

Dated 5th July 2024

Planning Obligation by Deed of Agreement under Section 106 of
the Town and Country Planning Act 1990

relating to planning application P/2019/0005
and planning appeal APP/H6955/A/20/3263516
and land south of Holt Road, Wrexham LL13 9SA

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

JOHN RAYMOND JONES (2)

and

THE OFFICIAL CUSTODIAN FOR CHARITIES

on behalf of The Wrexham (Parochial) Educational Foundation (3)

Linda Roberts
Chief Officer Governance and Customer
Guildhall
Wrexham
LL11 1AY

DATE

5th July

2024

PARTIES:

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham LL11 1AY ("**Council**") and
- (2) **JOHN RAYMOND JONES** of Tyn Twll Farm, Holt Road, Llan-Y-Pwll, Wrexham LL13 9SA ("the **First Owner**")
- (3) **THE OFFICIAL CUSTODIAN FOR CHARITIES on behalf of The Wrexham (Parochial) Educational Foundation** care of The Clerk to the Trustees, The Wrexham (Parochial) Education Foundation, 2 Mayfield Court, Wrexham LL11 2TN ("the **Second Owner**")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the Site is situate and is the local planning authority by whom the obligations in this Deed are enforceable.
- (2) The First Owner has an interest in the Site in the form of being the freehold owner of that part of the Site edged green on Plan 1 and which is registered under title numbers CYM647346 and CYM663700.
- (3) The Second Owner has an interest in the Site in the form of being the freehold owner of that part of the Site edged blue on Plan 1 and which is registered under title number WA675912.
- (4) The Application was submitted to the Council to carry out the Development on the Site. The Council recommended to itself that planning permission should be granted but acting by its planning committee in July 2020 it resolved that planning permission should be refused. The Applicants submitted the Appeal to the Welsh Ministers in November 2020 accordingly.
- (5) The First Owner and the Second Owner have agreed to enter into this Agreement in support of the Appeal so as to create a planning obligation in favour of the Council pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.
- (5) The First Owner and the Second Owner have agreed to enter into this Deed so as to create planning obligations in favour of the Council pursuant to section 106 of the Act so that the Owners and the Site shall be bound by the covenants hereafter contained (subject to the terms and conditions herein), should the Welsh Ministers grant the Planning Permission.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions in column one shall have the meanings respectively ascribed thereto in column two:

Column One	Column Two
"Act"	The Town and Country Planning Act 1990
"Adoption Works"	The works by the Owner to the satisfaction of the Council to bring the Link Road up to adoption standard following the Initial Standard works
"Affordable Housing"	Subsidised housing which will be available to Eligible Persons including (without limitation) Intermediate Rented Housing Shared Equity Housing, Shared Ownership Housing and Social Rented Housing and which shall comprise 20% of the Dwellings to be built on the Site (rounded down to the nearest whole number) the number of units of each such tenure (if any) being determinable pursuant to the approval of the Affordable Housing Scheme
"Affordable Housing Contribution"	The sum calculated in accordance with Part 10 of the Fourth Schedule and due to the Council.
"Affordable Housing Disposal"	A transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL
"Affordable Housing Scheme"	A written scheme for the provision of Affordable Housing within a Phase which shall include: (i) a site layout plan showing the proposed location of the Affordable Housing Units in the Phase; (ii) details of the final number, size, type, and tenure or tenures of Affordable Housing Units of the Affordable Housing Units in the Phase; which has been submitted by the Owner to the Council for approval and approved in writing by the Council subject to such variations thereto as may be agreed in writing between the Owner and the Council from time to time;

"Affordable Housing Units"	The dwellings provided as Affordable Housing as part of the development.
"Appeal"	The appeal made to the Welsh Ministers by Barratt Homes, Bloor Homes North West, the First Owner and the Second Owner against the decision of the Council to refuse outline planning permission for the Development which has been ascribed reference APP/H6955/A/20/3263516 by their Inspectorate Planning and Environment Decisions Wales (PEDW)
"Application"	The application for outline planning permission submitted to the Council for the Development and allocated reference number P/2019/0005
"CIL Regulations"	The Community Infrastructure Levy Regulations 2010 (as amended)
"Close Family Connection"	Members of family as described in Section 113 of the Housing Act 1985
"Commencement of Development"	The date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development pursuant to the Planning Permission begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of surveys of existing structures, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, hoardings and scaffolding, the temporary display of site notices or advertisements, site preparation, site reclamation, preliminary landscaping and ground modelling, service diversions or decommissioning, laying of services and other works of site establishment preparatory to the commencement of construction and operations permitted by the Town and Country Planning (General Permitted Development) Order 1995 (as amended) and "Commence Development" shall be construed accordingly.

"Development"	The development of the Site by the construction of up to 600 dwellings, with associated landscaping, public open space and on-site infrastructure, with all matters reserved except for the northern site access in accordance with the Planning Permission
"Dwelling"	Any residential unit (including a house flat or maisonette) constructed on the Site pursuant to the Planning Permission
"Ecological Area"	Any on-site habitat areas that may be required in accordance with the Ecological Management Plan.
"Ecological Management Entity"	Such body or bodies that is nominated or established by the Owner for the management and maintenance of the Ecological Area in accordance with Schedule 5
"Ecological Management Entity Details"	The Ecological Management Entity's corporate structure details of its directors and officers and the mechanism for ensuring that it has sufficient funds to enable it to carry out the Ecological Management Plan.
"Ecological Management Plan"	The ecological management plan submitted to and approved in writing by the Council in accordance with the conditions of the Planning Permission.
"Eligible Person"	A person as defined in Part 7 of Schedule 4 hereto
"Equity Price"	70% of the Market Value of a Shared Equity Unit
"First Charge"	A legal charge entered into between the Shared Equity Owner and a mortgagee and which shall secure against a Shared Equity Unit any mortgagees lending (of up to the Equity Price) together with any interest on the debt owed to any mortgagee by the Shared Equity Owner at the time that any mortgagee shall enter into possession together with the costs of enforcing the First Charge and the reasonable costs of marketing and disposal of the Shared Equity Unit by any mortgagee.
"Freehold RSL"	The RSL that owns the freehold of a Shared Ownership Unit

