

DATED

21 July

2026

- (1) THE COUNCIL OF THE BOROUGH OF KIRKLEES
- (2) THIRTEEN HOUSING GROUP LIMITED

DEED

under

Section 111 of the Local Government Act 1972

and

Section 1 of the Localism Act 2011

relating to

Land at Main Avenue, Cowlersley

Application ref: 2024/93605

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Clause

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THIS DEED is made on

21 July

2026

BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (the **Council**); and
- (2) **THIRTEEN HOUSING GROUP LIMITED** a community and benefit society registered with the Financial Conduct Authority under number 7522 and whose registered office is at 2 Hudson Quay, Windward Way, Middlesbrough TS2 1QG (the **Developer**).

WHEREAS:

- (A) The Council is the registered freehold proprietor with absolute title of all that land registered at the Land Registry under Title Numbers.
- (B) The Developer has entered into an option with the Council dated 24 September 2025, registered against Title Numbers.
- (C) The Developer has submitted the Application and intends to carry out the Development.
- (D) The Developer enters into this Deed to provide the covenants contained herein.
- (E) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered into by the Developer.
- (F) The Council is the Local Planning Authority for the purposes of this Deed for the area in which the Site is situated and is the Local Planning Authority by whom the covenants in this Deed are enforceable and is the Local Authority for the purposes of Section 111 of the 1972 Act and is satisfied that the arrangements made in this Deed will facilitate, be conducive to and be incidental to the discharge of the Local Authority's functions.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following expressions shall have the following meanings:

1972 Act

the Local Government Act 1972;

1990 Act

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

Application

the application under reference number 2024/93605 validated by the Council on 16 January 2025 and being an application seeking planning permission for the erection of 57 dwellings with access from new through road connecting Main Avenue and Windsor Road, and associated works, including engineering and landscaping;

Chief Planning Officer

the Chief Planning Officer of the Council for the time being or such other officer of the Council nominated by him for the purposes of this Deed;

Development

the development of the Site in accordance with the Planning Permission;

Expert

an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society;

Plan

the plan appended to this Deed at schedule 1 and titled 'Location Plan';

Planning Permission

a planning permission to be granted pursuant to the Application;

Section 106 Deed

a deed pursuant to Section 106 of the 1990 Act securing planning obligations, generally in the form at schedule 1;

Site

all that land shown edged red on the Plan; and

Title Numbers

shall together mean:

- a. part of the land being registered under title number WYK816987; and
- b. part of the land being registered under title number WYK816986; and
- c. part of the land being registered under title number WYK816985.

1.2 Where the context so requires:

- 1.2.1 Recital, Clause, sub-clause, paragraph number, Schedule, Appendix or plan is a reference to a Recital, Clause or sub-clause of, paragraph number of, Schedule to, Appendix to or plan annexed to this Deed;
- 1.2.2 words importing the singular meaning include the plural meaning and vice versa;
- 1.2.3 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner; and
- 1.2.4 any reference to an Act of Parliament shall include any amendment, modification, extension, consolidation or re-enactment of that Act for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it.

1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this Deed.

1.4 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

1.5 Wherever a covenant falls to be performed by more than one person, the covenant can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

2. OPERATIVE PROVISIONS

2.1 This Deed is entered into under Section 111 of the 1972 Act, Section 1 of the Localism Act 2011 and all other powers so enabling.

2.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed are enforceable by the Council against the Developer.

3. CONDITIONALITY

The provisions of this Deed shall have immediate effect upon its completion save for Clause 4 which shall only have effect on the date upon which the Planning Permission is granted.

4. DEVELOPER'S COVENANTS

4.1 From the date ascertained pursuant to Clause 3 above, the Developer hereby covenants with the Council as follows:-

- 4.1.1 to enter into the Section 106 Deed on each occasion it acquires an interest in any part of the Site so as to render the part of the Site acquired subject to the terms set out in the Section 106 Deed;
- 4.1.2 not to implement the Planning Permission on the Site until the Section 106 Deed has been entered into.

5. **MISCELLANEOUS**

- 5.1 No party shall be bound by the terms of this Deed or be liable for the breach of any covenants, restrictions or obligations contained in this Deed occurring after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest).
- 5.2 Each of the parties to this Deed shall act in good faith and shall co-operate with each of the other parties to facilitate the discharge and performance of all covenants on them contained in this Deed and the Developer shall comply with any reasonable requests of the Council to provide documentation within its possession (such documentation to be provided by the Developer at their own expense) for the purposes of monitoring compliance with the covenants contained in this Deed.
- 5.3 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.4 This Deed shall be registered as a Local Land Charge.
- 5.5 Following the performance and satisfaction of all the covenants contained in this Deed the Council shall upon request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 5.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the commencement of Development.
- 5.7 If pursuant to Clause 5.6 this Deed shall terminate and cease to have effect the Council shall remove any entry relating to this Deed from the Register of Local Land Charges.
- 5.8 Insofar as any Clause or Clauses 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, legality or enforceability of the remaining provisions of this Deed.
- 5.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted after the date of this Deed.
- 5.10 Nothing in this Deed shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights, powers, duties and obligations in any capacity as a local or public authority.

6. **NOTIFICATION**

All notices, requests and demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class letter or facsimile transmission to the party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows (or to such other address as the party to whom the notices, requests, demands or other written communication is to be given or made shall from time to time notify in writing to the other parties as its address for the purposes of this Clause 6):

- 6.1 to the Council care of the Chief Planning Officer at the address shown on page 1 of this Deed quoting the Application reference number 2024/93605; and
- 6.2 to the Developer at its address shown on page 1 of this Deed.

7. **THIRD PARTIES**

No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this Clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law.

8. **WAIVER**

No waiver (whether expressed or implied) by the Council or the Developer 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. **LEGAL COSTS**

The Developer shall pay to the Council its reasonable legal fees in respect of the completion of this Deed and the Section 106 Deed.

10. **DISPUTE PROVISIONS**

10.1 Any dispute arising between the parties relating to any matter contained in this Deed may be referred to the Expert by any party.

10.2 The Expert will act as an expert and not as an arbitrator.

10.3 Each party will bear its own costs and the Expert's costs will be paid as determined by him.

10.4 The Expert will be required to give notice to each of the parties, inviting each of them to submit to him written representations and cross representations with such supporting evidence as they shall consider necessary and the Expert shall have regard thereto in making his decision.

10.5 The Expert's decision will be given in writing as expediently as possible with reasons and in the absence of manifest error will be final and binding on the Parties.

11. **JURISDICTION**

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

12. **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.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

SCHEDULE 1
THE SECTION 106 DEED

Dated **2026**

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

THIRTEEN HOUSING GROUP LIMITED

DRAFT Agreement made pursuant to Section 106 of
the Town and Country Planning Act 1990

Land at Main Avenue, Cowlersley

Planning Application Reference: 2024/93605

2026

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA ("**the Council**"); and
- (2) **THIRTEEN HOUSING GROUP LIMITED** a community and benefit society registered with the Financial Conduct Authority under number 7522 and whose registered office is at 2 Hudson Quay, Windward Way, Middlesbrough TS2 1QG ("**the Owner**").

