

DATED

11th August

2026

between

WILTSHIRE COUNCIL

and

SELWOOD HOUSING SOCIETY LIMITED

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

relating to Land at 61 Alcock Crest, Warminster BA12 8NF

Wiltshire Council

Solicitor to the Council

Wiltshire Council

County Hall

Bythesea Road

Trowbridge

Wiltshire BA14 8JN

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THIS DEED is dated

11th AUGUST

2026

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN (**Council**).
- (2) **SELWOOD HOUSING SOCIETY LIMITED** (Company Registration Number 4168336) whose registered address is at Bryer Ash Business Park, Bradford Road, Trowbridge BA14 8RT (**Owner**).

BACKGROUND

- (A) The Owner is the freehold owner of the Land registered at the Land Registry under title number WT200012 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
- (C) The Owner 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 without which the Planning Permission would not be granted
- (D) The Council has resolved to grant planning permission for the Development subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

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

"Affordable Housing"

means:

- (a) Social Rented Housing;
- (b) Affordable Rented Housing; and
- (c) Intermediate Housing

provided to eligible households whose needs are not met by the local 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 by the Transferee which shall be the price at which the Transferee can afford to pay for the Affordable Housing Units 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 5 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 and the transfer to the Transferee for the Affordable Housing Consideration

“Affordable Housing Mix”

means the mix of Affordable Housing Units set out in Schedule 3

“Affordable Housing Plan”

means the plan attached to this Deed and referenced 4464 3 305 E which plan is for the purposes of identification only

(and may be varied at any time with the written approval of the Council)

"Affordable Housing Unit(s)"	means the Residential Unit(s) to be provided as Affordable Housing in accordance with Schedule 1
"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
"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)
"the Act"	The Town and Country Planning Act 1990 as amended

"CIL Regulations"

means the Community Infrastructure Levy Regulations 2010 (as amended)

"Commencement of Development"

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 investigation of ground conditions and remedial work archaeological work demolition and erection of hoardings 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"

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

"Contribution"

each financial contribution payable under this Deed

"Development"	any development permitted by the Planning Permission
"Director"	the Corporate Director, Growth, Investment and Place or his appointed representative for the time being of the Council
"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)"	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)
"Homes England Target Rent"	means the maximum weekly rent that may be charged by a Transferee for Social Rented Housing in Wiltshire as determined through the National Rent Regime
"Index"	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

and in the event that such indices shall
have changed the Council shall select a
reasonable alternative index

"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

"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 and
Intermediate Rent but not Affordable
Rented Housing (or as set out in
Schedule 3)

“Intermediate Housing Unit(s)”	means the Affordable Housing Unit(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”	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Intermediate Rent
“Land”	the land at 61 Alcock Crest, Warminster BA12 8NF shown edged red on the Plan
“Land Compensation Act”	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

“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 and assessed in accordance with the RICS Valuation Global Standards (December 2024 or any such replacement guidance issued by RICS)

“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 (or such document as shall succeed or replace it) as set out in Schedule 4
"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 as set out in Schedule 2
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction and "Occupy" shall be construed accordingly
"Plan"	the plan or drawing attached to this Deed and referenced 'Site Location Plan' which plan is for the purposes of identification only
"Planning Application"	the planning application for full planning permission for the erection of 14 no.

residential dwellings with associated works following demolition of 36 no. existing residential flats registered by the Council on and allocated reference number PL/2025/03913

"Planning Permission"

the planning permission for the Development that may be granted pursuant to the Planning Application

"Practical Completion"

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

"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 all of the shares so that they own the entire Affordable Housing Unit

"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 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

“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

“Residential Unit(s)”

means all residential units forming part of the Development including Market Housing Units and Affordable Housing Units and “Residential Unit” shall be construed accordingly

“Section 73 Permission”

means a planning permission granted by the Council pursuant to an application made under Section 73 of the 1990 Act or Section 73A of the 1990 Act in respect of the Planning Permission.

