained within this Deed
"National Rent Regime"	means the rent policy set out for Social Rent within the Rent Standard Guidance as published by the Ministry of Housing Communities and Local Government and the Regulator of Social Housing in April 2020 and updated in December 2020 and any other guidance issued by the Regulator of Social Housing or its successors in relation to this document
"NDSS"	means the Technical Housing Standards Nationally Described Space Standard published by the Department for Communities and Local Government in March 2015 and current at the date of this Deed as set out in Schedule 4 of this Deed
"Nil Subsidy"	means without the input of any other grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund, the Private Finance Initiative or any other form of state aid or grant or subsidy
"Nomination Rights"	the right of the Council to nominate tenants of the Affordable Housing Units (excluding First Homes) as set out in Schedule 2 of this Deed
"**Occupation**" and "**Occupied**"	means the first 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 display or occupation for security and "Occupy" shall be construed accordingly
"Open Market Value"	means a price to be calculated in accordance with the definition of "Market Value" at Practice Statement 4 of the Royal Institution

	of Chartered Surveyors' Red Book 2017 or any subsequent document which amends or replaces it
"Open Space"	means those parts of the Land to be provided as open space (excluding Play Area) in perpetuity measuring no less than 4,710m² shown on Plan 2 with the precise areas extent and boundaries of such areas to be determined by the approvals for the relevant Reserved Matters Applications and for the avoidance of doubt all such open space shall be located within the Land
"Open Space Practical Completion Certificate"	means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Waste and Environment Services once he is satisfied that the Open Space has been laid out in accordance with the approved Landscape Plan and paragraphs 1 – 4 of Schedule 5 have been complied with
"Permissive Path"	means the path shown between points A and B as indicated on Plan 3 as annexed at Annex C and which is within the Owner's ownership
"Permitted Closures"	means temporary closure of the Permissive Path (or part thereof) in the following circumstances: 1. temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety; 2. temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Permissive Path in question; 3. closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;

	4. any other closure not covered by the above in relation to which the Council's prior written approval has been obtained
"Permitted Use"	means to pass and repass on foot and bicycle only
"**Plan 1**"	means the plan or drawing attached to this Deed and titled S106 Plan and referenced 02.21.00 Rev A which plan is for the purposes of identification only
"Plan 2"	the plan or drawing attached to this Deed and titled Illustrative Landscape Strategy based on Indicative Masterplan 2824-4-4-4-4 and referenced which plan is for the purposes of identification only or such alternative plan as may be agreed with the Council
"Plan 3"	The plan or drawing attached to this Deed and titled Proposed Pedestrian/Cycle Route drawing number 23117-04 which plan is for the purposes of identification only or such alternative plan as may be agreed with the Council
"**Planning Application**"	means the outline planning application (with all matters reserved except for access) for the erection of up to 92 dwellings (including 40% affordable housing) together with associated access, parking, pedestrian and cycle routes, public open space, play space, landscaping, drainage and associated infrastructure registered by the Council and allocated reference number PL/2023/04996
"**Planning Permission**"	means the planning permission for the Development that may be granted pursuant to the Appeal
"Play Area"	means those parts of the Land having an area to accommodate a LEAP which for identification purposes are shown on Plan 2 attached hereto with the final details to be determined by the approvals for the relevant Reserved Matters Applications
"Play Area Certificate"	means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Waste and Environment Services once he is satisfied that the Play Area has been laid out in accordance with the approved Landscape Plan and paragraphs 1,2,3,4,5,6,7,8, and 9 of Schedule 5 have been complied with

"Practical Completion"	means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by the other party's architect
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State of Housing, Communities and Local Government
"Protected Tenant"	means any person who: a) 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 Housing Unit; b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; c) has purchased from the Transferee in accordance with the terms of the shared ownership lease all of the shares so that they own the entire Affordable Housing Unit
"PROW Contribution"	means: a) the sum of £600 to be paid to the Council and used by the Council towards improved access to footpath MALW12, through the provision of a pedestrian gate or medium mobility kissing gate; and b) the sum of £5,000 to be paid to the Council and used by the Council towards improving rights of way infrastructure in the vicinity of the Development
"Qualifying Person"	means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase at Open Market Value or rent of a house in the area at Market Rent and who is considered by the Council to be a person whom it is

	proper to be allocated accommodation in an Affordable Housing Unit
"Receiver"	means any receiver (including an administrative receiver) appointed by any mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.
"Registered Provider"	means a registered provider as defined by Section 80 of the Housing and Regeneration Act 2008 from the Council's list of preferred development partners or as otherwise agreed in writing by the Council such approval not to be unreasonably withheld or delayed.
"Regulator of Social Housing"	means the Regulator of Social Housing as referred to in s80A Housing and Regeneration Act 2008
"Remedial Notice"	means the notice or notices issued by Service Head – Highways Operations requiring the Owner to carry out any works that he considers (at his absolute reasonable discretion) to be necessary for the Open Space and/or Play Area to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed
"Reserved Matters Application"	means the reserved matters application submitted for the Development pursuant to the Planning Permission
"Resident Management Charge"	means the perpetual yearly variable estate management charge to be imposed on each Residential Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with

	Schedule 5 of this Deed. With regards to the management charge on the Affordable Rented Units the Owner and the Registered Provider or Transferee shall reach an agreement on a reasonable figure to be imposed on each Affordable Rented Unit
"Residential Unit(s)"	means all residential units forming part of the Development including Market Housing Units and Affordable Housing Units
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it or like effect
"Secretary of State"	means the Secretary of State for Department of Housing, Communities and Local Government (or such other person or organisation who has the jurisdiction from time to time to determine the Appeal) including the Inspector who is appointed to act on their behalf
"Service Head – Highways Operations "	means the head of the service with responsibility for adoption of open spaces play areas and amenities or such replacement head of service as determined by the Council or his appointed representative for the time being of the Council
"Shared Ownership Housing"	means the Affordable Housing to be managed by a Transferee and to be disposed of in accordance with the Allocations Policy to a Qualifying Person on a shared ownership lease which includes Homes England's Fundamental Clauses
"Shared Ownership Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Shared Ownership Housing
"Section 73 Permission"	means a planning permission granted by the Council pursuant to an application made under Section 73 of the Act or Section 73A of the Act or any similar provision in the Act in respect of the Planning Permission
"Social Rented Housing"	means housing owned and managed by a Transferee for which guidelines target rents are determined through the National Rent Regime.
"Sports Pitch Contribution"	means the sum of £25,392 to be paid to the Council and used by the Council towards the upgrade of Bradstone Sports Field playing pitches and/ ancillary facilities or pitch provision within the vicinity of the Land

"Standards"	means the size standards promoted by Homes England as at the date of this Deed being at least 85% NDSS
"Subsidy"	means any grant funding from the Council Homes England the Transferee's Recycled Capital Grant Fund the Private Finance Initiative or other form of state aid or grant subsidy
"Transferee"	Means either the Registered Provider the Council in its capacity as local housing authority (at the Council's absolute discretion) and/or a third party which meets the requirements of the Council to own and manage Affordable Housing Units such approval not to be unreasonably withheld or delayed.
"Travel Plan Monitoring Fee"	means the sum of seven thousand pounds (£7,000.00) to be used for the purposes of monitoring the residential travel plan relating to the Development
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
"Waste and Recycling Contribution"	means the sum of one hundred and one pounds (£101.00) per Residential Unit as a contribution towards the provision of waste and recycling equipment for the Residential Units
"Working Day(s)"	days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2. Construction of this Deed

2.1. Words importing the masculine include the feminine and neuter gender and vice versa

2.2. Words importing the singular include the plural and vice versa

2.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner

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2.4. Wherever there is more than one person named as a party all their obligations can be enforced against all of them jointly and against each individually

2.5. Insofar as different parts of or interests in the Land are owned by different persons each person covenants with the Council and with one another to co-operate insofar as they are able to ensure that the covenants herein on behalf of "the Owner" are fulfilled as expeditiously as possible

2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed

2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed

2.8. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion

2.9. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it

2.10. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council

2.11. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

2.12. Any number of Market Housing Units or Residential Units which are set in this Deed by reference to a percentage shall be rounded up or down to the nearest whole number of units