WHEREAS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- (B) The Owner is the proprietor of the freehold title to the Site which is registered at the Land Registry under Title Numbers.
- (C) The Owner has submitted the Application to the Council for planning permission for the Development.
- (D) The Council has determined that if a Planning Permission is granted pursuant to the Application the Development should be subject to the requirements of this Deed.
- (E) The parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to Section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants, conditions and stipulations in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Deed the following expressions shall have the following meanings:

1990 Act		the Town and Country Planning Act 1990;
Affordable Housing		housing provided to eligible households whose needs are not met by the market in accordance with the definition of “affordable housing” in Annex 2 of the NPPF or any additional tenures of affordable housing contained in the definition of “affordable housing” in any successor policy;
Affordable Scheme	Housing	(a) the document incorporated to this Deed in Annex 1;
Affordable Units	Housing	the Dwellings to be built on the Site as part of the Development and to be provided as Affordable Housing in accordance with this Deed;
Affordable Rent		a rent which is no more than 80% of the local market rent (including service charges, where applicable) calculated using RICS approved valuation methods;

Affordable Dwellings	Rented	an Affordable Housing Unit provided by a Registered Provider at an Affordable Rent;
Amenity Space		includes the following: • any land not within private curtilages or adopted by other parties; • infrastructure; • any estate roads (unless and until adopted); • street trees (if planted on land not adopted); • the Public Open Space.
Application		the application for planning permission for the Development validated by the Council on 16 January 2025 and given reference 2024/93605;
BEMP		a biodiversity management and enhancement plan detailing: (a) the biodiversity habitat creation and/or enhancement proposed as part of the Development; and (b) a detailed management and maintenance regime to secure such biodiversity habitat for a period of 30 years; ER-7172-08, 19/11/2025).
Chargee		any 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 Affordable Housing Units or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or Receiver;
Chargee's Duty		the duty upon a Chargee as set out in paragraph 11.2 of Schedule 1;
Commencement Development	of	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term material operation shall not include any operations undertaken in connection with or associated with demolition, site clearance, vegetation removal, archaeological investigations, ecology survey or works, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and/ or

	laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and " Commence Development " shall be construed accordingly;
Contributions	all of the financial contributions payable in accordance with this Deed;
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England;
Development	the development of the Site by way of the erection of 57 dwellings with access from new through road connecting Main Avenue and Windsor Road, and associated works, including engineering and landscaping;
Drainage	means the drainage systems to be provided by the Owner as part of the Development;
Drainage Maintenance and Management Plan	means a detailed management plan or plans setting out measures to be undertaken to ensure Drainage is properly maintained and managed, which shall include the information set out in paragraph 1.2 of Schedule 5, or such plan as may be agreed in writing with the Council from time to time;
Drainage Management Company	means a limited company or companies registered at Companies House (including a residents management company) which may already be in existence or which may be formed by the Owners for the purposes of the management of the Drainage provisions at the Site in accordance with the provisions in this Schedule and: a) which is incorporated in England and Wales or Scotland; b) which has/have its/their registered office in England or Wales; and c) whose primary objects permit it/them to maintain and renew the Drainage. And for the avoidance of doubt it is agreed that there may be more than one management company across the Site as a whole and/or a different management company responsible for the Drainage;
Dwelling	a residential unit including its curtilage constructed (or to be constructed) pursuant to the Planning Permission;
Education Contribution	a sum of £83,331.00 (eighty three thousand three hundred and thirty one pounds) to be paid as set out in paragraph 2.1 of Schedule 3;

Eligible Persons	an individual who is unable to afford to purchase a home that meets their needs on the open market;
Expert	a person appointed in accordance with clause 11 to determine a dispute;
Flooding Remedial Fee	a sum of £5,000.00 (five thousand pounds) to be paid by the Owner to the Council as a contribution to those flood mitigation works to be carried out adjacent to 66 Warneford Road;
Footpath Links	the footpath links to be provided between the estate road serving the Development and public footpaths HUD/277/40 and HUD/279/10 as shown indicatively in the community orchard and the eastern amenity green space on Plan 2;
PROW Contribution	a sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council as a contribution towards providing upgrade works to public footpath HUD/277/40;
Homes England	the Homes and Communities Agency (which trades as Homes England) being a body corporate created by Section 1 of the Housing and Regeneration Act 2008 or its successor to the functions relevant to this Deed;
Index	the Building Cost Information Service All in Tender Price Index issued by the Royal Institution of Chartered Surveyors or any successor organisation;
Index Linked	increased in accordance with the following formula: Amount payable = the figure specified in this Deed x (A/B) where: A = the figure for the Index that applied immediately preceding the date the payment is due or is paid if earlier; and B = the figure for the Index that applied when that index was last published prior to the date of the Planning Permission (or prior to the date of calculation where this Deed provides for a figure to be calculated at a later point in time);
Management Company	a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes carrying out future maintenance of the Amenity Space and: (a) which is incorporated in England and Wales; (b) which has its registered office in England or Wales; and

	(c) whose primary objects permit it to maintain and renew the Amenity Space;
Monitoring Fee	the sum of £5,000.00 (five thousand pounds) to be paid by the Owner to the Council towards the monitoring of the obligations contained in this Deed;
Nominations Agreement	an agreement between the Council and the Owner detailing the selection and prioritisation of tenants and occupiers of the Rented Dwellings (as applicable);
NPPF	the National Planning Policy Framework dated December 2024 (or any such document that supersedes or replaces this document);
Occupation	first occupation in respect of any of the Dwellings for the purposes permitted by the Planning Permission (but does not include occupation by personnel engaged in construction or fitting out or decoration, or occupation for marketing or display, or occupation in relation to security operations) and " Occupy " and " Occupied " shall be construed accordingly;
Off-Site Public Open Space Contribution	a sum of £99,109.00 (ninety-nine thousand one hundred and nine pounds) to be paid by the Owner to the Council as set out in paragraph 1.1 of Schedule 3;
Plan 1	drawing reference N81-3084-P2 incorporated to this Deed in the Appendix;
Plan 2	drawing reference R2784/2C incorporated to this Deed in the Appendix;
Planning Obligations	the obligations on the part of the Owner contained in Schedules 1-7 of this Deed;
Planning Permission	a planning permission granted by the Council pursuant to the Application;
Protected Tenant	any tenant 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 been granted a shared ownership lease (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the

Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares so that the tenant owns the entire Affordable Housing Unit; or

(d) any successor in title to any of (a) (b) or (c) above;

Public Open Space		the part of the Site to be laid out as public open space in shown tinted green, tinted yellow, tinted blue and tinted pink on Plan 2;
Public Open Space Inspection Fee		a sum of £1,750.00 (one thousand seven hundred and fifty pounds);
Public Open Space Scheme		the detailed arrangements for the design, management and maintenance of the Public Open Space as set out in approved drawings R-2874-5D R-2784-4E, R-2784-3E, R-2784-2C and R-2784-1P, and the Landscape Maintenance and Management Plan to be approved pursuant to condition 19 of the Planning Permission;
Registered Provider		a registered provider of social housing as defined in the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner and approved by the Council;
Rented Dwellings		Dwellings constituting either Social Rented Dwellings and/or Affordable Rented Dwellings;
Shared Lease	Ownership	such lease as shall from time to time be in accordance with the Homes England model form of shared ownership lease or such other successor bodies model form of lease;
Shared Units	Ownership	the Affordable Housing Units to be sold on the basis of a Shared Ownership Lease;
Site		the land shown edged red on Plan 1;
Social Rent		a rent set in line with the Government's rent policy for social rented affordable housing to be owned and let by a Registered Provider;
Social Dwellings	Rented	the Affordable Housing Units to be made available for letting at a Social Rent;
Statutory Undertaker		any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television or other electronic communications, electricity, gas, water, sewerage or drainage or other public services and any authorised successor to any such undertaking;

Sustainable Contribution	Travel	a sum of £29,640.00 (twenty nine thousand six hundred and forty pounds) to be paid by the Owner to the Council as a contribution towards sustainable travel measures (including but not limited to the provision of bus passes to be issued by the Council to residents of the Development upon a first come first served basis) required as a result of the Development;
Title Numbers		title numbers WYK816985, WYK816986 and WYK816987 together with the land comprised within title numbers WYK822382 (part), WYK822501, WYK822535 and WYK822734 (part);
Travel Plan		the travel plan previously submitted for approval to the Council prior to the date of this Deed and as may be amended from time to time with the Council's prior written approval;
Travel Plan Coordinator		a travel plan co-ordinator to carry out the duties described in the Travel Plan to be appointed by the Owner and approved in writing by the Council;
Travel Plan Monitoring Contribution		the sum of £10,000.00 (ten thousand pounds) to be paid by the Owner to the Council for the purposes of monitoring the implementation of and compliance with the Travel Plan and making recommendations;
TRO Contribution		a sum of £18,000 (eighteen thousand pounds) to be paid by the Owner to the Council as a contribution towards the cost of designing, consulting on and implementing Traffic Regulation Orders affecting the use of the highways adjacent to the Site;
Watercourse		the culverted watercourse between plots 42 and 43 as shown on drawing 2153-QD-XX-HD-DR-C-03-01 rev P06;
Working Day		any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday or such other day as the clearing banks in London are open for business.

- 1.2. Any reference in this Deed to an enactment shall be construed as a reference to that enactment as amended extended or re-enacted by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3. References to clauses paragraphs parts and schedules are references to clauses paragraphs parts and schedules in this Deed.
- 1.4. References to paragraphs within specific parts of the schedules are references to the corresponding paragraphs within that specific part of the schedule in this Deed unless this Deed specifies otherwise.