"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Initial Standard"	Construction of the Link Road to base coat standard and with streetlighting and road markings
"Interest"	Interest at 4 per cent above the base lending rate of the Barclays Bank Plc from time to time.
"Intermediate Rented Housing"	Housing units let by an RSL at a rent equal to or less than 80% of the open market rental (being the rent which that unit would secure in the open market as between a willing lessor and a willing lessee acting at arm's length)
"KSS2 Site"	The land shown edged red on the drawing annexed to this Deed first appearing in Schedule 8 and comprising (i) a northerly part namely the Site; together with (ii) a southerly part having a frontage to Bryn Estyn Lane and the expression "the rest of the KSS2 Site" shall be construed to refer to this southerly part accordingly
"Land Ownership Plan"	The plan bearing reference 23774 – 01 annexed to this Deed being the second plan appearing in Schedule 8
"Link Road"	The link road to be constructed within the Site between point A and a point on Line B on the Link Road Route Plan
"Link Road Route Notice"	Confirmation from the Council to the Owner of the position upon Line B on the Link Road Route Plan where the Link Road should be constructed to
"Link Road Route Plan"	The drawing reference number BW/S106/01 a copy of which is annexed to this Deed being the third plan appearing in Schedule 8
"Low Cost Home Ownership Register"	The register maintained by the Council or its nominated agent for the purpose of providing access to properties at less than market value for persons who cannot afford to buy housing generally on the open market.
"Market Housing Units"	Those Dwellings which are general market housing for sale on the open market and which are not Affordable Housing

"Market Value"	(In respect of any Affordable Housing Units other than Social Rented Housing and Intermediate Rented Housing) the price at which the Affordable Housing Unit might reasonably be expected to be sold at arm's length by a willing seller to a willing buyer with vacant possession.
"Material Operation"	A material operation as defined in Section 56 subsection 4(a) to (e) of the 1990 Act to implement the Planning Permission save for those operations contained in the definition of "Commencement of Development" contained in this Deed.
"Nominated RSL"	An RSL that holds a Second Charge
"Occupation"	Use of a Dwelling for a residential purpose but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and Occupied shall be construed accordingly.
"Owner"	Jointly the First Owner and the Second Owner and all persons deriving title from either of them
"Person in Housing Need"	A person who cannot afford to rent or buy a home suitable for their needs on the open market.
"Phase"	A phase of the Development for which reserved matters have been obtained pursuant to the Planning Permission (and the expression "Dwelling Phase" means a Phase respecting which the relevant approval of reserved matters has included the siting of one or more Dwellings)
"Planning Permission"	The outline planning permission that may be issued by the Council pursuant to the Application
"POS"	Any area within a Phase identified as open space
"POS Management Entity"	Such body or bodies that is/are nominated or established by the Owner for the long-term maintenance and management of the POS and for the avoidance of any doubt which may include a management company

"POS Management Plan"	The management plan to be submitted to the Council for approval in respect of the management and maintenance of the POS in a Phase by the POS Management Entity which shall allow for Reasonable Regulations
"Primary Education Contribution"	Such sum calculated and paid in relation to any Phase in accordance with paragraph 1 of Schedule 2 and to be used by the Council for the provision of additional primary school requirements required as a result of the Development
"Primary Community Council Area"	Holt, Abenbury and Acton
"Reasonable Regulations"	Any rules and regulations enacted by the Owner or the POS Management Entity in the interests of health safety or wellbeing of users or good estate management and any necessary temporary limitation(s) of access to the POS associated with their proper maintenance or repair of Services
"Redemption Money"	The sum required to discharge the Second Charge
"RSL"	A registered social landlord as defined in Part 1 of the Housing Act 1996
"Second Charge"	A legal charge to be entered into by the Shared Equity Owner for the time being in favour of the Council or a Nominated RSL in respect of up to 30% of the Market Value of a Shared Equity Unit, subject always to the Second Charge ranking second in the priority to any First Charge.
"Secondary Community Council Areas"	Gresford, Rossett, Lyscoed, Gwersyllt, Rhosddu, Offa, Caia Park, Marchwiel, Sesswick
"Section 38 Agreement"	An agreement pursuant to section 38 of the Highways Act 1980 (and which may also be made under section 278 of the Highways Act 1980) a draft of which shall be provided by the Council to the Owner in accordance with the provisions of this Deed and which the Owner shall be entitled to make reasonable amendments to and which the Council shall thereafter complete and which agreement shall provide for the dedication and adoption of the Link