3. Statutory provisions

3.1. This Deed is made pursuant to the following:

Section 106 of the Act

Section 111 of the Local Government Act 1972

Section 93 Local Government Act 2003

Section 1 Localism Act 2011

and all other enabling powers

and has been entered into by the Council pursuant to those powers

3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

3.3. If in determining the Appeal the Secretary of State or the Inspector expressly states in the Decision Letter that any planning obligation contained in this Deed:

3.3.1. is not a material planning consideration; or;

3.3.2. can be given no weight in determining the Appeal; or

3.3.3. does not constitute a reason for granting the Planning Permission in accordance with Regulation 122 of the CIL Regulations

then such planning obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed save as set out in the Decision Letter

4. Commencement

4.1. This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development

save for Clauses 3.3 and 7.8 and 17 which shall come into effect immediately upon completion of this Deed and save for all those other provisions in Clauses and those provisions in the Schedules which specifically require compliance prior to the Commencement of Development which shall come into force on the grant of the Planning Permission

4.2 The Owner shall notify the Council within 21 days of the intended date of Commencement of Development and the date of Occupation of the first Residential Unit within the Development and the date of Occupation of 50% of the Market Housing Units and the date of Occupation of 90% of the Residential Units and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice

4.3 If the Owner has not provided the information referred to in clause 4.2 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its reasonable and proper costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time PROVIDED THAT the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

5. The Owner Covenants

The Owner will observe and perform the obligations on its part set out in this Deed and in Schedules

6. The Council's Covenants

The Council covenants with the Owner as set out in this Deed and as set out in Schedule 13

7. General

The parties agree that:

7.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

7.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)

7.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest

7.4. Subject to clause 7.3 no person shall be liable for any breach of a covenant restriction or obligation contained in this Deed in relation to a part of the Land in which it does not have a freehold or leasehold interest.

7.5. Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

7.6. If before Commencement of Development the Planning Permission:

a) expires within the meaning of Sections 91 92 or 93 of the Act; or

b) is revoked, quashed or modified without the consent of the Owner;

this Deed shall cease to have effect

7.7. In the event the Council grants a subsequent Section 73 Permission or if a Section 73 Permission is granted following an appeal under Section 78 of the Act, any such Section 73 Permission shall be deemed to be granted subject to the covenants and provisions of this Deed and to apply in equal terms to it save that where the Council in its determination of the application for a Section 73 Permission requires consequential amendments to this Deed to reflect the impact of the application for a Section 73 Permission in such circumstances a separate deed pursuant to section 106 or s.106A of the Act will be required to secure relevant planning obligations relating to the Section 73 Permission

7.8. The Developer shall pay to the Council its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed

7.9. This Deed shall be registerable as a local land charge by the Council

7.10. Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate

7.11. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

7.12. Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as local planning authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations

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

7.14. This Deed shall not bind any statutory undertakers in respect of land held for their operational purposes

8. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by pre-paid first class post or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference Iken 147090 and copied to the Section 106 and Community Infrastructure Levy Officer

9. Waiver

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed

shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10. Change in Ownership

The Owner agrees with the Council to give the Council written notice of any change in ownership of any of its interests in the Land within 5 Working Days of such change occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Residential Unit

11. Indexation

All financial contributions payable to the Council under this Deed shall be Index Linked from the date of this Deed to the date of payment

12. Interest

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually.

13. Developer's Consent

The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained and as set out in this Deed and that any interest the Developer has in the Land shall be subject to this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed (apart from Clause 7.8) unless it takes possession of or acquires the freehold interest in the Land or part of it in which case it too will be bound by the obligations as a person deriving title from the Owner

14. VAT

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

14.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

15. Dispute Resolution

15.1. Any dispute arising out of the provisions of this Deed shall be referred to a person having appropriate qualifications and experience in such matters ("the Expert") for the determination of that dispute PROVIDED THAT the provisions of this Clause 15 shall be without prejudice to the right of any party to seek the resolution of any matter relating to the Deed to the Courts and/or in accordance with Section 106(6) of the Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Courts or to the provisions of Section 106(6) of the Act for the resolution of any matter arising from the Deed

15.2. The Expert shall be appointed jointly by the relevant parties to the dispute ("the Relevant Parties") or in default of agreement by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the parties

15.3. The decision of the Expert shall be final and binding upon the Relevant Parties and the following provisions shall apply:

15.3.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct

15.3.2 the Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him before making his decision

15.3.3 the Expert shall be entitled to obtain opinions from others if he so wishes

15.3.4 the Expert shall make his decision within the range of any representations made by the Relevant Parties themselves

15.3.5 the Expert shall comply with any time limit or other directions agreed by the Relevant Parties on or before his appointment

15.4 Where there is a dispute as to the amount of any contribution payable to the Council the Owner shall pay its estimate of such contribution to the Council at the time

specified in this Deed and shall pay any difference between that figure and the amount determined by the Expert within 28 days of the Expert's decision together with Interest thereon calculated from the date the payment was required until the date it is made

16. Indemnity

16.1. The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

a) Compensation (including any claim arising under the Land Compensation Acts)

b) Damages

c) Costs

d) Charges

e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim PROVIDED THAT the Council shall:

16.1.1 notify the Owner of receipt of any claim;

16.1.2 keep the Owner fully informed of any negotiations/proceedings relating to any claim, afford the Owner the right to make representations in relation to any claim and consider and take into account all representations made by the Owner;

16.1.3 not settle any claim without the consent of the Owner; and

16.1.4 not settle any claim on terms different to those that it would have accepted if this indemnity had not been given

16.2. The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

17. Delivery

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 – Affordable Housing

Affordable Housing

Obligations

1. The Owner covenants with the Council as below save that:

   1.1 paragraphs 20 and 21 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner

General

The Owner shall:

1 provide the Affordable Housing Units in accordance with the Affordable Housing Plan and the Affordable Housing Mix unless otherwise agreed in writing with the Council;

2 not submit any Reserved Matters Application without simultaneously submitting the Affordable Housing Plan and details of the Affordable Housing Mix to the Council (a copy of which shall be provided at the same time by the Owner to the Head of Housing) for the Affordable Housing Units contained within the relevant Reserved Matters Application and not to Commence Development of any such area until the Affordable Housing Plan and the Affordable Housing Mix relating to that area have been approved by the Council;

3 provide:

   3.1 40% of the Residential Units as Affordable Housing at Nil Subsidy of which:

   3.2 60% of the Affordable Housing Units shall be Affordable Rented Units and 15% shall be Shared Ownership Units and 25% shall be First Homes unless otherwise agreed in writing with the Council;

   3.3 10% of the Affordable Housing Units as Adapted Units unless otherwise agreed in writing with the Council.

Design of Affordable Housing Units

4 Construct:

4.1 all of the Affordable Housing Units to the Standards except the First Homes which shall be constructed to no less than the standard applied to the Market Housing Units and;

4.2 the Adapted Units to the Adapted Units Standards

unless otherwise agreed in writing with the Council;

Affordable Housing Contract

5. not Commence the Development until the Owner and the Transferee have entered into the Affordable Housing Contract unless otherwise agreed in writing with the Council and to provide to the Council on demand documentary evidence of the existence of the Affordable Housing Contract;

Transfer of Affordable Housing Units to Transferee

6. not to Occupy more than 50% of the Market Housing Units until 50% of the Affordable Housing Units (excluding the First Homes) have been completed in accordance with the Planning Permission and made available for Occupation and transferred to the Transferee in accordance with paragraph 7 of this Schedule 1 and not to Occupy more than 80% of the Market Housing Units until all of the Affordable Housing Units (excluding the First Homes) have been completed in accordance with the Planning Permission and made available for Occupation and transferred to the Transferee in accordance with paragraph 7 of this Schedule 1 and to provide the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units (excluding the First Homes);

7. transfer the completed Affordable Housing Units not including the First Homes to the Transferee for the Affordable Housing Consideration and such transfer shall include a restriction that in the event that any of the Affordable Housing Units are sold the proceeds of sale shall be recycled into the provision of further Affordable Housing Units in Wiltshire

Affordable Housing Transfer Terms

8. ensure that each transfer of an Affordable Housing Unit (excluding the First Homes) shall:

8.1. be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 years;

8.2. provide, without additional cost to the Transferee, vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected to highways and sewers that serve the area;

Allocations Policy/Nominations Rights - Rented and Shared Ownership

9. procure that on transfer of the Affordable Housing Units (excluding First Homes) to the Transferee the Transferee will operate in accordance with:

9.1 the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units (excluding First Homes) unless otherwise agreed in writing with the Council;

Homes England's Target Rent

10. ensure that the:

10.1. equity share of the Shared Ownership Units which is retained by the Transferee is only let at a rent that is no more than 2.75% per annum of the value of the share retained by the Transferee or in line with Homes England guidelines applicable at the time of sale of the Shared Ownership Units;

10.2. Affordable Rented Units are let at a rent of no more than 80% of local Market Rent (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or such other amount as prescribed by Homes England or the Regulator of Social Housing);

Distribution and Design of Affordable Housing Units

11. not Commence the Development until the Owner has agreed with the Council the distribution of the Affordable Housing Units across the Development

12. ensure that the Affordable Housing Units are materially indistinguishable (in terms of outlook design and appearance) from the Market Housing Units of similar size (other than to accommodate any differences required as a result of paragraph 4 of this Schedule)

13. The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Housing Units

but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

14. shall ensure that the Affordable Housing Units are integrated with the Market Housing Units in clusters of no more than fifteen (15) Affordable Housing Units unless otherwise agreed in writing with the Council

Use of Affordable Housing Units

15. Subject to the terms of this Deed to ensure that the Affordable Housing Units (excluding the First Homes) are at all times owned and managed by the Transferee and that the Affordable Housing Units are used and Occupied in accordance with Schedule 3 Affordable Housing Mix as:

a. the Affordable Rented Units let by way of tenancy agreements in line with the Regulator of Social Housing's regulatory standards or such other form of tenancy agreement as shall be agreed in writing with the Council; and

b. Shared Ownership Units which are owned and occupied in accordance with a shared ownership lease that includes the Homes England's Fundamental Clauses or such other tenancy agreement or shared ownership lease as shall be agreed in writing with the Council and for the avoidance of doubt the operation of this paragraph does not prevent staircasing to 100%

16. subject to the terms of this Deed not to cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing

Qualifying Persons - rented and shared ownership

17. ensure unless otherwise agreed in writing with the Council that the Affordable Housing Units save for First Homes are occupied and let to a person(s) who satisfies the following conditions:

a. is a Qualifying Person whom it is proper for the Transferee to house in accordance with its rules; and

b. has a local connection as set out in the Allocations Policy

Mortgagee Provisions – rented and shared ownership

18. The Affordable Housing provisions of this Deed and the Nomination Rights contained in Schedule 2 shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:

18.1 such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units (excluding First Homes) and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units (excluding First Homes) to another Transferee for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

18.2 if such disposal has not completed within the three (3) month period the Chargee shall be entitled to dispose of the relevant Affordable Housing Units free from the Affordable Housing provisions and Nomination Rights in this Deed which provisions shall determine absolutely

19 This Deed shall not be binding on or enforceable against any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees

First Homes – Delivery Mechanism

20.

20.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

20.1.1 the Eligibility Criteria (National); and

20.1.2 the Eligibility Criteria (Local)

20.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 20.1.2 shall cease to apply.

20.3 Subject to paragraphs 20.6 to 20.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee

20.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

20.4.1 The Council has been provided with evidence by the Owner that:

20.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 20.2 applies meets the Eligibility Criteria (Local) (if any)

20.4.1.2 the Residential Unit is being Disposed of as a First Home at the Discount Market Price and

20.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be Wiltshire Council

b) a definition of "First Homes Provisions" in the following terms:
"means the provisions set out in clause[s] [ ] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the Council [and] (2) [and (3)]

d) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

20.4.2 The Council has issued the Compliance Certificate which the Council hereby covenants that it shall issue within twenty-eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 20.3 and 20.4.1 have been met

20.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"*No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition*"

20.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

20.6.1 the Residential Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 20.1 and 20.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Residential Unit as a First Home but it has not been possible to Dispose of that Residential Unit as a First Home in accordance with paragraphs 20.3 and 20.4.1; or

20.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 20.6.1 before being able to Dispose of the Residential Unit other than as a First Home would be likely to cause the First Homes Owner undue hardship

20.7 Upon receipt of an application served in accordance with paragraph 20.6 the Council shall have the right (but shall not be required) to direct that the relevant Residential Unit is disposed of to it at the Discount Market Price

20.8 If the Council is satisfied that either of the grounds in paragraph 20.6 above have been made out it shall confirm in writing within twenty-eight (28) days of receipt of the written request made in accordance with paragraph 20.6 that the relevant Residential Unit may be Disposed of:

20.8.1 to the Council at the Discount Market Price; or

20.8.2 (if the Council confirms that it does not wish to acquire the relevant Residential Unit) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Residential Unit apart from paragraph 20.10 which shall cease to apply on receipt of payment by the Council where the relevant Residential Unit is disposed of other than as a First Home

20.9 If the Council does not wish to acquire the relevant Residential Unit itself and is not satisfied that either of the grounds in paragraph 20.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 20.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Residential Unit as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Residential Unit as a First Home he may serve notice on the Council in accordance with paragraph 20.6 following which the Council must within twenty-eight (28) days issue confirmation in writing that the Residential Unit may be Disposed of other than as a First Home

20.10 Where a Residential Unit is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 20.8 or 20.9 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

20.11 Upon receipt of the Additional First Homes Contribution the Council shall:

20.11.1 as soon as reasonably practicable, provide a completed application to enable the removal of the restriction on the title set out in paragraph 20.5 where such restriction has previously been registered against the relevant title and shall be entitled to recover its costs in respect of such application up to a maximum of £100.00

20.11.2 apply all monies received towards enabling the provision of Affordable Housing

20.12 Any person who purchases a First Home free of the restrictions in this Schedule pursuant to the provisions in paragraphs 20.9 and 20.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

First Homes – Use

21. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 21.1 – 21.4 below.

21.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

21.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

21.3 A letting or sub-letting permitted pursuant to paragraph 21.1 or 21.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

21.4 Nothing in this paragraph 21 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

Mortgagee Provisions – First Homes

22. The obligations paragraphs 1, 2, 4, 13, 14, 20 and 21 of this Deed in relation to First Homes shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security or any administrator (howsoever appointed (each a First Homes Receiver)) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or First Homes Receiver PROVIDED THAT:

22.1 such First Homes Mortgagee or First Homes Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

22.2 once notice of intention to Dispose of the relevant First Home has been given by the First Homes Mortgagee or First Homes Receiver to the Council the First Homes Mortgagee or First Homes Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 22.3

22.3 following the Disposal of the relevant First Home the First Homes Mortgagee or First Homes Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

22.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

22.4.1 forthwith issue a completed application to the purchaser of that Residential Unit to enable the removal of the restriction on the title set out in paragraph 21.5; and

22.4.2 apply all such monies received towards enabling the provision of Affordable Housing

SCHEDULE 2: NOMINATION RIGHTS

1. Pursuant to paragraph 9 of Schedule 1, as between the Transferee and the Council the following provisions shall govern the nominations/allocations of Occupation of the Affordable Housing Units (excluding First Homes) in line with the Allocations Policy and the nominations procedures for each type of tenure;
2. The Transferee shall notify the Council in writing from time to time of any Affordable Housing Unit that shall be vacant and available for Occupation;
3. The Transferee will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons;
4. The Council and the Transferee shall have the following nomination rights in respect of the Affordable Housing Units save for First Homes:

	Nominations
The initial allocation of each dwelling:	the Council 100%
Thereafter:	the Council 75%
	the Transferee 25%

SCHEDULE 3 – AFFORDABLE HOUSING MIX

An indicative mix only – details will need to be reviewed/confirmed at time of any Reserved Matters Planning Application to ensure still in line with the current demonstrable need:

Affordable Rented 60% (22 units)

28% x 1 bed 2 person house-style 2 storey maisonettes* (6 units)

36% x 2 bed 4 person houses and bungalows* (8 units)

28% x 3 bed 6 person houses (6 units)

8% x 4 bed 7 person houses (*2 units*)