- 1.5. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.6. Any words denoting natural person shall include legal persons and vice versa.
- 1.7. The expression "the Owner" shall include its successors in title and assigns.
- 1.8. The expression "the Council" shall include any successor authority to its statutory functions under the 1990 Act.
- 1.9. Where a covenant, restriction or requirement is expressed to be given by more than one party, or where (from time to time) a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.
- 1.10. Clause headings and the contents list shall not affect the construction of this Deed.
- 1.11. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.12. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.13. Where any details, scheme, strategy or plan is required to be submitted for approval under this Deed and such approval is obtained, unless expressly stated otherwise nothing in this Deed shall prevent such details, scheme, strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the 1990 Act and binds the Site and as such is enforceable by the Council pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed.
- 2.2. To the extent that the covenants, restrictions and requirements in this Deed are not made under Section 106 of the 1990 Act they are made under Section 1 of the Localism Act 2011 and Section 111 of the Local Government Act 1972 and all other powers so enabling.

3. CONDITIONS PRECEDENT

- 3.1. This Deed is conditional upon the grant of the Planning Permission.
- 3.2. Clauses 4.1 and 4.2 below are further conditional upon the Commencement of Development.

4. COVENANTS AND ACKNOWLEDGEMENTS

- 4.1. The Owner covenants with the Council to comply with the Planning Obligations in in Schedule 1 – 7.
- 4.2. The Council covenants with the Owner to comply with the obligations on its part in Schedules 1 – 7 and with the obligations in Schedule 8.

5. **EXCLUSIONS & RELEASE**

- 5.1. No party shall be bound by the terms of this Deed or be liable for the breach of any Planning Obligation:
- 5.1.1. after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);
 - 5.1.2. if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or
 - 5.1.3. if that party is an owner or occupier of an individual Dwelling.
- 5.2. If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner), quashed or revoked this Deed shall determine and cease to have effect.
- 5.3. No obligation in this Deed shall be binding on or enforceable against any Chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Site (or any receiver appointed by such Chargee or mortgagee) unless and until such Chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6. **REGISTRATION**

- 6.1. This Deed is a local land charge and may be registered as such by the Council.
- 6.2. Following either:
- 6.2.1. the performance and satisfaction of all the Planning Obligations contained in this Deed; or
 - 6.2.2. the determination of this Deed in accordance with Clause 5.2;
- the Council shall as soon as reasonably practicable upon the written request of the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7. **NON-FETTER & WAIVER**

- 7.1. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.
- 7.2. 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 from acting upon any subsequent breach or default.
- 7.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

8. **VAT**

- 8.1. All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

9. **SEVERABILITY**

- 9.1. If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

10. **CHANGE OF OWNERSHIP**

- 10.1. The Owner agrees with the Council to give written notice to the Council within 20 Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a sale or disposal of an individual Dwelling or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking or to the grant of an agricultural or farm business or similar tenancy.

11. **DISPUTES**

- 11.1. Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

- 11.2. The following provisions and terms of appointment shall apply to such disputes or disagreements:-

- 11.2.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 11.1 above, shall be appointed or identified on application by any party by the following persons:

11.2.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

11.2.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

11.2.1.3. in the case of any other dispute the President of the Bar Council;

- 11.2.2. the Expert shall act as an expert and not as an arbitrator;

- 11.2.3. the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:

- 11.2.3.1. the parties to the dispute shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
- 11.2.3.2. the parties shall have 20 Working Days from the receipt of original written submissions (or such extended period as the Expert shall allow) to respond;
- 11.2.3.3. the Expert shall disregard any representations made out of this time;
- 11.2.3.4. the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time; and
- 11.2.3.5. to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination;
- 11.2.4. the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
- 11.2.5. the Expert's decision shall be in writing and shall give reasons for the decision; and
- 11.2.6. each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 11.3. The decision of the Expert shall be binding on the parties save in the case of manifest error and/or fraud.
- 11.4. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - 11.4.1. either party may apply to the relevant body as per Clause 11.2.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 11.4.2. Clause 11.2 shall apply to the new Expert as if they were the first Expert appointed

12. **FUTURE PERMISSIONS**

- 12.1. In the event that an application is made pursuant to Section 73 or Section 73B of the 1990 Act for an amendment to the Planning Permission and planning permission is granted by the Council in respect of that application then:
 - 12.1.1. references to "Application", "Planning Permission" and "Development" in this Deed shall thereafter be deemed to include the application made pursuant to Sections 73 or 73B, the new planning permission granted pursuant to Section

73 or 73B of the 1990 Act and the development permitted by that permission respectively; and

- 12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act unless required to do so by the Council.

in each case **PROVIDED THAT:**

- 12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or 73B of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and

- 12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or 73B of the 1990 Act.

13. **INDEXATION**

- 13.1. The Contributions shall be Index Linked.
- 13.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

14. **DUTY TO ACT REASONABLY**

- 14.1. All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, confirmation, notification, specification, approval or expression of satisfaction is due by one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.
- 14.2. The Council covenants that where any details, scheme, strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval.

15. **INTEREST ON LATE PAYMENTS**

- 15.1. Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the date due shall accrue interest at the Default Interest Rate accruing from the date such payment was due to the date of actual payment.

16. **THIRD PARTY RIGHTS**

- 16.1. No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Site.

17. **NOTICES**

- 17.1. Any notice given to a party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2. Any notice shall be deemed to have been received and served:
- 17.2.1. if delivered by hand, at the time the notice is left at the proper address (unless received after 5pm or on a non-Working Day in which case it shall be deemed received and served on 9am on the next Working Day); or
 - 17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **COSTS**

- 18.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.

19. **JURISDICTION**

- 19.1. This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

Schedule 1 – Affordable Housing

1. General Provisions

- 1.1. The Council acknowledges that the Development is a scheme for the provision of 100% Affordable Housing.
- 1.2. The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission, the Affordable Housing Scheme and all applicable regulatory requirements relating to the construction of Affordable Housing, save where and unless varied in accordance with details latterly submitted to and approved in writing by the Council.
- 1.3. The Owner covenants to retain the Dwellings on the Site as Affordable Housing subject at all times to the provisions of paragraph 5 of this Schedule 1.

2. Affordable Rented Dwellings

- 2.1. The following provisions of this paragraph 2 shall apply to any Affordable Housing Units that are to be provided as Affordable Rented Dwellings in accordance with an approved Affordable Housing Scheme.
- 2.2. The Owner shall not let or otherwise permit the letting of any Affordable Rented Dwellings to any person(s) other than in accordance with the following:
 - 2.2.1. at an Affordable Rent; and
 - 2.2.2. the rent at each re letting shall be calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 2.3. The Owner shall not Occupy any Affordable Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement to be agreed with the Council.

3. Social Rented Dwellings

- 3.1. The following provisions of this paragraph 3 shall apply to any Affordable Housing Units that are to be provided as Social Rented Dwellings in accordance with an approved Affordable Housing Scheme.
- 3.2. The Owner shall not let or otherwise permit the letting of any Social Rented Dwellings to any person(s) other than at a Social Rent.

- 3.3. The Owner shall not Occupy any Social Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement (unless otherwise agreed in writing by the Council).

4. **Shared Ownership Units**

- 4.1. No Shared Ownership Unit shall be Occupied otherwise than in accordance with a Shared Ownership Lease.

5. **Exclusions to this Schedule 1**

- 5.1. The obligations in this Schedule 1 of this Deed shall not be binding on:

- 5.1.1. any Protected Tenant (or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant);
- 5.1.2. any Chargee (subject only to compliance with the Chargee's Duty); or
- 5.1.3. any purchaser of an individual Affordable Housing Unit from a mortgagee or chargee pursuant to any default by an individual mortgagor of an Affordable Housing Unit or any person deriving title from that individual mortgagor or purchaser.

- 5.2. This Schedule 1 of this Deed shall not be binding on a Chargee **PROVIDED THAT:**

- 5.2.1. such Chargee has first given written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit(s) and thereafter has used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant Affordable Housing Unit(s) to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 5.2.2. if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the obligations in this Schedule 1 of this Deed which thereafter will determine absolutely in respect of such Affordable Housing Unit(s).