	Road as public highway maintainable at the public expense following completion of the Adoption Works
"Services"	Foul and surface water drains or sewers and water, gas, electricity and telecommunications or any other conducting media serving the Dwellings and all service systems installations and apparatus in respect of any of them
"Shared Equity Disposal"	A disposal to an Eligible Person by a freehold transfer or by a lease for a term of not less than one hundred and twenty-five years (125) (or an assignment therefore) of a Shared Equity Unit.
"Shared Equity Housing"	A form of affordable housing whereby the purchaser acquired a 100% equity share in an Affordable Housing Unit subject to a Second Charge and with a restriction in perpetuity upon the future sale price of it.
"Shared Equity Owner"	A freeholder or a leaseholder (as appropriate) of a Shared Equity Unit
"Shared Equity Unit"	An Affordable Housing Unit sold or available for sale as Shared Equity Housing on the Development
"Shared Owner"	A leaseholder of a Shared Ownership Unit
"Shared Ownership Disposal"	A disposal by the RSL by way of: a) Lease for a term of not less than one hundred and twenty-five (125) years; or b) Transfer or assignment of a Shared Ownership Unit.
"Shared Ownership Housing"	A form of Affordable Housing which is provided by an RSL on the basis of part rent and part sale.
"Shared Ownership Interest"	The specific equity share in the Shared Ownership Unit held by the Shared Owner.
"Shared Ownership Unit"	An Affordable Housing Unit sold or available for sale as Shared Ownership Housing
"Secondary Education Contribution"	Such sum calculated and paid in relation to any Phase in accordance with paragraph 2 of Schedule 2 and to be used by the Council for the provision of additional secondary

	school requirements required as a result of the Development
"Site"	The land subject to this Deed as shown edged blue and green on the Land Ownership Plan and more particularly described in the First Schedule
"Social Rented Housing"	Affordable Housing Units let by a RSL to be occupied by Eligible Persons at a rental level which complies with the rent benchmarking guidance (from time to time) published by the Welsh Government.
"Spine Road Link"	A road link connecting the Link Road from the southern part of the Site to the rest of the KSS2 Site
"Spine Road Link Area"	The strip of land shown shaded green on the drawing bearing reference BW/S106/SPLA a copy of which is annexed to this Deed in Schedule 8
"Spine Road Link Contribution"	The sum of £428,015.43 (Four hundred and twenty-eight thousand and fifteen pounds and forty-three pence) (or in the event that the costs of construction of the Spine Road Link shall be lower than the cost assessed as at the date hereof at £1,222,901.18 in the Brookbanks 10833 Holt Road Wrexham Highway Infrastructure WBC Option 3 such lesser sum as shall be proposed by the Owner and agreed by the Council or determined in default of agreement in accordance with this Deed) to be used by the Council towards the construction of the Spine Road Link between the southern part of the Link Road and the rest of the KSS2 Site
"Staircase"	In respect of Shared Ownership Housing to acquire pursuant to the provisions of the Shared Ownership Disposal a share of the equity in the relevant Shared Ownership Unit in addition to the Shared Owner's Shared Ownership Interest and "staircasing" and "staircased" shall be construed accordingly.
"Supervision"	The consideration (by the Owner or any professionals engaged to act on the Owner's behalf of any specification or notice or other documents submitted for approval to the

	Owner and the overseeing and/or monitoring of the execution or performance of any works on in over or under the Spine Road Link Area by the Council or its employees or contractors or any other person acting on behalf of the Council in that respect.
"Welsh DQR Standards"	Welsh Development Quality Requirements dated July 2021 insofar as in accordance with the Planning Permission and any approval of reserved matters or other details approved pursuant thereto

2. **CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms 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 all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title from that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 2.7 The headings of this Deed are for convenience only and shall not affect its interpretation.

3. **LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as

local planning authority against the Owner and to the extent that any of the obligations are not planning obligations within the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and all other enabling powers.

4. **CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development;

save for the provisions of Clauses 5.2, 6.1, 12-15 (in respect of notice of commencement of development, legal costs, jurisdiction, delivery, materiality and Charities Act) which shall come into effect immediately upon completion of this Deed.

5. **THE OWNER'S AND COUNCIL'S COVENANTS**

- 5.1 The Owner covenants with the Council (subject always to the terms and conditions of this Deed) to comply with the obligations set out in Schedules 2-7 inclusive of this Deed
- 5.2 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.
- 5.3 The Council covenants with the Owner (and for the avoidance of any doubt any person deriving title to the Site (or part thereof) from the Owner)) to comply with the covenants and obligations set out in Schedule 5 and Schedule 7 of this Deed (subject always to the terms and conditions of this Deed)

6. **MISCELLANEOUS**

- 6.1 The Developer shall on completion of this Agreement pay to the Council its reasonable legal costs in respect of the negotiation and completion of this Agreement.
- 6.2 No obligation shall be construed as binding any individual purchaser (or his mortgagee) or lessee or tenant of any Dwelling to be constructed on the Site pursuant to the Planning Permission or against statutory undertakers in relation to any part or parts of the Site acquired by them for their purposes or for electricity sub-stations, gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of an easement or covenant.
- 6.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 PROVIDED ALWAYS that this clause shall not affect the right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law.
- 6.4 This Deed shall be registrable as a local land charge by the Council.
- 6.5 Where the agreement, approval, consent, expression of satisfaction and/or anything of a similar or like nature is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent, expression of satisfaction and/or anything of a similar or

like nature shall not be unreasonably withheld or delayed and any such agreement, approval, consent, expression of satisfaction and/or anything of a similar or like nature shall be given on behalf of the Council by the Head of Community Wellbeing and Development. and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party and if the Owner shall elect to treat the withholding of any such agreement, approval, consent, expression of satisfaction and/or anything of a similar or like nature as a dispute referable by the Owner for resolution pursuant to clause 11 any decision of an expert in favour of the Owner shall be deemed to be an agreement, approval, consent, expression of satisfaction and/or anything of a similar or like nature in respect of the subject matter submitted by the Owner to the Council.