Shared Ownership 15% (6 units)

60% x 2 bed 4 person houses (4 units)

40% x 3 bed 5 person houses (2 units)

First Homes 25% (9 units)

20% x I bed 2 person flats (2 units)

20% x 2 bed 3 person flats (2 units)

60% x 2 bed 4 person houses (5 units)

* Mix to include 3 x I bed 2 person Ground Floor house-style maisonettes and 1 x 2 bed 4 person bungalow built to Part M4(2) of the Building Regulations 2010 (Part M) Accessible and Adaptable Dwellings (as at the date of this Deed / the time of the relevant reserved matters approval). The Adapted Units to be provided with a level access shower suitable for wheelchair users

Unless otherwise agreed in writing by the council, including through the approval of reserved matters

SCHEDULE 4: NDSS and 85% NDSS

Number of bedrooms	Number of bed spaces	NDSS			Minimum 85% NDSS		
		1 storey (sqm)	2 storey (sqm)	3 storey (sqm)	1 storey (sqm)	2 storey (sqm)	3 storey (sqm)
Studio	1p	39 (37)*			34 (32)*		
1b	2p	50	58		43(F)	50	
2b	3p	61	70		52	60	
	4p	70	79		60(B)	68(H)	
3b	4p	74	84	90	63	72	77
	5p	86	93	99	74	80	85
	6p	95	102	108	81	87	92
4b	5p	90	97	103	77	83	88
	6p	99	106	112	85	91	96
	7p	108	115	121	92	98	103
	8p	117	124	130	100	106	111
5b	6p	103	110	116	88	94	99
	7p	112	119	125	96	102	107
	8p	121	128	134	103	109	114
6b	7p	116	123	129	99	105	110
	8p	125	132	138	107	113	118

*Where a one person flat has a shower room rather than a bathroom the floorspace may be reduced from 39 sqm to 37 sqm (NDSS) or from 34 sqm to 32 sqm (85% NDSS).

(F=Flat) (B=Bungalow) (H=House)

SCHEDULE 5 – OPEN SPACE AND/OR PLAY AREA (MANAGEMENT COMPANY)

The Owner shall:-

1. Submit the Landscape Plan to the Service Head – Highway Operations for approval in writing prior to the Commencement of Development and not Commence Development until the Landscape Plan has been approved in writing by the Service Head – Highways Operations (such approval not to be unreasonably withheld or delayed) and thereafter shall lay out the Open Space and Play Area in accordance with the approved Landscape Plan

1.1 Submit the Management Scheme to the Service Head Highways Operations–for approval in writing prior to the Occupation of the Development.

2. notify the Council in writing within seven (7) Working Days of completion of the laying out of the Open Space and/or Play Area of the details of their designated contact for queries regarding the Open Space and Play Area and request an inspection by the Service Head – Highway Operations

3. not allow more than 70% of the Residential Units to be Occupied until:
   3.1 the Open Space Practical Completion Certificate and Play Area Certificate has been issued;
   3.2 the Play Area is designed provided laid out and equipped in accordance with the Landscape Plan; and
   3.3 the Open Space and the Play Area have been made available for public use;

4. After the construction and laying out of the Open Space and as soon as the planting season permits to plant in the Open Space plants and trees in accordance with the approved Landscape Plan

5. Not adjust the actual area of Open Space and the Play Area so as to include and/or exclude land that abuts the boundary of the curtilages of individual Residential Units or adopted or adoptable highway UNLESS such adjustment has been agreed in writing with the Service Head – Highways Operations

6. Not to use or allow the Open Space and/or Play Area to be used for any other purpose other than as Open Space and Play Area for the use by and for the enjoyment of the public in perpetuity

7. Pay the Council's reasonable and proper costs in taking any action to remedy the failure to comply with the Remedial Notice within 21 Working Days of the Service Head – Highways Operations serving notice of the amount due.

8. To insure and maintain or procure the maintenance of the Open Space and Play Area in accordance with the approved Management Scheme to the satisfaction of the Service Head – Highways Operations until completion of its transfer to the Management Company and to comply with any Remedial Notice issued by the Service Head –Highways Operations within 28 Working Days

9. Not to allow more than 90% of the Residential Units to be Occupied until the Open Space and/or Play Area has been transferred to the Management Company and the Open Space and/or Play Area shall thereafter be maintained in perpetuity in accordance with the approved Management Scheme (unless otherwise agreed in writing with the Council).

10. To enter into negotiations with the Registered Provider or Transferee and agree a reasonable figure for the Resident Management Charge to be levied on occupants of the Affordable Rented Units

Management Company Provisions

11. Not to use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owner has at its own expense:

11.1 set up and registered the Management Company as a private limited company incorporated and registered in England at Companies House (if applicable).

11.2 ensured that the Management Company has at least one Director and one Company Secretary that are eligible to be appointed and (if required) removed and replaced by the Members of the Management Company;

11.3 procured that the Management Company appoints a named manager ("the Managing Agent") responsible for liaising with the Council and owners and occupiers of the Residential Units.

11.4 procured through the Management Company documentation (as set out in paragraph 12 below) that the Management Company will hold at least one (1) residents meeting per year.

11.5 Procure that the Management Company is responsible for the upkeep and on-going maintenance of Open Space and/or Play Area in accordance with the approved Landscape Plan and the obligations under this Agreement.

Management Company Documents

12. Not to use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owner has provided the Council with the following information and documents relating to the Management Company:

12.1 a copy of the company Certificate of Incorporation and Articles of Memorandum;

12.2 a copy of its Rules (including the holding of at least one (1) residents meeting per year and the giving of a minimum of seven (7) days written notice of each meeting to the Service Head – Highways Operations and all Company Members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and Regulations and operational manuals;

12.3 any other relevant documentation relating to the Open Space and/or the Play Area;

12.4 details of the names and addresses of all Directors, Members and the Company Secretary;

.

Operation of the Management Company

13 The Owners hereby covenants to;

13.1 ensure that the Registered Provider is a Member of the Management Company;

13.2 that the Managing Agent will ensure that their contact details including his name address and telephone number are regularly updated and distributed to the owners and occupiers of all of the Residential Units

13.3 ensure that the Resident Management Charge is secured on the first transfer or disposal of any Residential Units and that covenants are contained on the

transfer to procure that on any subsequent transfer or disposal the Resident Management Charge is secured in favour of the Management Company

13.4 ensure that in the event that the Owner disposes of its interest in the site as a Management Company and transfers its said interest to a new management company formed of all the Residential Unit Owners the Management Company will ensure that upon the transfer of any Residential Units that all freehold and registrable leasehold owners of the Residential Units are Members of the Management Company and eligible to vote at any Annual General and Special Company Meetings;

SCHEDULE 6 - LANDSCAPE PLAN

1. Owner's landscape proposals document;
2. Wiltshire Council's Standard Specification for adoption of Open Space;
3. Plans;
4. Wiltshire Council's play equipment specification in accordance with the National Playing Fields Association's standards and European Standards BS EN 1176 and BS EN 1177

SCHEDULE 7 – WASTE AND RECYCLING

1. The Owner covenants with the Council that it shall:

1.1 Pay to the Council the Waste and Recycling Contribution prior to Commencement of Development

1.2 Not to Commence Development without paying to the Council the Waste and Recycling Contribution and payment has been acknowledged in writing by the Council

1.3. Prior to Commencement of Development to provide details of their designated contact for liaison regarding the waste and recycling and to provide update of their designated contact following any change of personnel

SCHEDULE 8 – TRAVEL PLAN MONITORING FEE

The Owner covenants with the Council

1. to pay to the Council the Travel Plan Monitoring Fee prior to the Occupation of Development
2. not to Occupy the Development until the Travel Plan Monitoring Fee has been paid to the Council

SCHEDULE 9 – SPORTS PITCH CONTRIBUTION

1.The Owner covenants with the Council:

1.1 to pay to the Council the Sports Pitch Contribution prior to the Commencement of Development

1.2 Not to Commence Development until the Sports Pitch Contribution has been paid to the Council

SCHEDULE 10 - EARLY YEARS CONTRIBUTION

1. The Owner covenants with the Council to pay to the Council in its capacity as local education authority the Early Years Contribution as follows:

1.1 upon the approval of the final Reserved Matters Application containing the Residential Units the Early Years Contribution shall be recalculated based on the actual number of Residential Units permitted

1.2 to pay to the Council the Early Years Contribution prior to the Commencement of Development

1.3 not to Commence Development until the Early Years Contribution has been paid to the Council

SCHEDULE 11 - PROW CONTRIBUTION

1. The Owner covenants with the Council:

1.1 to pay to the Council the PROW Contribution prior to Commencement of Development

1.2 Not Commence Development until the PROW Contribution has been paid to the Council

SCHEDULE 12 - MONITORING FEE

1. The Owner covenants with the Council:

1.1 to pay to the Council Monitoring Fee prior to Commencement of Development

1.2 not to Commence Development until the Monitoring Fee has been paid to the Council

SCHEDULE 13 – PERMISSIVE PATH

1.1 Prior to the Occupation of the first 10% of the Residential Units the Owner shall permit the general public to have continuous access on foot and cycle over the Permissive Path at all times free of charge and free from obstruction **SUBJECT TO**:

(a) Permitted Closures; and

(b) any lawful requirements of the police or any other competent authority.