“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 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

"Social Rented Housing"

means the housing owned and managed by a Transferee for which guideline target rents are determined through the National Rent Regime

"Social Rented Unit(s)"

means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Social Rented Housing

"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 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

“Valuer” Means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer and acting in an independent capacity

“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
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) 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

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. It is acknowledged that the obligations contained in this Agreement are:

3.3.1. necessary to make the Development acceptable in planning terms;

3.3.2. directly related to the Development; and

3.3.3. fairly and reasonably related in scale and kind to the Development

in accordance with the requirements of Regulation 122 of the CIL Regulations

4. Commencement

4.1. This Deed takes effect on the grant of the Planning Permission

4.2. The Owner shall notify the Council in writing of the Commencement of Development and the date on which the Development is completed 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 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

4.4. 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 of the Act will be required to secure relevant planning obligations relating to the Section 73 Permission.

5. The Owner's Covenants

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

6. General

The parties agree that:

- 6.1. 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.
- 6.2. 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)
- 6.3. 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
- 6.4. 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
- 6.5. 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
- 6.6. The Owner shall pay to the Council:
 - 10.6.1 its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same
- 6.7. The Owner shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed.
- 6.8. This Deed shall be registerable as a local land charge by the Council

- 6.9. If required by the Council the Owner shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry
- 6.10. 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
- 6.11. 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
- 6.12. 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
- 6.13. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

7. 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 PL/2025/03913 and copied to the Section 106 and Community Infrastructure Levy Officer

8. 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

9. Change in Ownership

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land 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 nor the mortgage or charge of a Residential Unit

10. Indexation

All financial contributions payable to the Council under this Deed shall be Index Linked

11. 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.

12. Bond

Any sum to be paid following completion of this Deed shall be secured by a bond or bonds in favour of the Council in the form required by the Council and entered into and completed by the Owner a copy of which having been sent to and received by the Council prior to the Commencement of Development but **PROVIDED THAT** on receipt of a reasonable request from the Owner so to do the Council will without delay notify the bondsman in writing as and when any of the Planning Obligations herein contained are performed in full or in part and agree respectively the release of or specify a reasonable reduction in the amount of the relevant bond(s)

13. VAT

- 13.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof
- 13.2. 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

14. Indemnity

14.1. 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

14.2. 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

16. Exclusion of Liability

This Deed shall not be enforceable against:

16.1 any individual owner of any Market Housing Units comprised within the Development unless that individual owner is also the Owner or a party deriving title from the Owner otherwise than as a purchaser of a completed Market Housing Unit

16.2 any individual owner of any Affordable Housing Units comprised within the Development unless that individual owner is also the Owner or a party deriving title from the Owner otherwise than as a purchaser of a completed Residential Unit except for the provisions under Schedules 1 and 2

16.3 any mortgagee or chargee of an Residential Unit, or any Receiver appointed by such mortgagee or chargee, or any person deriving title through such mortgagee or Receiver, unless and until such person takes possession of these Residential Unit(s)

for purposes other than securing repayment of the loan, in which case the planning obligations of this Deed will be enforceable.

16.4 the Registered Provider (except for the provisions in Schedules 1 to 4 of this Deed)

16.5 any statutory undertaker or utility company (including but not limited to providers of electricity, gas, water, telecommunications, or sewerage services) contained herein solely by virtue of their ownership, occupation, or use of any part of the Development for the purposes of providing or maintaining utility infrastructure or services"

18. Dispute Resolution

18.1 SUBJECT ALWAYS TO CLAUSE 5 ABOVE in the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 17.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

18.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.

18.5 The provisions of this clause shall not affect the ability of the Council or to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

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 – Covenants to the Council

Affordable Housing

The Owner covenants with the Council that it shall:

General

- 1 provide the Affordable Housing Units in accordance with either Mix A or Mix B of the Affordable Housing Mix and the Affordable Housing Plan (if providing Mix A).
- 2 provide either:
 - 2.1 30% of the Residential Units as Affordable Housing at Nil Subsidy in accordance with Mix A; or
 - 2.2 100% of the Residential Units as Affordable Housing with Subsidy in accordance with Mix B PROVIDED THAT Subsidy is available in the event that 100% of the Residential Units are provided as Affordable Housing

Design of Affordable Housing Units

- 3 construct:
 - 3.1 all of the Affordable Housing Units to the Standards

unless otherwise agreed in writing with the Council;

Affordable Housing Contract

- 4 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 documentary evidence of the existence of the Affordable Housing Contract, within 5 Working Days of a written request.