- 6.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 6.7 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 or enforceability of the remaining provisions of this Deed.
- 6.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 6.8.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
- 6.8.2 the Planning Permission shall expire prior to the Commencement of Development; or
- 6.9 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 Site (or that part of the Site in relation to which the breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.10 The covenants in this Deed shall not be enforceable against statutory undertakers and/or telecommunications/internet infrastructure providers in relation to any interests in the Site acquired by any of them for electricity gas sewerage water drainage telecommunications / internet purposes (and/or for any other similar purpose) and/or against anyone whose only interest in the Site or part thereof is in the nature of the benefit of an easement or covenant.
- 6.11 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 (whether or not on appeal) before or after the date of this Deed nor shall any sum be payable pursuant to this Deed in respect of any development carried out pursuant to such other planning permission.

7. **WAIVER**

No waiver (whether expressed or implied) by the Council or Owner 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 or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8. **CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of its interest 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 or unit of occupation purchased by reference to a plan (save in respect of the disposal of an individual Dwelling)

9. **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 payment.

10. **VAT**

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

11. **DISPUTES**

11.1 Except as to matters of law and subject to any express provisions of this Deed to the contrary any dispute or difference arising between the parties as to any of the provisions of this Deed and/or their respective rights duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Deed shall forthwith be referred by the parties or any of them for determination by an independent person (the **Expert**) of no less than 15 years relevant post qualification professional experience to be agreed upon between the parties and failing such agreement within ten (10) Working Days of any party calling upon the others to agree to be appointed on the application of the parties or any of them by the President for the time being of The Royal Institution of Chartered Surveyors or any successor Institute (the **President**).

11.2 The Expert shall act as an expert and shall be appointed on the basis that he shall make his decision and communicate it to the parties to the dispute within the minimum practicable timescale allowing for the nature and complexity of the dispute such determination to be made in writing giving full reasons therefor and shall be binding upon the parties save in respect of manifest error fraud and/or error of law.

11.3 If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place.

11.4 It is hereby agreed and declared that:-

- 11.4.1 the Expert shall afford to the parties the opportunity to make representations and counter-representations in writing (within the periods and subject to the directions he shall specify) and shall consider any written representations made by or on behalf of the parties hereto which are received by him within the periods (and pursuant to the directions) he specifies;
- 11.4.2 the Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit;
- 11.4.3 the Expert shall determine the reference in accordance with the planning obligation parameters set by this Deed;
- 11.4.4 the Expert shall have the liberty to set any further reasonable directions either on the application of either party to the dispute or of his own volition
- 11.4.5 the fees and expenses of the Expert including the cost of his appointment shall be borne equally between the parties (and if any party shall pay the Expert's fees and expenses it shall be entitled to recover one half from the other) unless the Expert shall direct otherwise and he shall have power so to direct if he considers it reasonable to do so having had regard to the conduct of the parties during the course of and/or in relation to the dispute in question.

11.5 The provisions of this clause shall not affect the ability of either party 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.

12. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of Wales.

13. **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.

14. **MATERIALITY**

If the Welsh Ministers for the purposes of the determination of the Appeal shall in their decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122(2) of the CIL Regulations, and/or that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that they attach no weight to the relevant obligation(s) for the purposes of their determination then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter cease to have effect and the Owner shall be under no obligation to comply

with it (but this shall not affect the validity or enforceability of the other obligations under this Deed).

15. **CHARITIES ACT**

The land comprised within title number WA675912 subject to this agreement is held by the Official Custodian for Charities in trust for The Wrexham (Parochial) Educational Foundation, a non-exempt charity, but this deed is not one falling within paragraph (a), (aa), (b), (c) or (d) of section 117(3) of the Charities Act 2011, but there is power under the trusts of the charity to effect the disposition and sections 117 to 121 of the Charities Act 2011 have been complied with

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

SCHEDULE 1

DESCRIPTION OF THE SITE

The land shown edged green and blue on Plan 1 and in respect of the green land being the land registered in the name of the First Owner at HM Land Registry with title absolute under title numbers CYM647346 and CYM663700 and in respect of the blue land being registered in the name of the Second Owner at H M Land Registry with title absolute under title number WA675912.

SCHEDULE 2

EDUCATION

The Owner covenants with the Council:-

1. PRIMARY EDUCATION CONTRIBUTION

1.1 To pay the Primary Education Contribution for each Phase in accordance with paragraphs 1.2 and 1.3 of this Schedule

1.2 The Primary Education Contribution for each Phase shall be paid as follows:-

50% prior to the Occupation of 25% of the Dwellings in the relevant Phase;

50% prior to the Occupation of 50% of the Dwellings in the relevant Phase

1.3 The Primary Education Contribution for each Phase shall be the total of "W" plus "X" plus "Y" plus "Z" calculated as follows:-

$$A \times 0.07 \times £12,257 = W$$

where "A" = the number of apartments/flats within the Phase which have 2 or more bedrooms (excluding any specialist accommodation for the elderly)

$$B \times 0.12 \times £12,257 = X$$

where "B" = the number of houses in the Phase which have 2 bedrooms (excluding any specialist accommodation for the elderly)

$$C \times 0.23 \times £12,257 = Y$$

Where "C" = the number of houses in the Phase which have 3 bedrooms (excluding any specialist accommodation for the elderly)

$$D \times 0.31 \times £12,257 = Z$$

Where "D" = the number of houses in the Phase which have 4 bedrooms or more (excluding any specialist accommodation for the elderly)