1.2 The Owner agrees with the Council not to use the Permissive Path other than for the Permitted Use;

a) to keep the Permissive Path in a safe condition and fit for the Permitted Use;

b)to keep the Permissive Path clear of vegetation, obstructions and rubbish;

c)not to erect any gates, stiles, footbridges or other structures without the prior written consent of the Owner, which consent will not be unreasonably withheld;

d)to keep any gates, stiles, footbridges or other structures on the Permissive Path in good repair and condition;

e)to erect signs warning users of the Permissive Path of any dangers on or near the Permissive Path;

f) to erect circular signage along the route of the Permissive Path from points A to B.

SCHEDULE 14 - COVENANTS BY THE COUNCIL

Repayment of Contributions

The Council covenants with the Owner:

1. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid

2. To pay to the paying party such amount of any Contribution made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner to do so

Open Space and Play Area (Management Company)

The Council covenants with the Owner to:

1 inspect the Open Space and/or Play Area within a reasonable period of having received notification from the Owner under Schedule 5 of this Deed or in the event that no such notification has been received at the Council's discretion to determine whether to issue the Open Space Practical Completion Certificate and/or the Play Area Certificate (as the case may be)

2 If appropriate following an inspection referred to under paragraph 1 above either:-
(a) issue the Open Space Practical Completion Certificate and/or the Play Area Certificate (as the case may be); or
(b) issue a Remedial Notice

3 inspect the Open Space and/or the Play Area (as appropriate) in the event that a Remedial Notice is issued

4 If a Remedial Notice is issued then the timetable for issuing the Open Space Practical Completion Certificate and the Play Area Certificate under this Deed shall be deemed amended accordingly in order for compliance of the Remedial Notice to be achieved and further inspections are to be carried out by the Council as appropriate

5 In the event that a Remedial Notice is not complied with within a reasonable period agreed with the Council then the Open Space Practical Completion Certificate and the Play Area Certificate shall not be issued until the Remedial Notice has been complied with to the reasonable satisfaction of the Council

Annex A. :Plan 1 – ref 02.21.00 Rev A

Site

LAND WEST OF MILBOURNE, MALMESBURY

Drawing

SITE LOCATION PLAN

Scale

1:1250@A1

Date

28.04.23

Drawing ref

02.21.**00 RevA**

KEY

Site boundary

RevA - 23.08.18 - Red line boundary revised

THE CORE

richards urban design

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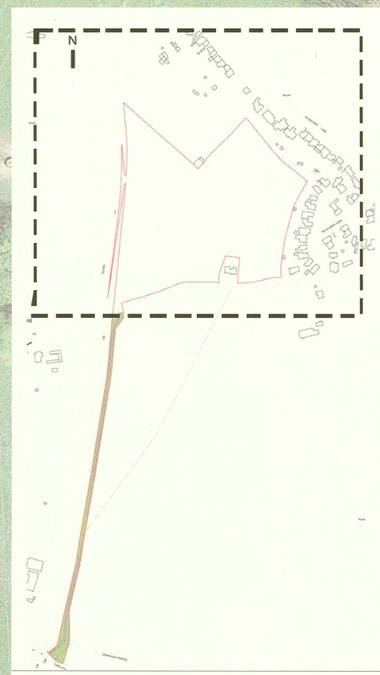
Annex B. : Plan 2 – Indicative Master Plan Rev A 23.08.18



Full extents of site boundary (Not to scale)

POS

LEAP

POS

SUDS

KEY

- Site Boundary
- Existing Trees Retained
- Existing and Enhanced Hedgerows
- Proposed Trees
- Proposed Hedgerow
- Proposed Grassland under a relaxed management regime
- Private Green Areas
- Proposed Swales
- Rising Main Easement
- Existing Public Sewer Easement

N 0 10m 20m 30m 40m 50m 60m 70m

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Status

PLANNING

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Client

MILLER HOMES

Project

LAND WEST OF MILBOURNE, MALMESBURY

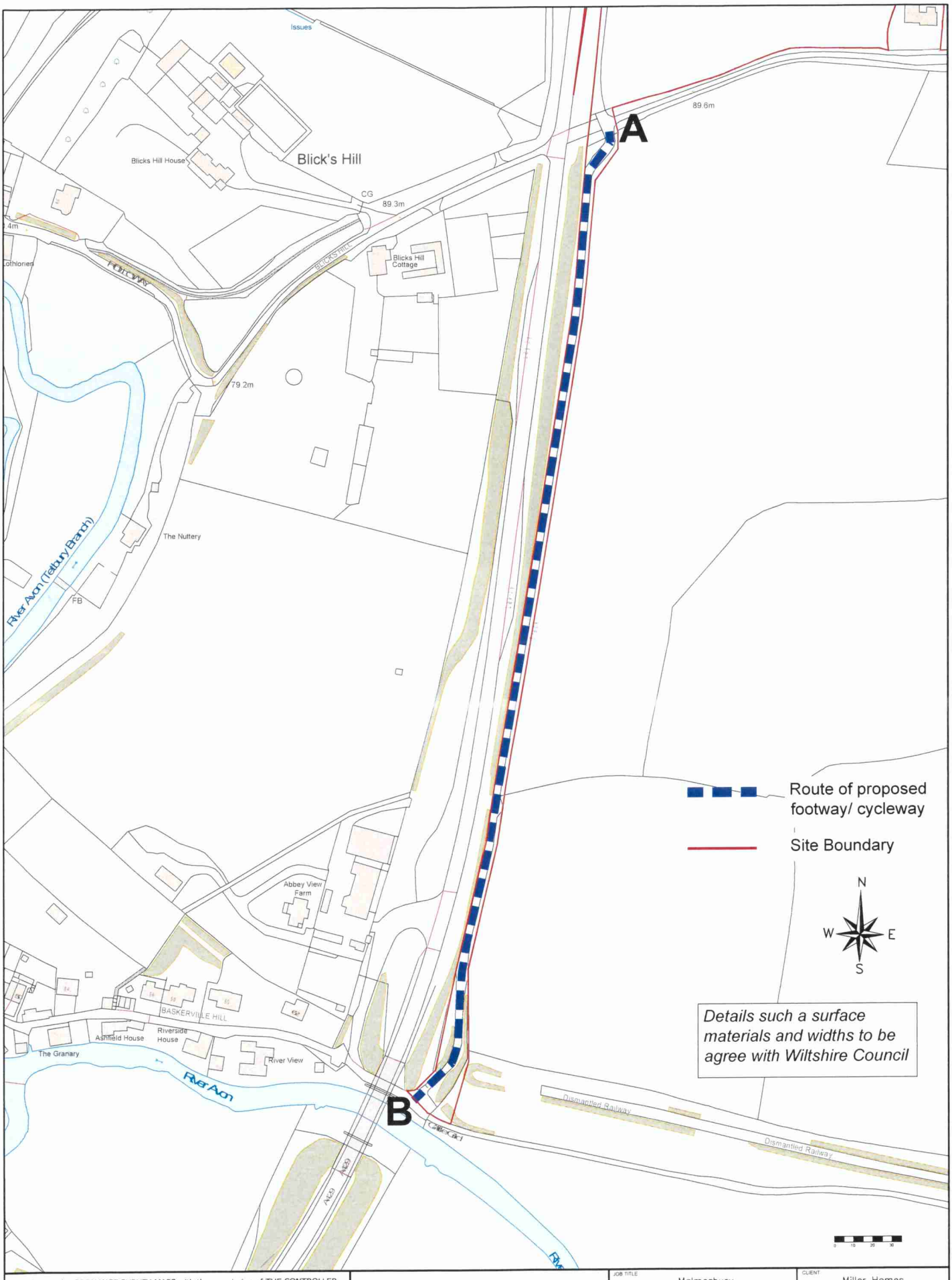
Drawing Title

ILLUSTRATIVE LANDSCAPE STRATEGY BASED ON INDICATIVE MASTERPLAN (REF.02.21.01) PREPARED BY RICHARDS URBAN DESIGN AND THE CORE