Schedule 2 - Public Open Space and Amenity Space

1. Provision of On-Site Public Open Space

1.1. The Owner shall not commence above ground construction until it has submitted and the Council has approved in writing:

1.1.1. save where already submitted prior to the date of this agreement those timescales for the laying out and planting of the Public Open Space in accordance with the Public Open Space Scheme; and

1.1.2. the proposals for the future management and ownership of the Public Open Space which for the avoidance of doubt shall remain with the Owner in perpetuity and the land shall not be transferred to a Management Company for the purposes of its future management; and

1.1.3. the details of any subcontractor who will be engaged by the Owner to undertake regular landscaping and maintenance shall be notified to the Council from time to time;

together the "**Public Open Space Details**".

1.2. The Owner shall invite the Council to (within 1 (one) calendar month of the date of receipt of the Public Open Space Details from the Owner) notify the Owner in writing of its approval to the Public Open Space Details proposed by the Owner or provide in writing its proposed amendments to the Public Open Space Details pursuant to which the Owner acting reasonably shall submit revised Public Open Space Details incorporating those amendments as are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed amendments to the Public Open Space Details within the 25 Working Days referred to above it shall be deemed that the Council has approved the Public Open Space Details submitted by the Owner.

1.3. In the event that (after a period of not less than 1 (one) calendar month following receipt from the Owner of revised Public Open Space Details (submitted pursuant to Paragraph 1.2 of this Schedule) the Council serves further written notice upon the Owner stating that the Council does not approve the revised Public Open Space Details:

- 1.3.1. The Owner may collaboratively seek to agree a timetable with the Council for the resubmission by the Owners of further revised Public Open Space Details; and/or
- 1.3.2. Either the Owner or the Council may invoke the provisions of Clause 11 of this Deed in respect of the acceptability or otherwise of the relevant revised Public Open Space Scheme.
- 1.4. Upon receipt of the Council's approval or deemed approval to Public Open Space Details pursuant to Paragraph 1.3 of this Schedule (or upon receipt of expert determination in relation to the Public Open Space Details if applicable) the Owner shall as part of the carrying out of the Development provide the Public Open Space in accordance with the approved Public Open Space Details (as may be varied from time to time) and the Public Open Space Scheme.
- 1.5. The Owner shall notify the Council in writing when the Public Open Space is completed and shall at the same time pay the Public Open Space Inspection Fee and shall not permit the Occupation of the 57th Dwelling until the Public Open Space Inspection Fee has been paid to the Council.
- 1.6. Within 1 (one) month of the Council receiving the notice pursuant to paragraph 1.5 (or paragraph 1.7.2 as the case may be) of this Schedule the Council shall inspect the Public Open Space and if the Public Open Space has been completed to its reasonable satisfaction the Council shall confirm as such in writing to the Owner within two weeks of inspection.
- 1.7. If following the inspection pursuant to paragraph 1.6 of this Schedule the Council considers (acting reasonably) the Public Open Space as laid out by the Owner is not to its satisfaction:
- 1.7.1. it shall notify the Owner within two weeks of the inspection specifying the measures necessary to complete the Public Open Space to its reasonable satisfaction; and
- 1.7.2. the Owner shall as soon as reasonably practicable carry out those works and notify the Council (and the procedure in paragraphs 1.6 and 1.7 shall be repeated as often as is necessary until such time as the Council confirms completion of those works to its reasonable satisfaction).

- 1.8. The Owner shall not permit the Occupation of the 57th Dwelling until the Public Open Space has been completed to the Council's reasonable satisfaction in accordance with the approved Public Open Space Scheme and Public Open Space Details.
- 1.9. The Owner covenants with the Council not at any time to use or allow the Public Open Space land to be used as a site compound for the storage of construction materials and plant and/or the location of a site office in connection with the Development (unless otherwise agreed in writing with the Council).
- 1.10. The Owner shall at its own cost and expense construct, lay out and substantially complete the Public Open Space in a proper and workmanlike manner with sound and good quality planting and materials in accordance with good horticultural and ecological practice to adoptable standards and to the reasonable satisfaction of the Council.
2. **Management and Maintenance of the Amenity Space**
 - 2.1. Upon the Amenity Space being completed to the Council's reasonable satisfaction (with the Public Open Space being completed in accordance with the approved Public Open Space Scheme) the Owner shall maintain and manage in perpetuity the Amenity Space (including the Public Open Space, to be managed and maintained in accordance with the approved Public Open Space Scheme (or any variations that may be agreed in writing between the Owner and the Council from time to time)) **IN DEFAULT OF WHICH** the Council shall be entitled (upon giving reasonable prior written to the Owner) to carry out any maintenance works reasonably required to the Amenity Space and recover the proper and reasonable costs and expenses involved from the Owner.
 - 2.2. The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Amenity Space has not been dedicated to the public nor is any use by the public of any part of the Amenity Space to be taken in any way as an intention by the Owner to dedicate the same as highway.
 - 2.3. The Owner shall allow public access to the Amenity Space **SUBJECT ALWAYS** to the following provisions:
 - 2.3.1. access to the Amenity Space shall be subject to such requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building

management **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior approval; and

2.3.2. the Owner may erect notices on the Amenity Space and access to the Amenity Space may be denied by the Owner for one day each year in order to prevent public rights of way or common rights coming into being;

2.3.3. The Owner may close the Amenity Space or any part thereof for reasonable periods by reason of:

2.3.3.1. emergency;

2.3.3.2. cleansing, maintenance and repair;

2.3.3.3. at the direction of the emergency services or other lawful authority; and

2.3.3.4. construction activities whilst the Development is being carried out.

Schedule 3 – Financial Contributions

1. Off-Site Public Open Space Contribution

- 1.1. The Owner shall not Occupy more than 25% of the Dwellings unless and until it has paid the Off-Site Public Open Space Contribution of £99,019.00 (ninety-nine thousand one hundred and nine pounds) to the Council.

2. Education Contribution

- 2.1. The Owner shall not Occupy any Dwelling unless and until it has paid the Education Contribution of £83,331.00 (eighty three thousand three hundred and thirty one pounds) to the Council.

3. PROW Contribution

- 3.1. The Owner shall not Occupy the 57th Dwelling unless and until it has paid the PROW Contribution of £15,000.00 (fifteen thousand pounds) to the Council.

4. TRO Contribution

- 4.1. The Owner shall not Commence Development unless and until it has paid the TRO Contribution of £18,000.00 (eighteen thousand pounds) to the Council.

5. Sustainable Travel Contribution

- 5.1. The Owner shall not Occupy any Dwelling unless and until it has paid the Sustainable Travel Contribution of £29,640.00 (twenty nine thousand six hundred and forty pounds) to the Council.

6. Travel Plan Monitoring Contribution

- 6.1. The Owner shall not Occupy any Dwelling unless and until it has paid 20% (which for the avoidance of doubt shall be £2,000.00 (two thousand pounds)) of the Travel Plan Monitoring Contribution to the Council.
- 6.2. The Owner shall pay a further 20% (£2,000.00 (two thousand pounds)) of the Travel Plan Monitoring Contribution on the first anniversary of the payment referred to at paragraph 6.1 above.

6.3. The Owner shall pay a further 20% (£2,000.00 (two thousand pounds)) of the Travel Plan Monitoring Contribution on the second anniversary of the payment referred to at paragraph 6.1 above.

6.4. The Owner shall pay a further 20% (£2,000.00 (two thousand pounds)) of the Travel Plan Monitoring Contribution on the third anniversary of the payment referred to at paragraph 6.1 above.

6.5. The Owner shall pay a further 20% (£2,000.00 (two thousand pounds)) of the Travel Plan Monitoring Contribution on the fourth anniversary of the payment referred to at paragraph 6.1 above.

7. **Monitoring Fee**

7.1. The Owner shall not Occupy any Dwelling unless and until it has paid the Monitoring Fee of £5,000.00 (five thousand pounds) to the Council.

8. **Flooding Remedial Fee**

8.1. The Owner shall not Commence Development until it has paid the Flooding Remedial Fee of £5,000.00 (five thousand pounds) to the Council.