2. SECONDARY EDUCATION CONTRIBUTION

2.1 To pay the Secondary Education Contribution for each Phase in accordance with paragraphs 2.2 and 2.3 of this Schedule

2.2 The Secondary Education Contribution for each Phase shall be paid as follows:-

50% prior to the Occupation of 25% of the Dwellings in the relevant Phase;

50% prior to the Occupation of 50% of the Dwellings in the relevant Phase

2.3 The Secondary Education Contribution for each Phase shall be the total of "W" plus "X" plus "Y" plus "Z" calculated as follows:-

$$A \times 0.04 \times £18,469 = W$$

where "A" = the number of apartments/flats in the Phase which have 2 or more bedrooms (excluding any specialist accommodation for the elderly)

$$\text{"B"} \times 0.07 \times \text{£}18,469 = \text{"X"}$$

where "B" = the number of Dwellings in the Phase which have 2 bedrooms (excluding any specialist accommodation for the elderly)

$$\text{"C"} \times 0.2 \times \text{£}18,469 = \text{"Y"}$$

where "C" = the number of Dwellings in the Phase which have 3 bedrooms (excluding any specialist accommodation for the elderly)

$$\text{"D"} \times 0.31 \times \text{£}18,469 = \text{"Z"}$$

where "D" = the number of Dwellings in the Phase which have 4 or more bedrooms (excluding any specialist accommodation for the elderly)

SCHEDULE 3
PUBLIC OPEN SPACE

The Owner covenants with the Council:-

1. Not to allow the Occupation of any Dwelling within a Phase until the proposed POS Management Plan for that Phase has been submitted to and approved by the Council
2. Following completion of the POS it shall be managed and maintained by the POS Management Entity in accordance with the approved POS Management Plan via transfer to the POS Management Entity.
3. Not to allow the Occupation of more than 90% (ninety percent) of the Dwellings in each Phase until the POS for that Phase has been completed in accordance with the Planning Permission to the reasonable satisfaction of the Council.
4. For the avoidance of any doubt prior to the transfer of any POS to the POS Management Entity, the POS shall be managed and maintained by the Owner in accordance with the POS Management Plan
5. Where the Owner has submitted the details required under paragraphs 1 of this Schedule 3 but the Council has refused to approve such detail within 4 months of submission the Owner may refer the dispute at any time thereafter to the Expert in accordance with clause 11 hereof and upon any such reference to the Expert paragraph 1 of this Schedule 3 shall not longer be enforceable but once the POS Management Plan has been determined by the Expert it shall be the POS Management Plan for the purposes of paragraphs 2, 3 and 4 of this Schedule 3

SCHEDULE 4
AFFORDABLE HOUSING

The Owner covenants with the Council:-

Part 1 – General Obligations

1. To design and construct the Affordable Housing Units (to comprise 20% (rounded down to the nearest whole number) of the total number of Dwellings on Site) in accordance with the Planning Permission and to design and construct the Affordable Housing Units in a Phase in accordance with the Affordable Housing Scheme for that Phase.
2. To design and construct the Affordable Housing Units to the Welsh DQR Standards (unless otherwise agreed in writing between the Owner and the Council)
3. That 20% (rounded down to the nearest whole number) of the Dwellings in each Phase shall be Affordable Housing Units (or, where agreed between the Owner and the Council, a different percentage in respect of any Phase, but provided always that the total amount of Dwellings on the Site shall comprise 20% Affordable Housing Units (rounded down to the nearest whole number)).
4. Not to dispose of the Affordable Housing Units other than to an RSL by way of the Affordable Housing Disposal or to an Eligible Person by way of a Shared Ownership Disposal or a Shared Equity Disposal (as set out in paragraph 1 of Parts 2, 3, 4, 5 and 6 hereof) Provided That the Council and the owners of the Affordable Housing Units may by agreement prescribe terms for the disposal of different types of Affordable Housing not detailed in this Agreement (both parties acting reasonably and without delay in agreeing such terms) Provided That such agreement is legally secured by way of a supplemental agreement made under Section 106 of the Act or a deed of variation under section 106A of the Act.
5. Give to the Council notice in writing of a disposal of its interest in any Affordable Housing Unit and its interest in any part of the Site (excluding Market Housing Units) occurring before all the obligations in this Agreement have been discharged such notice to be given within ten (10) Working Days of such transfer and giving details of the transferee's full name and usual address (registered office if a company) together with a plan showing the area of the Site transferred.
6. Prior to Commencement of Development of a Dwelling Phase to provide the Council's Head of Housing and Economy the following details in so far as they are known for each Affordable Housing Unit within such Dwelling Phase:
 - 6.1 postal address or plot number;
 - 6.2 gross and net floor area;
 - 6.3 anticipated practical completion date (subject to market conditions); and
 - 6.4 plans indicating location, elevations and internal layout.