Scale	Sheet Size	Date
1:1,000	A2	NOV 2023

Client Ref.	Drawing Ref.	Drawing No.	Version
-	2824-4-4-4	DR-0002	S4-P8

Annex C: Proposed Pedestrian/Cycle Route drawing number 23117-04



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JOB TITLE	CLIENT
Malmesbury	Miller Homes

DRAWING TITLE: Proposed Pedestrian / Cycle Route

SCALE	DRAWN BY	DATE	DRAWING No	REVISION
1:2500@A4	DN	July 25	23117-04	E

Annex D: Councils Standards for Open Space and Play Equipment

WILTSHIRE COUNCIL

FIXED PLAY AREA SPECIFICATION

JANUARY 2021



CONTENTS

1. NATIONAL PLAYING FIELDS ASSOCIATION (NPFA) DEFINITIONS

2. WILTSHIRE COUNCIL (WC) FIXED PLAY AREA CHARACTERISTICS

3. WC STANDARD SPECIFICATION EXAMPLES

4. MAINTENANCE COSTS

5. RECOMMENDED PLAY EQUIPMENT PROVIDERS

6. EXAMPLE SIGN

NATIONAL PLAYING FIELD ASSOCIATION DEFINITIONS

Designated play areas are areas for children and young people containing a range of facilities and an environment that has been designed to provide focused opportunities for outdoor play comprising casual or informal playing space within housing areas. These play areas comprise LAPs, LEAPs and NEAPs

LAP (Local Area for Play):
A small area of open space specifically designated and primarily laid out for very young children to play close to where they live i.e. within one minute's walking time. LAPs are designed to allow for ease of informal observation and supervision and primarily function to encourage informal play and social interaction for toddlers. The LAP requires no play equipment as such, relying more on demonstrative features indicating that play is positively encouraged.

LEAP (Locally Equipped Area for Play):
An area of open space specifically designed and laid out with features including equipment for children who are beginning to play independently. The number and nature of equipment and structures is a matter for local decision, though provision for a minimum number of six play experiences is recommended.

Play features including equipment are an integral part of the LEAP and the attractiveness of such spaces, though it is also important that the space can be used for physical activity and games.

NEAP (Neighbourhood Equipped Area of Play):
This is an area of open space specifically designated, laid out and equipped mainly for older children but potentially with play opportunities for younger children as well. It can provide play equipment and a hard surface area for ball games or wheeled activities such as roller skating or cycling. It may provide other facilities such as a ramp for skateboarding, a rebound wall, and a shelter for meeting and socialising. NEAPs can often be combined with LEAP provision.

NOTE:
As Wiltshire Council see little play value in a LAP it will look at options to enlarge other play areas on the development or substitute a Trim Trail for the LAP. As there is no NPFA standard for a Trim Trail (there is the EN16630 quality spec) discussions on the design will be on a case by case basis, with the expectation that the developer would not need to spend more that the cost of the LAP on the Trim Trail.

WILTSHIRE COUNCIL FIXED PLAY AREA CHARACTERISTICS

LAP (LOCAL AREA FOR PLAY)

<u>Please note</u> that due to the general lack of play value and relatively high maintenance costs Wiltshire Council would prefer not to have equipped LAP's on residential developments, if appropriate, consideration will be given to Trim Trails instead.

- Has a minimum activity zone area of 100 m2.
- Caters for children up to 6 years of age.
- Is within 10 minute's walking time from home.
- Has a buffer zone of not less than 5m in depth between the activity zone and the boundary of the nearest dwelling. This should include planting to enable children to experience natural scent, colour and texture.
- Is overlooked by nearby houses.
- Gable ends or other exposed walls should be protected from use for ball games by, for example, providing a strip of dense planting of 1 m minimum depth.
- Is positioned beside a pedestrian pathway on a well-used route.
- Occupies a reasonably flat, well-drained site with grass or a hard surface.
- Contains features that enable children to identify the space as their own domain, e.g. low key games such as hopscotch, a footprint trail, mushroom style seating etc.
- Any playground equipment provided must conform to EN 1176.
- Contains adequate seating for parents and/or carers.
- Provides one litter bin
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter, with contrasting coloured outward opening self-closing pedestrian gate (red / yellow) to prevent access by dogs.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign indicating:
    - The area is solely for use by children up to 6 years.
    - Adults are not allowed unless accompanied by children;
    - Dogs are excluded.
    - Smoking is prohibited

LEAP (LOCAL EQUIPPED AREA FOR PLAY)

- Has a minimum activity zone area of 400 m2.
- Caters for children from 4 to 8 years of age.
- Is within 10 minutes' walking time from home.
- Has a buffer zone of not less than 10m in depth between the activity zone and the boundary of the nearest dwelling. This zone should include planting to enable children to experience natural scent, colour and texture.
- Should not have play equipment overlooking nearby gardens.
- Is positioned by a pedestrian pathway on a well-used route.
- Occupies a well-drained site with a grass or hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN 1177.
- Contains at least 5 types of play equipment, of which at least two are individual pieces, rather than part of a combination multi-play unit. Inclusivity should be seen as key and therefore at least one inclusive item should be included. Each type of play equipment should be designed to stimulate one of the following activities:
    - Balancing
    - Rocking
    - Climbing/Agility
    - Sliding
    - Social play

    Additional items may focus upon rotating, swinging, jumping, crawling, viewing, counting or touching.
- The playground equipment must conform to EN 1176.
- Contains adequate seating for parents and/or carers.
- Contains two litterbins.
- Has adequate space around the equipment to enable children to express their general exuberance and play games of 'tag' or 'chase'.
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening, self closing gates of contrasting colour to the fencing (yellow / red), on opposite sides of the play area, to deter entry by dogs and to restrict opportunities of bullying.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign indicating:

- The area is solely for use by children up to 8 years.
- Adults are not allowed unless accompanied by children;
- Dogs are excluded.
- Location of nearest public telephone.
- Name and telephone number of the operator of the facility to report any incident or damage to the play equipment.
- Smoking is prohibited

NEAP (NEIGHBOURHOOD EQUIPPED AREA FOR PLAY)

- Has a minimum activity zone area of 1000 m2 that is divided into two parts; one containing a range of playground equipment and the other having a hard surface of at least 465 m2 (the minimum area needed to play five-a-side football).
- Caters predominantly for older children.
- Is within 12-13 minutes' walking time from home.
- Has a buffer zone of not less than 30m in depth between the activity zone and the boundary of the nearest dwelling. A greater distance maybe needed where purpose built skateboarding facilities are provided. This zone should include planting to enable children to experience natural scent, colour and texture.
- Positioned beside a pedestrian pathway on a well-used route.
- Occupies a well drained site with both grass and hard surfaced areas and featuring an appropriate impact absorbing surface beneath and around the play equipment conforming to EN 1176.
- Contains at least 8 types of play equipment comprising:
    - At least 1 item to stimulate rocking, tough, social or development play among younger children;
    - At least 2 items to facilitate sliding, swinging or moderate climbing;
    - At least 5 items to encourage either more adventurous climbing, single point swinging, balancing, rotating or gliding (e.g. cableway). At least 3 of these items should be individual play items rather than part of a combination multi-play unit.
    - At least one of the above needs to be an inclusive item.
- The playground equipment must conform to EN 1176.
- Contains adequate seating for parents and/or carers in the vicinity of the play equipment and other seating within the hard surfaced games area.
- Contains litterbins at each access point and in the proximity of each group of seats.
- Has a convenient and secure parking facility for bicycles.