Schedule 4 – Travel Plan

1. Travel Plan

- 1.1. The Owner shall implement and comply with the Travel Plan in accordance with the timescales and time periods contained therein and (without prejudice to any other requirements of the Travel Plan) shall:
 - 1.1.1. Appoint a nominated Travel Plan Coordinator and notify the details of the Travel Plan Coordinator to the Council;
 - 1.1.2. Use reasonable endeavours to procure that the Travel Plan Coordinator complies with its obligations and duties set out in the Travel Plan for the duration of its appointment;
 - 1.1.3. Use reasonable endeavours to procure that the Travel Plan Coordinator remains appointed for the duration of the construction of the Development plus a period of 5 (five) years following Occupation of the final Dwelling and that it complies with its obligations and duties set out in the Travel Plan for this period;
 - 1.1.4. Use reasonable endeavours to procure that the Travel Plan Coordinator reviews the Travel Plan annually in accordance with the provisions of the approved Travel Plan for the duration set out therein and submit the results of each review to the Council; and
 - 1.1.5. Use reasonable endeavours to procure that the Travel Plan Coordinator has regard to any reasonable recommendations made by the Council from each annual review and incorporate and implement such recommendations.

Schedule 5 –Drainage

1. Provision of Drainage

1.1. Prior to Commencement of Development the Owner shall submit to the Council for approval the Drainage Maintenance and Management Plan such Drainage Maintenance and Management Plan to contain:

1.1.1. Details and a programme for the long term management and maintenance works to cover all aspects of the Drainage to include:-

1.1.1.1. A detailed maintenance schedule and methodology for all individual Drainage components to maintain the functionality of the Drainage, water storage, treatment and Watercourse;

1.1.1.2. A detailed schedule and methodology for the inspection, maintenance and replacement as required of engineering features including inlet and outlet structures, flow controls tanks and channels;

1.1.1.3. A detailed schedule and methodology for the inspection, maintenance and replacement as required of any other Drainage features;

1.1.1.4. A detailed schedule and methodology for litter and debris removal, landscape and grass cutting, weeding and sediment removal;

1.1.2. Details of the procedure in place for dealing with extreme rainfall events (both prior and post event);

1.1.3. Plans at 1:200 scale which show the extent of the Drainage features, the extent of the landscape features, details of connections to Yorkshire Water sewers and details of whether the Drainage feature is a designated asset under the Flood & Water Management Act 2010.

1.1.4. Details of the maintenance of the shared surface water drainage network, connected to the Drainage, and the shared foul drainage network within the Site as part of the Development prior to their adoption by Yorkshire Water or a NAV company.

- 1.1.5. Detailed maintenance schedules will be provided which shall include details of the frequency of all actions and routine maintenance activities, the timing of all inspections (including annual inspections) and the timing of management works arising from inspections.
 - 1.1.6. Details of the maintenance regime that will be adopted during the construction phase up until the point that the Drainage is signed off as complete in accordance with the approved design.
 - 1.1.7. Details of vehicular and pedestrian access arrangements relating to the inspection and maintenance of Drainage.
- 1.2. In the event that the Council considers that it is unable to approve the submitted version of the Drainage Maintenance and Management Plan the Owner shall submit a revised version to the Council, taking into account any comments that the Council has provided for their approval (such procedure to be repeated as often as is necessary until the Council approves the Drainage Maintenance and Management Plan).
- 1.3. The Owner covenants to fully comply with the relevant approved Drainage Maintenance and Management Plan from the Commencement of Development and at all times thereafter to manage and maintain the Drainage in accordance with the details set out in the relevant Drainage Maintenance and Management Plan unless and until the Drainage has been adopted by a statutory undertaker or transferred to a Drainage Management Company.

2. Management of Drainage

- 2.1. The Owner shall not allow occupation of the 57th Dwelling of the Development until the Drainage has been adopted by a statutory undertaker or transferred to the Drainage Management Company and thereafter the Drainage Management Company shall maintain and manage the Drainage in accordance with the relevant Drainage Maintenance and Management Plan in perpetuity SAVE THAT this obligation shall not apply where the Drainage in question has been adopted by a statutory undertaker.
- 2.2. No part of the Drainage shall be transferred or leased to any Drainage Management Company unless the identity of the Drainage Management Company has been approved by the Council (acting reasonably). In seeking approval of any Drainage Management Company the Owners shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, the structure of

the Drainage Management Company, voting rights and such other information as the Council (acting reasonably) shall require.

- 2.3. The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of any of the Drainage.
- 2.4. Unless and until such time as any part of the Drainage are adopted by a statutory undertaker the Council may upon reasonable notice enter the Site in order to check and monitor compliance with the relevant Drainage Maintenance and Management Plan.
- 2.5. In the event that the Council considers that the requirements of the relevant Drainage Maintenance and Management Plan are not being complied with then the Council may serve a notice on the Owner or the Drainage Management Company as applicable requiring the Owner or the Drainage Management Company (as applicable) to undertake such remedial steps as are specified in the notice.
- 2.6. The Owner or the Drainage Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 2.5 above within 14 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.
- 2.7. The approved Drainage Maintenance and Management Plan shall only be varied or amended with the prior written approval of the Council.

Schedule 6 – Biodiversity

1. On-Site Biodiversity Net Gain

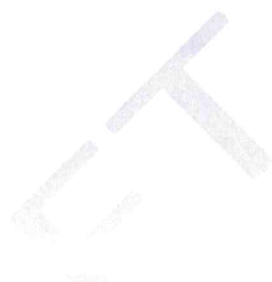
- 1.1. Prior to Occupation of the 57th Dwelling the Owner shall complete the works of habitat creation and/or enhancement set out in the BEMP and shall serve notice on the Council confirming completion of such works.
- 1.2. From the date of the notice served pursuant to paragraph 1.1 above, the owner covenants to comply with the requirements of the BEMP (or any amended BEMP submitted by the Owner to the Council and approved by the Council) for a period of 30 years.

Schedule 7– Footpath Links

1. Footpath Links

- 1.1. Prior to Occupation of the 57th Dwelling the Owner shall at its own cost and expense construct, lay out and substantially complete the Footpath Links in a proper and workmanlike manner with sound and good quality materials in accordance with the Planning Permission and any other approved plans.
- 1.2. Upon completion of the Footpath Links in accordance with the Planning Permission and any approved plans thereto to the satisfaction of the Council (acting reasonably) the Owner shall elect to either maintain the Footpath Links or secure the future maintenance thereof by a Management Company which shall take over maintenance of the same and which for the avoidance of doubt may be a company appointed as an agent to carry out the maintenance thereof and further that the Owner may transfer the Footpath Links to the Management Company to secure such maintenance.
- 1.3. The Owner shall permit the Footpath Links to be connected in perpetuity to public footpath HUD/277/40 and public footpath HUD/279/10 (as applicable) and shall make no charge of any description whatsoever for permitting such connection.
- 1.4. The Owner will procure that public access is allowed over the Footpath Links but subject to the following provisions:
 - 1.4.1. Access shall be subject to such other requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building management PROVIDED THAT such requirements shall not be imposed without the Council's prior written approval; and
 - 1.4.2. Access may be denied by the Owner for and during the maintenance, repair, cleansing or renewal of the Footpath Links or for and during the construction of any building or land abutting it subject to the Council's prior approval.

Handwritten notes in the top right corner, including the number 10 and some illegible text.



Schedule 8 - The Council's Covenants

1. The Council shall issue separate receipts on request for any sum paid to it under this Deed;
2. The Council shall place the Contributions in an interest bearing account or in separate accounts as the Council shall at its discretion decide.
3. The Council shall not to apply the Contributions for any purpose other than for the purposes set out within Clause 1.1 of this Deed.
4. In the event that any Contribution (or any part or parts thereof) are not expended within ^{10 (ten)} ~~5 (five)~~ years of the date of payment then the sum or sums not expended plus interest accrued shall be repaid to the party that paid it.
5. The Council shall respond to any request to account for the sums expended within 28 (twenty eight) Working Days of that request being made and repay any unexpended sums to the person who made the payment (or to that persons nominee) within 28 (twenty eight) Working Days of such response.