7. Following the grant of the Planning Permission to approach an RSL as soon as reasonably practicable and to pursue negotiations with all due diligence in order to comply with the obligations contained in this Agreement and to offer the Affordable Housing Units (other than those designated as Shared Equity Units) for sale to an RSL on terms that have due regard to the restrictions affecting such Affordable Housing Units contained in this Undertaking.
8. Following a written request from the Council, to provide to the Council such information concerning the progress of negotiations for Affordable Housing Disposals with an RSL or Shared Equity Disposals to Eligible Persons (as appropriate) as shall reasonably be required by the Council PROVIDED THAT the Owner shall not be under any obligation to disclose information to the Council if this would be in breach of confidentiality or contract or data protection legislation or other regulatory requirements or the order of any Court of competent jurisdiction.
9. Not to use any part of the Site on which the Affordable Housing Units are to be constructed for any purpose other than the provision of Affordable Housing subject to and in accordance with this Deed.
10. Not to use the Affordable Housing Units for any purpose other than for the provision of Social Rented Housing, Shared Ownership Housing, Shared Equity Housing and Intermediate Rented Housing (subject to the proviso set out in paragraph 2 of this Part) and to respond to any request from the Council for information as to the tenure of each Affordable Housing Unit within ten (10) Working Days such request to be made on no more frequent a basis than once every six (6) months.
11. To keep such full and proper records as are reasonably required to demonstrate to the Council strict compliance with the affordable housing obligations contained in this Agreement and any supplementary agreement thereto.
12. Not to allow the Occupation of: (a) more than 50% (fifty percent) of the Market Housing Units within any Dwelling Phase until 50% of the Affordable Housing Units within that Dwelling Phase have been constructed, are ready for Occupation and have been disposed of (or evidence has been provided to the Council that the Owner is actively marketing and has used reasonable endeavours to procure such disposals) by way of an Affordable Housing Disposal to an RSL and/or Shared Equity Disposals to Eligible Persons; and (b) more than 75% (seventy-five percent) of the Market Housing Units within any Dwelling Phase until 100% of the Affordable Housing Units within that Dwelling Phase have been constructed, are ready for Occupation and have been disposed of (or evidence has been provided to the Council that the Owner is actively marketing and has used reasonable endeavours to procure such disposals) by way of an Affordable Housing Disposal to an RSL and/or Shared Equity Disposals to Eligible Persons

Part 2 — Social Rented Housing

1. Not to dispose of the Affordable Housing Units which are provided as Social Rental Housing other than by way of an Affordable Housing Disposal in accordance with the provisions of this Part of this Schedule.
2. No Social Rented Housing shall be:
 - 2.1 let to or occupied by persons other than Eligible Persons; and
 - 2.2 let other than as Social Rented Housing by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time) (subject to the proviso set out in paragraph 2 of Part 1 of this Schedule)

Part 3 — Intermediate Rented Housing

1. Not to dispose of any Affordable Housing Units which are provided as Intermediate Rented Housing other than by way of an Affordable Housing Disposal in accordance with the provisions of this Part of this Schedule
2. No Intermediate Rented Housing shall be:
 - 2.1 let to or occupied by persons other than Eligible Persons; and
 - 2.2 let other than as Intermediate Rented Housing by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time) (subject to the proviso set out in paragraph 2 of Part 1 of this Schedule)

Part 4 - Shared Ownership Housing

1. Not to dispose of any Affordable Housing Unit which is provided as Shared Ownership Housing other than by way of Shared Ownership Disposal to an Eligible Person.
2. To procure that each Shared Ownership Disposal shall incorporate the following terms:
 - 2.1 a right of pre-emption in favour of the Freehold RSL; and
 - 2.2 a covenant whereby a Shared Owner who wishes to dispose of their interest in the Shared Ownership Unit (and where the Freeholder RSL does not wish to exercise the right of pre-emption referred to in paragraph 2.1 of this Part) shall be prevented from disposing of their interest in the Shared Ownership Unit other than to an Eligible Person at no more than Market Value of their Shared Ownership Interest.
3. Not to sub-let or let (other than in accordance with this Part of this Schedule) any Shared Ownership Unit.
4. Shared Owners wishing to dispose of their interest in a Shared Ownership Unit shall comply with any reasonable procedure adopted by the Council (or its nominated agent) from time to time for

arranging and administering the disposal to Eligible Persons of interests in affordable housing units such as the Shared Ownership Units.

5. In the event that a Shared Owner wishes to dispose of their interest in a Shared Ownership Unit and such unit has been actively marketed for sale for a period of twenty (20) weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the said unit within that period Provided That:

- 5.1 such unit has been offered for sale pursuant to paragraph 2.1 above and to an RSL or RSLs nominated by the Council and such RSLs have not exchanged unconditional contracts to buy such unit within such period;

- 5.2 the price at which the Shared Ownership Unit has been offered for sale to Eligible Persons is no greater than the Market Value of the Shared Ownership Interest ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner and the Freeholder RSL (**Parties**) or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final; and

- 5.3 The Shared Owner has reasonably demonstrated to the Council and the Freeholder RSL that it has acted in good faith in considering any offers for Eligible Persons

then the Shared Ownership Unit may be sold in the open market at Market Value (provided the Freeholder RSL consents to such sale) free from the affordable housing restrictions contained in this Deed Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Ownership Unit within the said twenty (20) week period the Shared Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Ownership Unit in the open market unless such potential sale is not completed within a further twenty (20) weeks.

Part 5 — Shared Equity Housing Initial Sales

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.
2. No Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.
3. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of 70% of the Market Value of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or

prohibit a Shared Equity Owner from later increasing its borrowings from any mortgagee in order to discharge and secure release from the Second Charge.