Transfer of Affordable Housing Units to Transferee

- 5 transfer the completed Affordable Housing Units 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

6 in the event that the Owner and the Transferee are the same entity then the provisions in paragraphs 4 and 5 above shall not apply

7 not Occupy more than 50% of the Market Housing Units until

7.1 the Affordable Housing Units have been completed in accordance with the Planning Permission and made available for Occupation; and

7.2 the Owner has transferred the Affordable Housing Units to the Transferee in accordance with paragraph 5 of this Schedule 1 and has provided to the Council documentary evidence of the existence of the transfer(s) of the Affordable Housing Units within 5 Working Days of a written request PROVIDED THAT this paragraph shall not apply in the event that the Owner is already a Transferee

AND FURTHER PROVIDED THAT this paragraph shall not apply in the event that the Owner provides all Residential Units as Affordable Housing

Affordable Housing Transfer Terms

8 ensure that each transfer of an Affordable Housing Unit 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 to the Transferee, the Transferee will operate in accordance with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units

Homes England Target Rent

10. ensure that the:

10.1. Social Rented Units are let at a rent that is no more than Homes England Target Rent PROVIDED THAT if Mix B is provided the rent shall be no more than Homes England Target Rent plus five percent (5%);

10.2. 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;

10.3. 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);

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 PROVIDED THAT this paragraph shall not apply in the event that the Owner provides all Residential Units as Affordable Housing

12. ensure that the Affordable Housing Units are materially indistinguishable (in terms of outlook design and appearance) from any Market Housing Units of similar size and shall ensure that the Affordable Housing Units are integrated with any Market Housing Units (if any).

Use of Affordable Housing Units

13. ensure that the Affordable Housing Units are at all times owned and managed by the Transferee and used and Occupied in accordance with either Mix A or Mix B (as applicable) of Schedule 3 (Affordable Housing Mix) as:

13.1. Social Rented Units or 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

13.2. Shared Ownership Units which are owned and occupied in accordance with a lease that includes 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%;

14. subject to the provisions of paragraphs 16 and 17 of this Schedule 1 not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing;

Qualifying Persons

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

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

15.2. has a local connection as set out in the Allocations Policy save for the Shared Ownership Units which do not require the occupier to have a local connection

Mortgagee Provisions – rented and shared ownership

16. The Affordable Housing provisions of this Deed and the Nomination Rights contained in this Schedule 1 and Schedule 2 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

16.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another 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

16.2. if such disposal has not completed within the three (3) month period the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable

Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

17. The Affordable Housing provisions contained in this Schedule and the Nomination Rights contained in this Schedule 1 and Schedule 2 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

Additional Affordable Housing

18. If Mix A is provided the parties hereby agree that the Market Housing Unit may be used as additional affordable housing but that such Residential Units are not Affordable Housing Units for the purposes of this Agreement and are not bound by the obligations contained in this Schedule.

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 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:

Nominations

The initial allocation of each Residential Unit:	the Council 100%
Thereafter:	the Council 75%
	the Transferee 25%

Schedule 3: Affordable Housing Mix

Mix A

30% of the Residential Units to be provided as Affordable Housing at Nil Subsidy

Social Rented Units

2 x 1 bed 2 person flats

Shared Ownership Units

1 x 2 bed 4 person house

1 x 3 bed 5 person house

Mix B

100% of the Residential Units to be provided as Affordable Housing with Subsidy

Social Rented Units (14 units)

4 x 1 bed flats

5 x 2 bed houses

5 x 3 bed houses

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)

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

Authorised Signatory
Wiltshire Council



C. L. McElbow



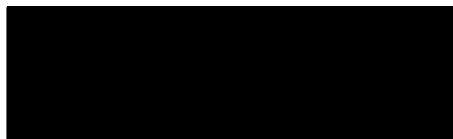
Authorised signatory

30999

Executed as a deed by affixing The
common seal of **SELWOOD HOUSING
SOCIETY LIMITED**
in the presence of:



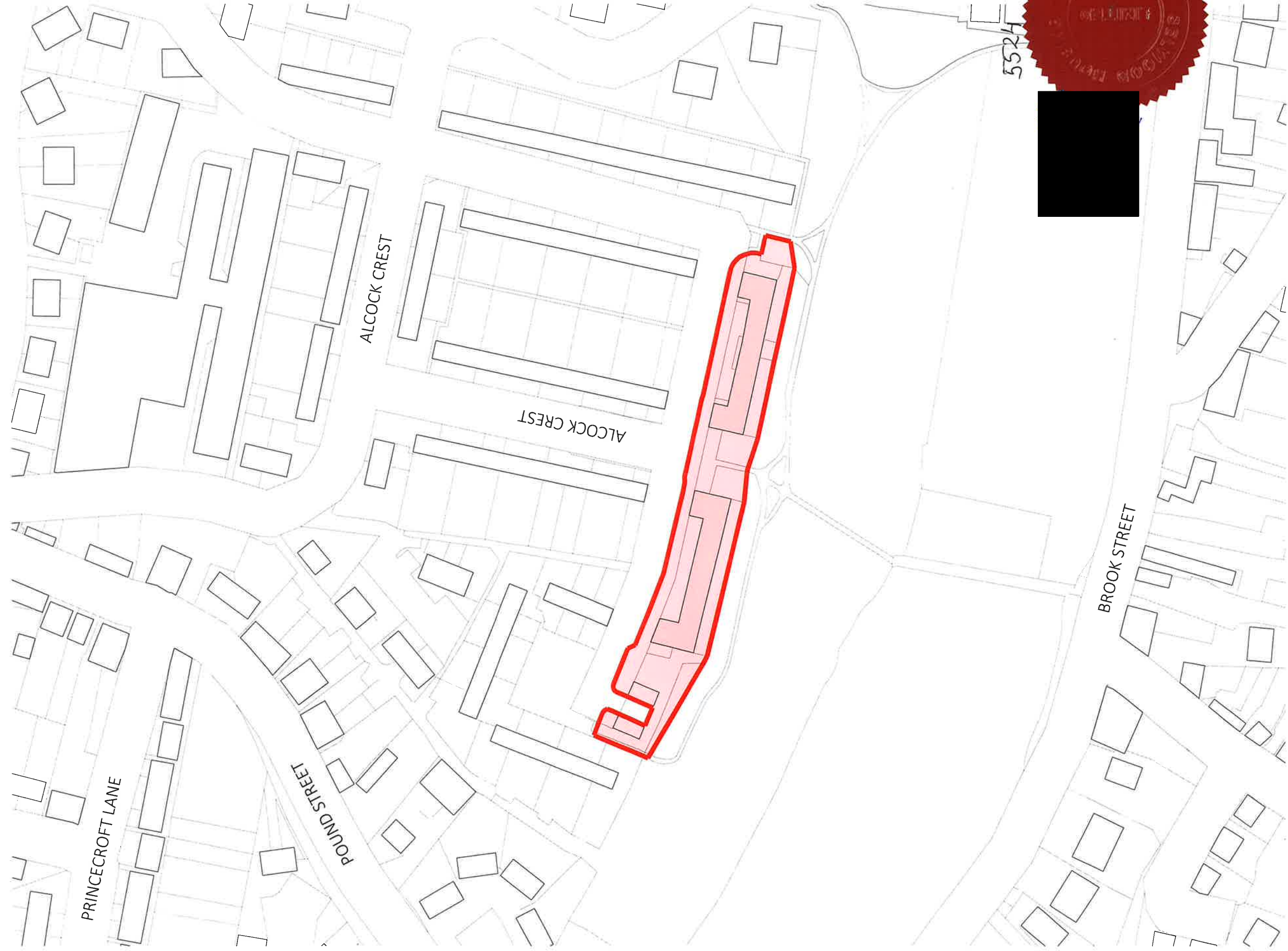
Authorised signatory



Authorised signatory



Annex – Plans



Rev
Project
4464

Date
Stage
3

Details
Drawing
300

Rev
A

Status
PLANNING

Scale
1:1250

Size
A3 P

Drawn
LO

Check
SH

Creation
Jan' 24

Alcock Crest
Warminster
Site Location Plan



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All construction information should be taken from figured dimensions only
Discrepancies must be reported to the Architect before proceeding



DRAWING KEY:

- SITE BOUNDARY
- ROOT PROTECTION AREA
- OUTLINE OF EXISTING BUILDINGS
- PROPOSED TREES
- EXISTING TREES (RETAINED)

Rev Project 4464 Date Stage 3 Details Drawing 305 Rev E Status PLANNING

Scale 1:500 Size A3 L Drawn LO Check SH Creation Sept '24

Alcock Crest
Alcock, Warminster
Proposed Site Plan

GBA
gba architects & planners

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