Appendix: Plans

DO NOT SCALE

All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement

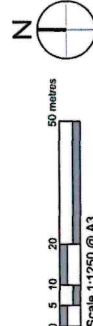
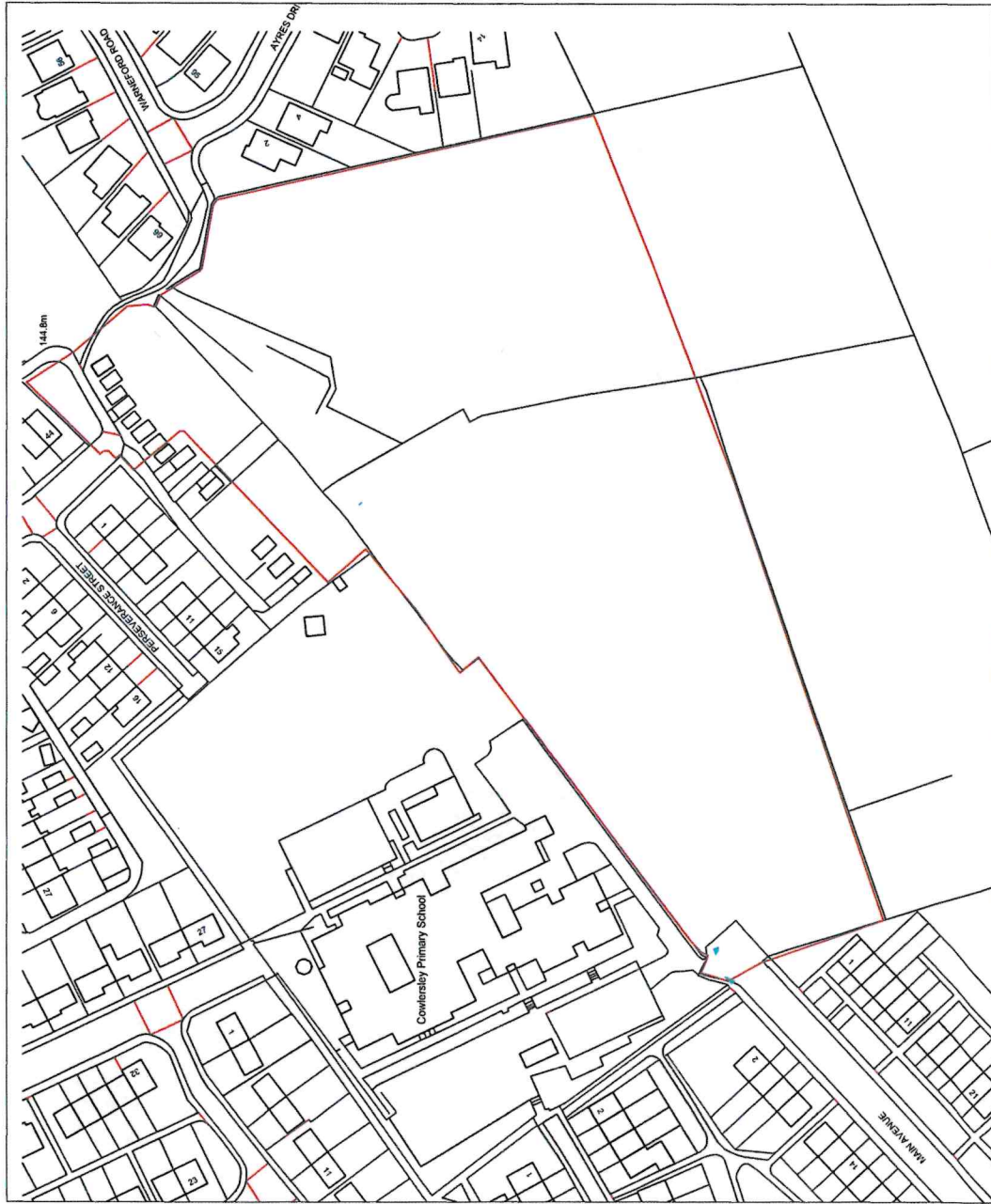
DESIGNERS RISK ASSESSMENT

Construction (Design and Management) Regulations 2015

RESIDUAL RISKS

REF	DATE	DESCRIPTION
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P2 08.07.25 Red line amendment GP



REV	DATE	REVISION DESCRIPTION
1		INITIAL DESCRIPTION
PROJECT / CLIENT		
Kirkless Cluster Sites		
Main Avenue, Coverley		
DRAWING TITLE		
Site Location Plan		
DRAWING NO.		
100		
PROJECT LEADER		
GP	CP	IDP
CHECKED BY		
IDP		
DATE		
22.10.2024		
SCALE		
1:1250 @ A3		
DRAWING REVISION		
P2		



Architecture
Masterplanning
Urban Design

Annex 1: Affordable Housing Scheme

DRAFT

Affordable Housing Scheme

Main Avenue, Cowlersley, Huddersfield

November 2025

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1.0 Introduction

- 1.1 This Affordable Housing Statement ("AHS") supports a Full Planning Application submitted to Kirklees Council ("KC") on behalf of Thirteen Housing Group ("the Applicants"), a Registered Housing Provider and Homes England Strategic Partner
- 1.2 The Application relates to land off Main Avenue, Cowlersley, Huddersfield ("the Site") and proposes residential development and associated access, landscaping and infrastructure.
- 1.3 This AHS considers and justifies the Applicants' approach to delivery of affordable homes at the Site and should be read alongside the Planning Report, prepared by IDP.
- 1.4 100% of the units in this scheme will be affordable homes and the viability of this scheme relies on Homes England grant being applied to all units.
- 1.5 Due to rules on additionality, Homes England grant cannot be applied to affordable housing provided by Registered Providers via a Section 106 Agreement.
- 1.6 This Statement is set out in three further chapters:
 - Section 2 summarises the relevant planning policy context and the scheme's compliance with it
 - Section 3 sets out the Applicant's affordable housing strategy
 - Section 4 sets out the proposed allocation criteria/process and management proposals for the units

2.0 Planning Policy Context

- 2.1 The Planning Report considers all local and national planning policies which are relevant to the determination of this Application.
- 2.2 It highlights, inter alia, that a key objective of the decision-making framework is to secure the delivery of an appropriate quantum and mix of new homes, including affordable homes.

National Planning Policy

- 2.3 The National Planning Policy Framework ("NPPF") requires local planning authorities to assess (and plan for) different groups in the community, including those who require affordable housing (Paragraph 63).
- 2.4 Where a need for affordable housing is identified, planning policies should specify the type of affordable housing required and require this need to be met on-site unless off-site provision or an appropriate financial contribution in lieu can be robustly justified, and the agreed approach contributes to the objective of creating mixed and balanced communities (Paragraph 64).

Development Plan

Kirklees Local Plan February 2019

- 2.5 The Kirklees Local Plan "the Local Plan" was adopted on 27 February 2019. It comprises the strategy and policies document, allocations and designations document and associated policies map.
- 2.6 National planning policy states that the Local Plan should be based on evidence to allow objectively assessed needs for market and affordable housing to be met. The Kirklees SHMA considers need for affordable housing broken down by market sub-areas by assessing a variety of factors including the relationship between household incomes and house prices. It has identified that there is a substantial undersupply of affordable housing in Kirklees and that this need exists in all parts of the district.
- 2.7 Paragraph 8.38 of the Local Plan states that:

"Within market housing schemes, affordable housing will be sought on sites of more than 10 dwellings, in line with viability evidence. Smaller land parcels on one site developed incrementally will also need to provide affordable housing if the overall site capacity is more than 10 dwellings. A district-wide assessment of the economic viability of land for housing has shown that, for market housing schemes in Kirklees, 20% of the total units on sites should be provided as affordable housing. Negotiation will take place on individual planning applications if viability information is provided to show that the level of affordable homes required cannot be delivered."

- 2.8 Policy LP11 of the Local Plan sets out the Council's aspirations for housing mix and affordable housing.

Policy LP11

Housing Mix and Affordable Housing

All proposals for housing, including those affecting the existing housing stock, will be of high quality and design and contribute to creating mixed and balanced communities in line with the latest evidence of housing need.

All proposals for housing must aim to provide a mix (size and tenure) of housing suitable for different household types which reflect changes in household composition in Kirklees in the types of dwelling they provide, taking into account the latest evidence of the need for different types of housing. This includes consideration of provision for those with specialist needs. For schemes of more than 10 dwellings or those of 0.4ha or greater in size, the housing mix should reflect the proportions of households that require housing, achieving a mix of house size and tenure. The council encourages the inclusion of appropriate design elements that ensure buildings are suitable or can be adapted to meet the needs of people needing specialist accommodation at present and into later life. The council will encourage proposals for custom/self build homes where consistent with other policies in the Local Plan.

Taking into account the annual overall shortfall in affordable homes, the council will negotiate with developers for the inclusion of an element of affordable homes in planning applications for housing developments of more than 10 homes, including proposals involving self-contained residential units. The proportion of affordable homes should be 20% of the total units on market housing sites. The proportion may be less where viability evidence demonstrates that there are development costs which would otherwise prejudice the implementation of the proposal. Achievement of a higher proportion of affordable housing on sites will be encouraged.

The affordable homes should be incorporated within the development but where justified, a financial contribution of at least equal value may be accepted to provide affordable homes elsewhere or to re-use or improve the existing housing stock.

The affordable housing provision should:

- a. cater for the type of affordable need identified in the latest housing evidence in terms type, tenure, size and suitability to meet the needs of specific groups;
- b. incorporate appropriate arrangements to retain the benefits of affordability for initial and subsequent occupiers or for the subsidy to be recycled for alternative affordable housing provision; and
- c. be indistinguishable from market housing in terms of achieving the same high quality of design.

Exceptionally, planning permission may be granted for affordable homes on land which would not normally be permitted for housing development, where there is otherwise little prospect of meeting robustly evidenced local needs particularly for housing to rent by people who work locally. Where appropriate, such schemes must include arrangements for the homes to remain affordable in perpetuity.

Supplementary Planning Documents (SPDs)

Affordable Housing and Housing Mix SPD March 2023

- 2.9 KC has prepared a Supplementary Planning Document, adopted in March 2023, to provide additional guidance on implementing Local Plan Policy LP11.
- 2.10 The site falls within the Golcar ward which is within the Huddersfield North sub-area.

Huddersfield North	Market Housing	Affordable Rent	Affordable Intermediate
1 and 2 bed	30-60%	40-79%	60+%
3 bed	25-45%	0-19%	20-39%
4+ bed	10-30%	0-19%	0-19%

Table 9 Huddersfield North dwelling requirement (%) by number of bedrooms for Market Housing, Affordable Rent, and Affordable Intermediate tenure types

- 2.11 As the SPD had not yet been adopted during pre-application discussions Kirklees Council provided feedback on the local requirements for the proposed site based on previous data. This is discussed in more detail within Section 3 of this Statement.

Summary

- 2.12 A key objective of the decision-making framework is to secure the delivery of an appropriate quantum and mix of new homes, including affordable homes. There is, however, embedded recognition that not all developments will be able to viably support the delivery of affordable housing via Section 106 Agreements.

3.0 Affordable Homes

- 3.1 The dwellings to be delivered as affordable homes are as follows and are shown with the proposed tenure on the attached Affordable Housing Plan at Appendix 1:

Plot Number	Type	Sqft	Bed Spaces	Plot Number	Type	Sqft	Bed Spaces
1	HT9	1020.42	3B5P	31	HT6	784.69	2B3P
2	HT9	1020.42	3B5P	32	HT6	784.69	2B3P
3	HT7	877.26	2B4P	33	HT12	1032.26	3B5P
4	HT7	877.26	2B4P	34	HT12	1032.26	3B5P
5	HT7	877.26	2B4P	35	HT8	928.92	3B4P
6	HT7	877.26	2B4P	36	HT8	928.92	3B4P
7	HT12	1032.26	3B5P	37	HT24	1357.33	4B6P
8	HT12	1032.26	3B5P	38	HT24	1357.33	4B6P
9	HT12	1032.26	3B5P	39	HT24	1357.33	4B6P
10	HT12	1032.26	3B5P	40	HT24	1357.33	4B6P
11	HT8	928.92	3B4P	41	HT24	1357.33	4B6P
12	HT8	928.92	3B4P	42	HT24	1357.33	4B6P
13	HT8	928.92	3B4P	43	HT12	1032.26	3B5P
14	HT8	928.92	3B4P	44	HT12	1032.26	3B5P
15	HT11	1020.42	3B5P	45	HT8	928.92	3B4P
16	HT7	877.26	2B4P	46	HT8	928.92	3B4P
17	HT7	877.26	2B4P	47	HT9	1020.42	3B5P
18	HT7	877.26	2B4P	48	HT11	1020.42	3B5P
19	APT(G)	659.83	2B3P	49	HT6	784.69	2B3P
20	APT(1)	731.95	2B4P	50	HT6	784.69	2B3P
21	APT(G)	659.83	2B3P	51	HT6	784.69	2B3P
22	APT(1)	731.95	2B4P	52	HT14	1184.03	4B6P
23	APT(G)	659.83	2B3P	53	HT7	877.26	2B4P
24	APT(1)	731.95	2B4P	54	HT11	1020.42	3B5P
25	APT(G)	659.83	2B3P	55	HT10	1020.42	3B5P
26	APT(1)	731.95	2B4P	56	HT9	1020.42	3B5P
27	HT11	1020.42	3B5P	57	HT11	1020.42	3B5P
28	HT11	1020.42	3B5P				
29	HT6	784.69	2B3P				
30	HT6	784.69	2B3P				

- 3.2 The tenure of the dwellings will be as follows:

Type	Size	Beds	Tenure	Number
HT6	784.69	2	Rent	7
			SO	0
HT7	877.26	2	Rent	8
			SO	0

HT8	928.92	3	Rent	8
			SO	0
HT9	1020.42	3	Rent	3
			SO	1
HT10	1020.42	3	Rent	1
			SO	0
HT11	1020.42	3	Rent	5
			SO	1
HT12	1032.26	3	Rent	8
			SO	0
HT14	1184.03	4	Rent	1
			SO	0
HT24	1357.33	4	Rent	2
			SO	4
APT(G)	693.19	2	Rent	4
			SO	0
APT(1)	777.15	2	Rent	4
			SO	0
TOTAL		57	Rent	51
			SO	6

3.3 The below table shows the proposed mix of properties proposed:

Number of Bedrooms	Number of properties	Percentage
Affordable Rent		
1 bed	0	0%
2 bed	23	45%
3 bed	25	50%
4 bed	3	5%
Shared Ownership		
1 bed	0	0%
2 bed	0	0%
3 bed	2	33%
4 bed	4	67%
Total		
1 bed	0	0%
2 bed	23	40%
3 bed	27	48%
4 bed	7	12%

3.4 A pre-application submission was made to the Council in October 2021. At the time, the pre-application the proposed scheme was 49 units and therefore, advice was based on this figure. Feedback on the proposed scheme from Kirklees Council's housing officer was as follows.

"LP11 requires proposals to include 20% of units as affordable housing. For 49 dwellings, this would equate to 10 units."

- 3.5 The proposed scheme of 57 units now proposes 100% of the homes to be affordable therefore delivering over and above the policy requirement of 20% on the site.
- 3.6 In terms of mix the pre-app response advised:
- "You propose 7 x 2-bed houses, 12 x 2-bed apartments and 30 x 3-bed houses. **There is a significant need for affordable 3+ bed homes** and a lesser need for 1- and 2-bed properties. The affordable dwellings in this proposed development should be a balanced range of 2-bed and 3-bed properties which reflects this local need as well as a mix of houses and apartments."*
- 3.7 As set out in the table above the proposed housing mix complies with this requirement with the majority of homes being 3 bed or more (60%) and the remaining homes being a mix of 2 bed houses and apartments (40%).
- 3.8 In terms of tenure split the housing officer stated:
- "In terms of affordable tenure split, across the district Kirklees works on a split of 55% social or affordable rent to 45% intermediate housing. A mix of 6 social/affordable rent dwellings and 4 intermediate dwellings would be suitable. These numbers would, of course, increase with the required increase in the development's overall quantum."*
- 3.9 A policy compliant number of affordable homes on this scheme of 57 units would equate to 11 homes (20% of 57). 45% of the 11 affordable homes required via policy would equate to 5 shared ownership homes being required on the site. The proposal is for 6 shared ownership homes to be delivered and therefore this is considered to meet the policy requirement and the Housing Officer's request. The remainder of the affordable housing is to be provided as Affordable Rent which again meets policy requirements.
- 3.10 Notwithstanding the above, the pre-app advice of appropriate mix was provided on the premise of a standard residential development where only 20% of the homes are affordable. However, this development will be brought forward by a registered provider with the scheme being 100% affordable, as aforementioned. As such, following discussions with Planning Officers, the methodology to determine mix of tenure set out within the SPD is not reflective of a 100% affordable development and can in some instances create challenges in providing a policy compliant mix. Thus, as agreed with the LPA, the market housing mix column within the SPD is deemed a good rule of thumb as to what an appropriate housing mix should be.
- 3.11 As such, the SPD sets out that 1&2 bed should be 30-60%, 3 bed 25-45% and 4+ bed 10-30%. The proposals comprise of 40% 2 bed dwellings, 48% 3 bed and 12% 4 Bed. Therefore, the proposals are considered to broadly accord with the percentage requirements for housing mix set out within the SPD, albeit with a marginal over provision (by 3%) of 3 bed dwellings.