- Has adequate space around the equipment to enable children to express their general exuberance and play and play games of 'tag' or 'chase'.
- Has black powder coated metal bow top fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening, self closing gates of contrasting colour to the fencing (yellow / red), on opposite sides of the space, to deter entry by dogs and to restrict opportunities for bullying.
- Has a barrier to limit the speed of a child entering or leaving the facility. (Required when opening onto Highway only).
- Has a sign to indicate:
    - The area is solely for use by children up to 14 years.
    - Adults are not allowed in the equipped space unless accompanied by children;
    - Dogs are excluded;
    - Name and telephone number of the operator of the facility to report any incident or damage to the play equipment;
    - Location of nearest public telephone.
    - Smoking is prohibited.

WILTSHIRE COUNCIL STANDARD SPECIFICATION EXAMPLES

(2020 prices)

Below are examples of equipment that meets the WC specification provided and has been identified as such by providers recently used by Wiltshire Council.

LAP (LOCAL AREA FOR PLAY) - Only accepted under exceptional circumstances

Low Key Games/Equipment Examples:

Multi-Play Unit:

Proludic Tema Multi Play: Supply £3,846

Playdale Little City Toulouse £2,739

Eibe Ecorino Slide Ascent 145 £1,833

HAGS Unimini Jarro £3,880

Wicksteed Cloud £3,000

AVERAGE £3,060

Small Swing:

Proludic Primo Cradles: Supply £1,526,

Playdale City Cradle Swing £2,241

Eibe Luna Double Swing £1,994

HAGS 1.8 Olympic Cradle £1,250

Wicksteed Single Bay Viking Swing £1,800

AVERAGE £1,762

Small See-Saw:

Proludic 4 Person See-Saw: Supply£1,325

Playdale Twin Rider £2,347

Eibe Double Swing Rocker Bumble Bee £699

HAGS Zingo Roko £815

Wicksteed Glow Worm £1,600

AVERAGE £1,357

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices.

Proludic Rubber Mulch £4,949 Grassmat £1,092

Playdale Rubber Mulch £4,104, Grasslmat £3,410

Eibe Rubber Mulch £2,941 Grassmat £1,663

HAGS Rubber Mulch £4,275 Grassmat £1,835

Wicksteed Rubber Mulch £4,000 Grassmat £1,500

AVERAGE Rubber Mulch £4054, Grassmat £1,900

Seating and Bins:

Seating e.g. Proludic Chaumont Bench £581, Playdale City Seat £748, Eibe Monica Bench £329, HAGS Essentials Seat £205, Wicksteed Keyston Seat £580

AVERAGE £489

Bin: e.g. Proludic Bin £322, Playdale Closed Top Litter Bin £721, Eibe Wooden Bin £310, HAGS Ellipse Bin £555, Wicksteed Keyston Metal Litter Bin £300

AVERAGE £442

Bowtop Fencing and Self Closing Gates

Install approximately 42 linear meters of 1m high Black Powder Coated Bowtop Fencing **Approximate Cost: £2,100**

Install 1 No 1.2m wide red self-closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Install 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high. **Approximate Cost £532.**

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost (using Rubber Mulch safety Surfacing) £14835 + 13% = **£16,764**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council LAP: £16,764 + £450 = £17,214

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

LEAP (LOCAL EQUIPPED AREA FOR PLAY)

Equipment Examples:

Multi-Play Unit: e.g. Proludic Diabolo Multi Play £13,389

Playdale Big City Salt Lake City Plus £6,736

Eibe Kibo £8,706

HAGS Nexus Altitude 5 with bannister rails £8,665

Wicksteed XS Cyclone Meso £11,900

AVERAGE £9,879

Balancing: e.g. Proludic Slack Line £1,677,

Playdale City Wobble Board £1,341

Eibe Wobbly Bridge £2,067

HAGS NRG Klondike £1,425

Wicksteed Longboard £1,332

AVERAGE £1,568

Rocking: e.g. Proludic 4 Person See Saw £1,325,

Playdale Quad Rider £1,999

Eibe Four seater Beetle Spring Rocker £1,331

HAGS Turtle 4 Way Springer £645

Wicksteed Cockeral 4 Way £1,600

AVERAGE £1380

Climbing/Agility: e.g. Proludic Climbing Wall £2,579,

Playdale City Swing Steps £1,763

HAGS NRG Kakum Canopy Walk £2,220

Wicksteed Clatter Bridge £2,300

AVERAGE £2215

Social Play: e.g. Proludic Hip Hop £3,655,

Playdale Inclusive Orbit £5,099

Eibe Satelitte Carousel £2,671

HAGS Roty £1,860

Wicksteed Solar Spinner £3,520

AVERAGE £3,361

Swinging: e.g. Proludic POD Swing £2,914,
Playdale City Team Swing (2 Bay) £4,695
HAGS Essentials 2.4m High Steel Flat Seat Swing £1,640
Wicksteed Swing (1 Bay, 2seats) £3,000
AVERAGE £3062

Jumping: e.g. Proludic Trampoline £3,408,
Playdale 5 x Rubber Steps £605
HAGS NRG Ross Ice Shelf £500
Wicksteed Step Link £2,500
AVERAGE £1753

Viewing Counting or touching: e.g. Proludic Maze Play Panel £1,600,
Playdale Ball Maze Play Panel £1,133
HAGS 3 in a Row Play Panel 2 Steel Posts £895
Wicksteed Crazy Mirrors £1,203
AVERAGE £1208

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices).

Proludic Rubber Mulch £15,060, Grassmat £4,256
Playdale Rubber Mulch £14,725, Grassmat £3,410
Eibe Rubber Mulch £5,283 Grassmat £3,217
HAGS Rubber Mulch £20,535 Grassmat £12,359
Wicksteed Rubber Mulch £15,000 Grassmat £4,000
AVERAGE Rubber Mulch £14,120 Grassmat £5,448

Seating and Bins:

- Seating e.g. Proludic Chaumont Bench £581 x 2 = £1162, Playdale City Seat £748 x 2 = £1496, Eibe Monica Bench £329 x 2 = £658, HAGS Essentials Seat £205 x 2 = £410, Wicksteed Keyston Seat £580 x 2 = £1,160
  AVERAGE £978

- Bin: e.g. Proludic Bin £322 x 2 = £644, Playdale Closed Top Litter Bin £721 x 2 = £1442, Eibe Wooden Bin £310 x 2 = £620, HAGS Ellipse Bin £555 x 2 = £1,110, Wicksteed Keyston Metal Litter Bin £300 x 2 = £600
  AVERAGE £884

Bowtop Fencing and Self Closing Gates

Supply approximately 72 linear meters of 1m high Black Powder Coated Bowtop Fencing **Approximate Cost: £3,600**

Supply 1 No 1.2m wide red self closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Supply 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high. **Approximate Cost £532.**

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost (using Rubber Mulch safety Surfacing) £45,579+ 13% = **£51,504**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council LEAP: £51,504 + £450 = £51,954

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

NEAP (NEIGHBOURHOOD EQUIPPED AREA OF PLAY)

Equipment Examples:

Multi-Play Unit: e.g. Proludic Ixo Multi Play £13,612,
Playdale Big City Atlanta Plus £15,500,
Eibe Ecorino Kilimandscharo £13,963
HAGS Nexus Altitude 13B £12,415
Wicksteed Tree Tops Tower Copa £14,000
AVERAGE £13,898

Rocking: e.g. Proludic Hip Hop £3,655,
Playdale Rota Bounce £3,249
Eibe Stand up Spring Rocker £1,185
HAGS Swingo £2,140
Wicksteed 4 Saw £1,500
AVERAGE £2,345

Swinging: e.g. Proludic POD Swing £2,914,
Playdale City Team Swing (2 Bay) £4,695
HAGS Essentials 2.4m High Steel Basket Swing with 2 Flat Seats £3,620
Wicksteed Traditional Swing (2 Bay, 4 Seats) £3,500
AVERAGE £3,682