4. Each Shared Equity Disposal shall contain a restriction whereby the Shared Equity Owner who wishes to dispose of their interest in the Shared Equity Unit shall be prevented from making that disposition other than in accordance with Part 6 of this Schedule.
5. In the event that the Shared Equity Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 6.2 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Unit and in any event only after deduction of any monies owing to the mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL as the Council may determine, the Redemption Money within one week of completion of the sale of the Shared Equity Unit and provide the Council's Head of Housing and Economy (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.
6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
7. The provisions of this Part of the Third Schedule shall only apply to the initial sale of Shared Equity which means the first disposal of the Shared Equity Housing Unit.
8. In the event that a Shared Equity Unit has been actively marketed for sale for a period of six (6) months and no Eligible Person has exchanged unconditional contracts for the Shared Equity Unit within that period and no RSL has conditionally contracted to buy such units within such period then the Shared Equity Unit may be sold in the open market at Market Value free from the affordable housing restrictions and other provisions contained in this Deed Provided That within two working days of legal completion of such sale, a payment of 30% of the sale proceeds (**Commuted Sum**) is paid to the Council by the Owner to be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five (5) years of receipt Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Unit within the said six (6) month period the Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further twenty (20) weeks.
9. The payment of the Commuted Sum is conditional upon the obligation of the Council to re-pay the same if at any time after the fifth anniversary of the receipt by the Council of the Commuted Sum the First Owner and the Second Owner acting jointly or separately request then the Council will provide (subject to the Owner making the request paying the Council's reasonable and proper expenses in connection with providing the same) written confirmation as to whether the whole or any part of the Commuted Sum has been expended or committed for expenditure in accordance with paragraph 8 above AND IN THE EVENT THAT the Council fails within three (3) calendar months of such request to provide written confirmation that the whole of the Commuted Sum paid by the First Owner and the Second Owner to the Council pursuant to paragraph 8 above has been expended by the Council or committed towards the designated purposes within five (5)

years from the receipt by the Council of the Commuted Sum the Council shall repay all or part of the Commuted Sum for which that written confirmation has not been given to the person or persons who actually paid the Commuted Sum together with all interest accrued thereon

Part 6 — Shared Equity Housing Subsequent Sale

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.
2. That no Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.
3. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of 70% of the Market Value of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) provided that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowing from any mortgagee in order to discharge and secure release from the Second Charge.
4. No Shared Equity Owner shall transfer the Shared Equity Unit without first having notified the Council or its Nominated RSL (as appropriate) in writing of their intention to dispose of the Shared Equity Unit.
5. In the event that the Shared Equity Housing Unit is sold by a mortgagee or any person appointed by a mortgagee to realise the value of its security without the provisions of this Deed being binding upon it (pursuant to clause 6.2 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Unit and in any event only after deduction of all monies owing to the mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL (as appropriate), the Redemption Money within one week of completion of the sale of the Shared Equity Unit and provide the Council's Head of Housing and Public Protection (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.
6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
7. In the event that a Shared Equity Unit has been actively marketed for sale for a period of twenty (20) weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period Provided That:
 - 7.1 the price at which the Shared Equity Housing Unit has been offered for sale to Eligible Persons is no greater than its Market Value ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner, and the Nominated RSL (Parties) or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf

of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final; and

7.2 the Shared Equity Owner has reasonably demonstrated to the Council that it has acted in good faith in considering any offers from Eligible Persons; and

7.3 such unit has also been offered for sale to the Nominated RSL and any other RSL or RSLs put forward by the Council and that such RSL(s) have not exchanged unconditional contracts to buy such unit within such period

then the Shared Equity Unit may be sold in the open market at Market Value free from affordable housing restrictions or other provisions contained in this Deed Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Housing Unit within the said twenty (20) week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further twenty (20) weeks.

8. In the event that the Shared Equity Unit is sold on the open market pursuant to paragraph 7 the Shared Equity Owner shall pay the Redemption Money to the Council of the Nominated RSL (as appropriate) to redeem the Second Charge within two (2) days of legal completion Provided That such funds received by the Council or the Nominated RSL (as appropriate) shall be used for the provision of Affordable Housing within the Council's administrative area as agreed between the Council and the nominated RSL within five (5) years of receipt.
9. Following receipt by the Council or Nominated RSL of the Redemption Money in the circumstances set out in paragraphs 5, 7 or 10 hereof the owner of the Shared Equity Unit will remove the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Equity Unit at the Land Registry.
10. Nothing in this Part shall prevent or prohibit a Shared Equity Owner from paying the Redemption Money to the Council or the Nominated RSL (as appropriate) in order to discharge the Second Charge Provided That the Redemption Money received by the Council or the Nominated RSL (as appropriate) shall be applied for the provision of Affordable Housing within the administrative area of the Council as agreed between the Council and the nominated RSL within five (5) years of receipt.
11. It is acknowledged that where a Shared Equity Owner disposes of a Shared Equity Unit to an RSL pursuant to paragraph 7 above the RSL shall not be required to enter into a Second Charge and may use or dispose of such unit (as appropriate) to provide Affordable Housing in accordance with any of the methods of doing so permitted by this Deed.
12. The provisions of this Part of the Third Schedule shall only apply to the sale of Shared Equity Housing after the initial sale.

Part 7 — Definition of an "Eligible Person"

1. An Eligible Person means a Person in Housing Need identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate) who:
 - 1.1 has resided personally or who has had a Close Family Association in the Primary Community Council Area for a continuous period of one year immediately preceding the proposed Occupation of an Affordable Housing Unit; or
 - 1.2 is in permanent full - time employment at a location within the Primary Community Council Area and has been in such employment for a period of six months immediately preceding the proposed occupation of an Affordable Housing Unit; or
 - 1.3 has previously resided in the Primary Community Council Area for a continuous period of five (5) years; or
 - 1.4 has previously had a Close Family Association in the Primary Community Council Area for a continuous period of five (5) years; or
 - 1.5 has previously been in employment in the Primary Community Council Area for a continuous period of five (5) years.
2. Provided that if:
 - 2.1 no person meeting the requirements in paragraph 1 above can be identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate); and
 - 2.2 a period of not less than four (4) weeks has elapsed after an advertisement seeking a person who meets the requirements of paragraph 1 has been placed in a newspaper circulating in the Wrexham locality

then the references in paragraph 1 of this Part to the Primary Community Council Area shall be treated as if they also included references to the Secondary Community Council Areas and any person who satisfies one of the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Deed.
3. Provided Further That where no person who qualifies or who can be regarded as qualifying as an Eligible Person pursuant to paragraph 2 of this Part can be identified from the sources mentioned therein after at least one advertisement has been placed in a newspaper circulating in the locality then after a period of not less than eight (8) weeks the references in paragraph 1 of this Part to the Primary Community Council Area shall be treated as if they included reference to the Council Area and any person who satisfies the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Deed.
4. Provided Further That if no applicant qualifies under paragraph 3 above within twelve (12) weeks, then any other person who in the opinion of the RSL or the Council (as appropriate) is a Person in Housing Need shall be treated as an Eligible Person.

Part 8 - Affordable Housing Units – Initial Marketing

In the event that any Affordable Housing Unit has been actively first marketed for sale for a period of six (6) months (which for the avoidance of any doubt may be off-plan) and no RSL or Eligible Person (as appropriate) has exchanged contracts for the purchase of the relevant Affordable Housing Unit within that period then the Owner may at its discretion continue to market the relevant unit as an Affordable Housing Unit or may (at any time thereafter) sell the relevant Affordable Housing Unit in the open market at Market Value free from the affordable housing restrictions and other provisions contained in this Deed Provided That within two working days of legal completion of such sale, a payment of 30% of the sale proceeds (**Commuted Sum**) is paid to the Council by the Owner to be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five (5) years of receipt Provided Further That where an Eligible Person or RSL (as appropriate) has been identified as a potential purchaser of the Affordable Housing Unit within the said six (6) month period the Owner shall use reasonable endeavours to progress such sale and shall not dispose of the AH Unit in the open market unless such potential sale is not completed within a further twenty (20) weeks

PART 9 - Affordable Housing Mortgagee Protection

1. In respect of the Affordable Housing provided pursuant to this Deed nothing contained in this Deed shall be binding on or enforceable against any:
 - 1.1 mortgagee or chargee of a RSL or any receiver or manager (including an administrative receiver) appointed by a mortgagee or a chargee (whether pursuant to the Law of Property Act 1925 or otherwise) and any successors in title to such mortgagee, chargee, receiver or manager;
 - 1.2 person exercising a statutory right to buy or similar voluntary right, right to acquire or similar voluntary right or right to staircase out to acquire 100% of the equity of a property under the terms of a shared ownership lease based substantially on Homes England's model lease from time to time;
 - 1.3 person acquiring a unit of Affordable Housing from a RSL through the Social Homebuy scheme as funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
 - 1.4 chargee or mortgagee of any person referred to in paragraph 1.2 or 1.3 above or any receiver (including administrative receiver) appointed by such chargee or mortgagee (whether pursuant to the Law of Property Act 1925 or otherwise);
 - 1.5 purchaser from or successor in title to any parties mentioned in this 1.1 to 1.4 above.

Part 10 - Calculation of "Affordable Housing Contribution"

1. Should the number of Affordable Housing Units provided within the Development Phase result in a fraction of an Affordable Housing Unit then within 30 days of the date of first Occupation of the last Affordable Housing Unit within the Development the Affordable Housing Contribution for the Development shall be calculated by the Owner and notified in writing to the Council in accordance with the following formula:

$$D/N \times Y = \text{Affordable Housing Contribution}$$

Where

D = total value of discount for Affordable Housing Units in each Dwelling Phase

N= total number of Affordable Housing Units in each Dwelling Phase

Y = The fraction of an Affordable Housing Unit which may occur as a result of the requirement for 20% of the Dwellings on Site to be Affordable Housing

2. Within 21 days of the amount of the Affordable Housing Contribution within each Dwelling Phase being notified to the Council the Owner shall pay the Affordable Housing Contribution to the Council PROVIDED THAT it is a condition of the payment of the Affordable Housing Contribution that such funds shall be used by the Council for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within 5 years of receipt and FURTHER PROVIDED THAT any part of the Affordable Housing Contribution that remains unspent by the Council after the period of 5 years from the date of receipt shall be refunded to the person that made the payment.

Part 11- Worked Example of the Calculation in part 10

For the sake of example the following illustrates the application of the formula in part 10:

D = the total value of the discount of AH units in each phase.

So if the phase had 162 dwellings in total and the AH requirement is 20% that would equate to a requirement for 32.4 affordable houses.

D would be calculated on the basis of the discount that the 32 dwellings are sold to an RSL or to a qualifying person.

Using some illustrative values:

Affordable House Type A: Market Value = £150,000

Affordable House Type B: Market Value = £125,000

Affordable House Type C: Market Value = £135,000.

Assuming the following split – 10 x AH Type A, 10 x AH Type B, 12 x AH Type C.

If all were sold at 30% discount then:

$$30\% \times £150,000 \times 10 = £450,000$$

$$30\% \times £125,000 \times 10 = £375,000$$

$$30\% \times £135,000 \times 12 = £486,000$$

$$D = £1,311,000$$

$$N = (£1,311,00/32) \text{ so is } £40,968.75$$

$$Y = 0.4$$

So the contribution using these illustrative figures would be $£40,968.75 \times 0.4 = \mathbf{£16,387.50}$