- 
- 3.12 Nonetheless, the proposed housing mix has been devised following the advice provided within the pre-app, as well as research undertaken by Thirteen which indicates a strong demand for good quality family housing in the area, with 3 bed dwellings being beneficial to the wider housing stock of the area. As such, the marginal over provision of 3 bed dwellings is considered to be suitably justified in this case.
- 3.13 The tenure split has been informed through discussion with the Council's housing team, with consideration to viability and Thirteen's vast experience with delivering high quality housing that meets the housing needs of local people. Therefore, the proposed tenure split is considered to be acceptable, particularly when considering the requirements set out in policy.
- 3.14 In summary, it has been demonstrated that the proposals will provide over and above the policy requirement for affordable housing with a proposed mix that meets Kirklees Council's Housing Officer's requests and is considered to accord with the required housing mix.

4.0 Allocation and Management Arrangements

- 4.1 Thirteen will provide homes for rent and intermediate tenures to those in housing need.
- 4.2 Thirteen will allocate their homes in a fair, transparent and equitable manner, working together with Kirklees Council to support their strategic housing functions and sustainable communities and enable them to fulfil their statutory duties under the Housing Act 1996 and Homelessness Act 2002, as amended.
- 4.3 Thirteen will adhere to Kirklees Council's Housing Allocation Policy to advertise properties on the 'Choose and Move' system allowing people on the Housing Register to bid for the homes. Thirteen will also agree nomination rights with Kirklees Council.
- 4.4 Thirteen will own and be responsible for managing the rented properties in the scheme.
- 4.5 Thirteen propose to develop the 57 affordable housing units which shall remain affordable in perpetuity. The exceptions to this are listed as Permitted Disposals within the land Transfer between Kirklees Council and Thirteen Housing Group as listed below.
- 4.6 'Permitted Disposal' means a Disposal:
- to a statutory undertaker in connection with its statutory undertaking; or
 - to a highways authority to comply with highways requirements or in connection with the adoption or dedication of a public highway; or
 - to a utilities company for an electricity sub-station, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services; or
 - of a Constructed Dwelling involving a 100% staircasing permitted by the Model Lease and as required by Homes England as a condition of funding; or
 - of a Constructed Dwelling involving a statutory right to buy or right to acquire or right to shared ownership; or
 - of a Constructed Dwelling involving the first disposal of a shared ownership lease of 990 years in accordance with HE Grant requirements and as provided in the Model Lease; or
 - a rack rent lease for a term of 25 years or less.

Appendix 1 – Affordable Housing Plan



Executed as a Deed (but not delivered
Until the date of it) by the affixing of
THE COMMON SEAL of
THE COUNCIL OF THE BOROUGH OF
KIRKLEES

Authorised Sealing Officer
(A permanent Officer of the Council)

Executed as a Deed (but not delivered
Until the date of it) by the affixing of
THE COMMON SEAL of
THIRTEEN HOUSING GROUP LIMITED
Hereunto in the presence of:

Director

Director/Secretary

EXECUTED AS A DEED by affixing
the Common Seal of **THE COUNCIL
OF THE BOROUGH OF KIRKLEES**
in the presence of:



Authorised Signatory

Executed as a Deed (but not delivered
Until the date of it) by the affixing of
**THE COMMON SEAL of
THIRTEEN HOUSING GROUP LIMITED**
Hereunto in the presence of:

Director

Director/Secretary



APPENDIX 1
Plan

DO NOT SCALE

All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement

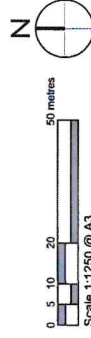
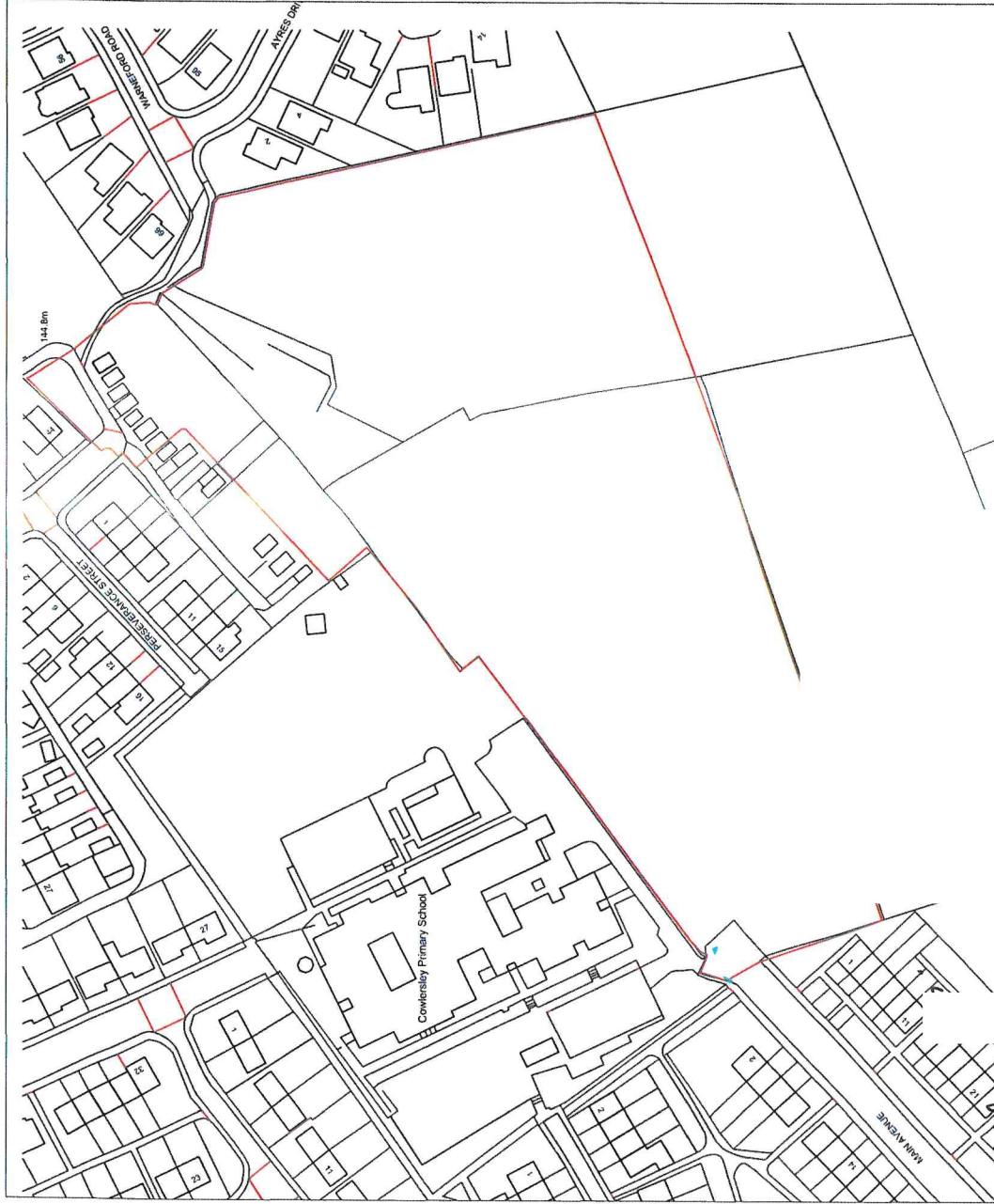
DESIGNERS RISK ASSESSMENT

Construction (Design and Management) Regulations 2015

RESIDUAL RISKS

REF	DATE	DESCRIPTION
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P2 08.07.25 Red line amendment GP



REV	DATE	INITIAL	DESCRIPTION
1	08.07.25	GP	Red line amendment

PROJECT NO	N81-3084
PROJECT / CLIENT	Kirklees Cluster Sites
MAIN AVENUE COVERLEY	
DRAWING TITLE	Site Location Plan
DRAWING NO.	100
PROJECT LEADER	GP
DESIGNED BY	IDP
CHECKED BY	
DATE	22.10.2024
SCALE	1:1250 @ A3
REVISION	P2



Architecture
Masterplanning
Urban Design