Moderate / Adventurous Climbing: e.g. Proludic Vertical World £8,826,
Playdale Big City Stockholm Plus £19,037
Eibe Alvier Solo £9,988
HAGS Essential Core £7,550
Wicksteed Trojan Ant Hill Climber £7,000
AVERAGE £10,480

Single Point Swinging: e.g. Proludic Hurricane £5,845,
Playdale Mega Swing £4,399
Eibe Circular Swing £7,590
HAGS Cyclops £4,290
Wicksteed Pendulum Swing with Basket £6,000
AVERAGE £5,625

Balancing: e.g. Proludic Slack Line £1,677,
Proludic City Wobble Board £1,341
Eibe Disco Fox £807
HAGS Freeride £1,550
Wicksteed Longboard £1,000
AVERAGE £1,275

Rotating: e.g. Proludic Roll Up £1,798,
Playdale Inclusive Orbit £5,099
Eibe Satellite Carousel £2,671
HAGS Tornado £2,275
Wicksteed G Force £3,500
AVERAGE £3,069

Gliding: e.g. Proludic Aerospeed £6,740,
Playdale 26m City Aerial Runway £7,835
Eibe Ariel Cableway Sierra £4,703
HAGS 30m Mantis £6,435
Wicksteed 30m Combat Cableway £6,000
AVERAGE £6,343

Tarmac Area:
465m2 Tarmac (including subase & PCC edging) installed. Approximate Cost £33,945
Accessories: e.g. 2 no Proludic Goal Ends £11,624, HAGS Indiana Goal End £3,845
Wicksteed Squeare Closed Goal £10,000
AVERAGE £42,435

Safety Surfacing (Estimates will be shown as a total for each provider linked to their equipment choices).

Proludic Rubber Mulch £27,357, Grassmat £10,304
Playdale Rubber Mulch £50,700, Grassmat £8,580
Eibe Rubber Mulch £12,314 Grassmat £7,195
HAGS Rubber Mulch £30,750 Grassmat £13,107
AVERAGE Rubber Mulch £30,280 Grassmat £9,797

Seating and Bins:

- Seating e.g. Proludic Chaumont Bench £581 x 2 = £1162, Playdale City Seat £748 x 2 = £1496, Eibe Monica Bench £329 x 2 = £658, HAGS Essentials Seat £205 x 2 = £410 Wicksteed Keyston Seat £580 x 2 = £1,160
  AVERAGE £978

- Bin: e.g. Proludic Bin £322 x 2 = £644, Playdale Closed Top Litter Bin £721 x 2 = £1442, Eibe Wooden Bin £310 x 2 = £620, HAGS Ellipse Bin £555 x 2 = £1,110, Wicksteed Keyston Metal Litter Bin £300 x 2 = £600
  AVERAGE £884

Bowtop Fencing and Self Closing Gates

Install approximately 132 linear meters of 1m high Black Powder Coated Bowtop Fencing **Approximate Cost: £6,600**

Install 1 No 1.2m wide red self closing gates with vertical bar infill. Gates are supplied flat top with hydraulic self closing. **Approximate Cost: £789**

Install 1 No 2.8m wide red double leaf lockable maintenance gate with drop bolts. 1 m high. **Approximate Cost £532**.

Sign:

Indicating: The area is solely for use by children, adults are not allowed in the equipped space unless accompanied by children, dogs are excluded, smoking is prohibited, name and telephone number of the operator of the facility to report any incident or damage to the play equipment, location of nearest public telephone. Please see rear of the document for example sign. **Approximate Cost £250**

Delivery and Installation

Approximate Cost £129,465 + 13% = **£146,295**

Independent Post Installation Inspection - £450

Total Approximate Cost of a Wiltshire Council NEAP: £146,295 + £450 = £146,745

Please note - due to site topography and safety surfacing requirements the approximate cost may be subject to change.

MAINTEANCE COSTS

LAP REPLACEMENT (Average)

MULTI-PLAYUNIT - £3,060

SMALL SWING - £1,762

SMALL SEE-SAW - £1,357

SURFACE - £4054

TOTAL REPLACEMENT COSTS - £10,233

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20 years = £24,360

MAINTENANCE COST OF A LAP

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch).

Years 1 – 5 (20%) = £2047

Years 5 – 10 (25%) = £2558

Years 10 – 15 (40%) = £4093

Years 15 – 20 (15%) = £1535

Maintenance Cost of a LAP: £10,233

Total Inspection Cost and Maintenance of a LAP: £34,593

LEAP REPLACEMENT

MULTI-PLAY UNIT - £9,879

BALANCING - £1,568

ROCKING - £1,380

CLIMBING / AGILITY - £2,215

SOCIAL PLAY - £3,361

SWINGING - £3,062

JUMPING - £1,753

VIEWING,COUNTING or TOUCHING - £1,208

SURFACE - £14,120

TOTAL REPLACEMENT COSTS - £38,546

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20 years = **£24,360**

Maintenance Cost of a LEAP:

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch).

Years 1 – 5 (20%) = £7,709

Years 5 – 10 (25%) = £9,637

Years 10 – 15 (40%) = £15,418

Years 15 – 20 (15%) = £5,782

Maintenance Cost of a LEAP = £38,546

Total Inspection Cost and Maintenance of a LAP: £62,906

NEAP REPLACEMENT

MULTIPLAY UNIT - £13,898

ROCKING - £2,345

SWINGING - £3,682

MODERATE / ADVENTUROUS CLIMBING - £10,480

SINGLE POINT SWINGING - £5,625

BALANCING - £1,275

ROTATING - £3,069

GLIDING - £6,343

SURFACE - £30,280

TOTAL REPLACEMENT COSTS - £76,997

INSPECTION COSTS

£ 1,218 (ANNUAL) X 20YEARS = **£24,360**

Maintenance Cost of a NEAP:

The maintenance costs are broken down over four five year periods and a percentage of the total cost per period, based upon wear and tear, replacement of equipment and surfacing (rubber mulch) this does not include the tarmac replacement / repair.

Years 1 – 5 (20%) = £15,399

Years 5 – 10 (25%) = £19,249

Years 10 – 15 (40%) = £30,799

Years 15 – 20 (15%) = £11,550

Maintenance Cost of a NEAP = £76,997

Total Inspection Cost and Maintenance of a NEAP: £101,357

RECOMMENDED PLAY EQUIPMENT PROVIDERS

The Play Equipment providers below have provided equipment on many Wiltshire Council Play Areas throughout the County. This list is not exclusive other providers will be accepted in liaison with Council officers:

- **HAGS** www.hags.co.uk
- **Wicksteed** www.wicksteed.co.uk
- **Kompan** www.kompan.co.uk
- **Playdale** www.playdale.co.uk
- **Proludic** www.proludic.co.uk
- **Russell Play** www.russell-play.com
- **Sutcliffe Play** www.sutcliffeplay.co.uk
- **Eibe** www.eibe.co.uk
- **The Children's Playground Company** www.thechildrensplayground.com

PLAY AREA SIGN

Below is an example of a Wiltshire Council Play Area sign we would ask that the No Smoking symbol be added.



Annex E: Compliance Certificate

The Certificate to be given by the Council to the Chief Land Registrar on each Disposal of a Residential Unit as a First Home once satisfied that the purchaser meets the Eligibility Criteria (National) and unless paragraph [20.2] applies the Eligibility Criteria (Local):

To: The Chief Land Registrar

Property: [insert relevant First Home address]

Transfer dated:

Parties:

Pursuant to the restriction on dispositions at Entry [ ] in the Register of Title WT[ ]. Wiltshire Council hereby certify that the terms of the above transfer complies with the provision of Schedule [ ] to the S106 Deed dated

[insert date of this deed]

Made between Wiltshire Council (1) [ ] (2)

Dated:

Signed:

Solicitor to Wiltshire Council

Executed as a deed by affixing the common seal of **WILTSHIRE COUNCIL** in the presence of:

Authorised signatory

EXECUTED AS A DEED by)
Caroline Ann Church)

In the presence of:)

Witness Signature:)
Witness Name:
Witness Address:)

Witness Occupation:

EXECUTED AS A DEED by **MILLER HOMES LIMITED** acting by a Director

Director

In the presence of:)

Witness Signature:)
Witness Name:
Witness Address:)

Witness Occupation: