

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

**Relating to Site at Wynnstay Technology Park South of Llangollen Road Ruabon  
Wrexham LL14 6EN**

Dated : 17<sup>th</sup> November

2021

**WREXHAM COUNTY BOROUGH COUNCIL (1)  
and  
CARTREFI GO LIMITED (2)**

Linda Roberts  
Interim Chief Officer Governance & Customer  
Guildhall  
Wrexham  
LL11 1AY  
Ref: SJ/039677

DATE

2021

PARTIES

- 63
- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
  - (2) **CARTEFI GO LIMITED** (a company incorporated in England and Wales under Company Number 11674720 of 5 King Street, Wrexham ("the 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 property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Site
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.
- (4) The Council resolved on the 8/2/2021 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

|                      |                                                                                                                                                                                                            |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Act"                | the Town and Country Planning Act 1990                                                                                                                                                                     |
| "Application"        | the application for full planning permission dated 23 <sup>rd</sup> October 2019 submitted to the Council for the Development and allocated reference number P/2019/0805                                   |
| "Affordable Housing" | means 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 |

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| "Affordable Housing Disposal"  | means a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| "Affordable Housing Units"     | the Dwellings provided as Affordable Housing being 100% of the Dwellings constructed on the Development in accordance with the Third Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Affordable Housing Provision" | the obligations upon the owner in respect of the provision of affordable housing in accordance with the Third Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Chargee"                      | means any mortgagee or chargee of the RSL or of an Affordable Housing Unit following any transfer or grant of a lease of an Affordable Housing Unit by the RSL only or a receiver or manager (including an administrative receiver) appointed by any such mortgagee or chargee pursuant to the Law of Property Act 1925 or the successors in title to such mortgagee or chargee or any receiver or manager;                                                                                                                                                                                                                                                 |
| "Chargee's Duty"               | means the tasks and duties set out Part 7 of Third Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Commencement of Development"  | the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of 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, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly. |
| "Development"                  | the development of the Site consisting as set out in the Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| "Dwelling"               | a dwelling to be constructed as part of the Development and in accordance with the Planning Permission                                                                                                                                                                                                                                                                                                                                                                                  |
| "Eligible Person"        | means a person as defined in Part 2 of the First Schedule hereto                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Equity Price"           | means 80% of the Market Value of a Shared Equity Unit                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| "First Charge"           | means a legal charge entered into between a Shared Equity Owner and a Chargee and which shall secure against a Shared Equity Unit any chargee's lending (of up to the Equity Price) together with any interest on the debt owed to any Chargee by the Shared Equity Owner at the time that any Chargee 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 Units by any Mortgagee |
| "Freeholder RSL"         | means the RSL that owns the freehold of a Shared Ownership Unit                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "Education Contribution" | means payment of contributions to primary education facilities in accordance with LPGN 27 (details of which are annexed as the Seventh Schedule to this agreement) to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule                                                                                                                                                                                                                      |
| "Index"                  | All Items Index of Retail Prices issued by the Office for National Statistics                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Interest"               | interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time..                                                                                                                                                                                                                                                                                                                                                                                         |
| "Management Provision"   | the obligations upon the owner in respect of the management of the communal areas in accordance with the Fourth Schedule                                                                                                                                                                                                                                                                                                                                                                |
| "Plan A"                 | the Plan A attached to this Deed                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| "Planning Permission"       | the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fifth Schedule.                                                                                                                                       |
| "Practical Completion"      | issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note                                                                                                                                                                                                |
| "Public Open Space"         | such areas of the Development to be dedicated as open spaces for recreational and communal purpose                                                                                                                                                                                        |
| "RSL"                       | means a registered social landlord as defined in Part 1 of the Housing Act 1996                                                                                                                                                                                                           |
| "Second Charge"             | means 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 20% of the Market Value of a Shared Equity Unit, subject always to the Second Charge ranking second in priority to any First Charge |
| "Shared Equity Disposal"    | means a disposal to an Eligible Person by a freehold transfer or by a lease for a term of not less than 125 years (or an assignment thereof) of the Shared Equity Unit                                                                                                                    |
| "Shared Equity Housing"     | means a form of affordable housing whereby the purchaser acquires a 100% equity share in an Affordable housing Unit subject to a Second Charge and with a restriction in perpetuity upon the further sale price of it                                                                     |
| "Shared Equity Owner"       | means a freeholder or a leaseholder (as appropriate) of a Shared Equity Unit                                                                                                                                                                                                              |
| "Shared Equity Unit"        | means an Affordable Housing Unit sold or available for sale as Shared Equity Housing on the Development                                                                                                                                                                                   |
| "Shared Ownership Disposal" | means a disposal by the RSL by way of:-<br>(i) lease for a term of not less than 125 years;<br>or<br>(ii) transfer or assignment of a Shared Ownership Unit                                                                                                                               |

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| "Shared Ownership Housing" | means a form of Affordable Housing which is provided by an RSL on the basis of part rent and part sale                                                                                                                                                                        |
| "Shared Ownership Unit"    | means an Affordable Housing Unit sold or available for sale as Shared Ownership Housing                                                                                                                                                                                       |
| "Social Rented Housing"    | means housing units let by a registered social landlord to and to be occupied by persons identified in accordance with the Local Lettings Policy at a rental level which complies with the rent bench marking guidance (from time to time) published by the Welsh Government; |
| "Units"                    | means the residential units comprised in the Development.                                                                                                                                                                                                                     |
| "Site"                     | the land subject to this Deed as shown edged red on the Plan A and more particularly described in the First Schedule.                                                                                                                                                         |

## **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 through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

### **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

### **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, 7.1, 13 and 14 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

### **5 THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council as set out in the Second and Third and Fourth Schedules.
- 5.2 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

### **6 THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owner as set out in the Fourth Schedule.

### **7 MISCELLANEOUS**

- 7.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1000
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Chief Officer – Planning & Regulatory, 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.
- 7.5 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.



- 7.6 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.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 7.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
  - 7.7.2 the Planning Permission shall expire prior to the Commencement of Development; or
  - 7.7.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.
- 7.8 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.10 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) after the date of this Deed.

## **8 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.

## **9 CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the 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



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**10 INDEXATION**

Any sum referred to in the Second and Third Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

**11 INTEREST**

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

**12 VAT**

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

**13 JURISDICTION**

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

**14 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.

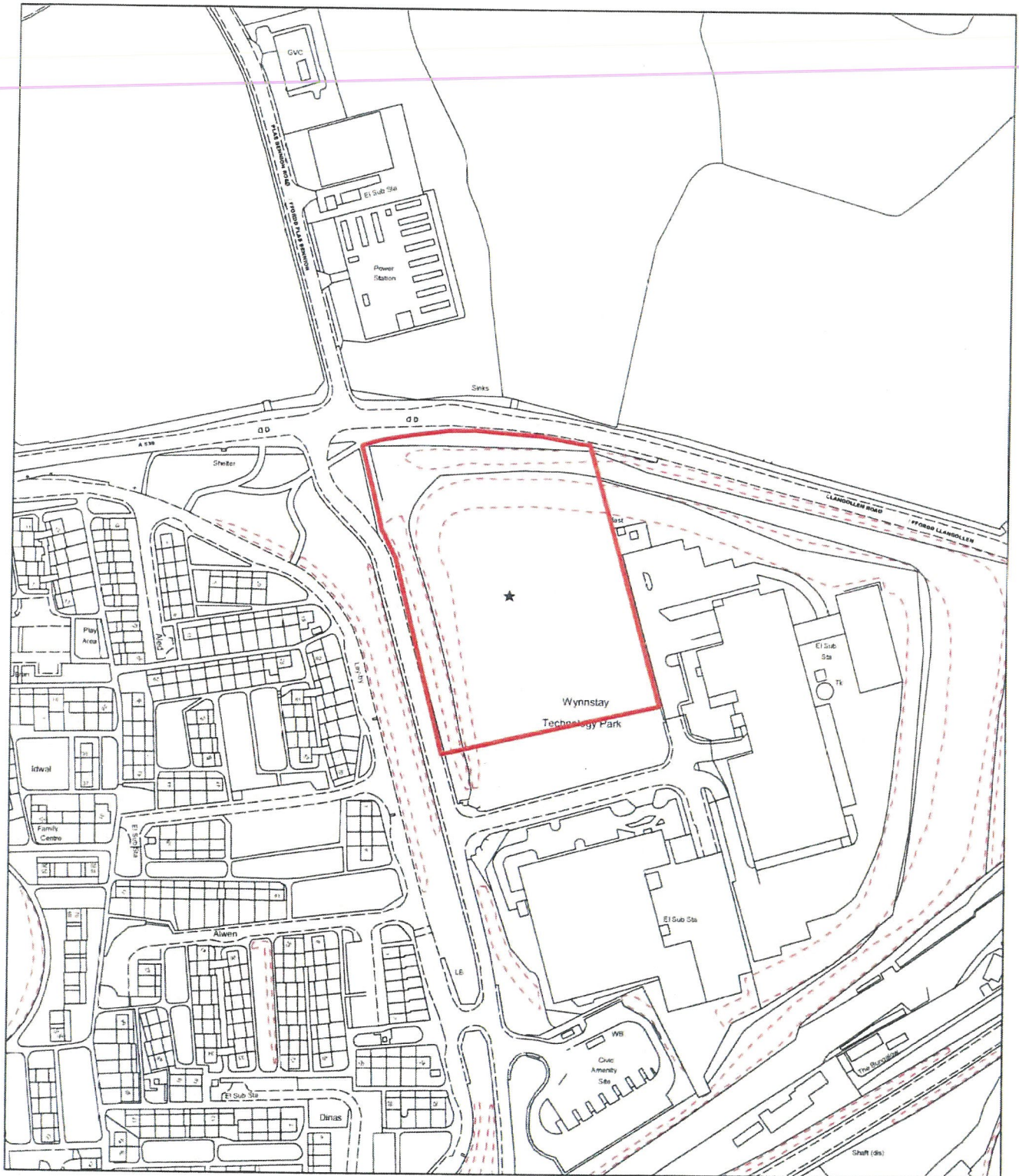
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

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**FIRST SCHEDULE**

**DESCRIPTION OF THE SITE**

Site of Wynnstay Technology Park, South of Llangollen Road, Ruabon, Wrexham, LL14 6EN  
as delineated in red on the Plan



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HEAD OF PLANNING AND REGULATORY  
PLANNING DEPARTMENT  
16 LORD STREET  
WREXHAM  
LL11 1LG

**Town and Country Planning Act 1990  
Section 106 Obligation**



**P/2019/0805  
Site at Wynnstay Technology Park  
Llangollen Road, Ruabon  
Wrexham**

8 FEBRUARY 2021  
SCALE 1:2500  
SJ2943





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## **SECOND SCHEDULE**

### **Owner's Covenants – Educational Contribution**

The Primary Educational Contribution to the Council and the monies paid shall be used by the Council to provide educational facilities within Rhosymedre CP, Acrefair School and St Mary's School Ruabon, the payments shall be made in the following manner:

Prior to commencement of the construction of the 4<sup>th</sup> Dwelling the Owner shall pay 25% of the Primary Educational Contribution

Prior to commencement of the construction of the 14<sup>th</sup> Dwelling the Owner shall pay 25% of the Primary Educational Contribution

Prior to commencement of the construction of the 24<sup>th</sup> Dwelling the Owner shall pay 25% of the Primary Educational Contribution

Prior to commencement of the construction of the 34<sup>th</sup> Dwelling the Owner shall pay 25% of the Primary Educational Contribution

### THIRD SCHEDULE

#### **Owner's Covenants – Affordable Housing Provision**

##### **Part 1 - General Obligations**

1. To design and construct the Affordable Housing Units in accordance with the Planning Permission and LPG28
2. 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 Deed (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
3. 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 Development (excluding Market Housing Units) occurring before all the obligations in this Deed have been discharged such notice to be given within 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 Development transferred
4. Prior to Commencement of Development of any dwelling phase to provide the Council's Chief Officer - Housing and Economy the following details in so far as they are known for each Affordable Housing Unit:
  - 4.1 postal address
  - 4.2 gross and net floor area
  - 4.3 anticipated practical completion date (subject to market conditions)
  - 4.4 plans indicating location, elevations and internal layout
5. Following receipt of the decision notice confirming 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 Deed 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 Deed
6. 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

7. Not to use any part of the Development on which the Affordable Housing Units are to be constructed for any purpose other than the provision of Affordable Housing in accordance with this Deed
8. 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 Discounted Sale 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 10 Working Days such request to be made on no more frequent a basis that once every sixth months
9. 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 Deed and any supplementary agreement thereto.
10. To enter a restriction on the title register of each of the Affordable Housing Units at HM Land Registry in the following terms:-

"no disposition of the Registered Estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of the **Error! Reference source not found.** Agreement dated [ ] 2021 between Wrexham County Borough Council (1) Cartefi Go Ltd (2) have been complied with or do not apply to the disposition"

## **Part 2 - Social Rented Housing**

1. Not to dispose of the Affordable Housing Units which are Social Rented Housing Units 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 Unit 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)

## **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.



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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; and
    - 2.3 let other than 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).

#### **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 Freeholder RSL
  - 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 16 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the said unit within that period, **PROVIDED THAT**
  - (a) 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 and
  - (b) 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 ('the 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

- (c) the Shared Owner has reasonably demonstrated to the Council and the Freeholder RSL that it has acted in good faith in considering any offers from 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 16 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 becomes abortive

- 6. Following the sale of a Shared Ownership Unit on the open market pursuant to paragraph 5 above, the Council consents to the Shared Owner removing the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Ownership Unit at the Land Registry

#### **Part 5 - Shared Equity 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 Housing Unit the Shared Equity Owner shall not borrow from any Mortgagee nor charge a Shared Equity Housing Unit under a First Charge for a sum in excess of 80% of the Market Value of the Shared Equity Housing 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 Housing 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 Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause Part 7 of



this Schedule), the Mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Housing 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 Housing Unit and provide the Council's Head of Housing & 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 Housing Unit
7. The provisions of this Part of Schedule 3 shall only apply to the initial sale of Shared Equity Housing 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 months and no Eligible Person has exchanged unconditional contracts for the Shared Equity Unit within that period AND no RSL has unconditionally 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 contained in the Schedule 3 of this Deed **PROVIDED THAT** within two working days of legal completion of such sale, a payment of 20% of the sale proceeds ("Commutated Sum") is paid to the Council by the Owners to be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five 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 month period the Owners 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 becomes abortive
9. If at any time after the fifth anniversary of the receipt by the Council of the Commuted Sum the Owners request then the Council will provide (subject to the Owners 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 3 calendar months of such request to provide written confirmation that the whole of the Commuted Sum paid by the Owners to the Council pursuant to paragraph 8 above has been expended by the Council or committed towards the designated purposes within 5 years from the receipt by the Council of the Commuted Sum then 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**



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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 Housing Unit the Shared Equity Owner shall not borrow from any Mortgagee nor charge a Shared Equity Housing Unit under a First Charge for a sum in excess of 80% of the Market Value of the Shared Equity Housing 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. No Shared Equity Owner shall transfer the Shared Equity Housing Unit without first having notified the Council or its Nominated RSL (as appropriate) in writing of their intention to dispose of the Shared Equity Housing Unit.
  5. In the event that the Shared Equity Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 5.8 hereof), the Mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Housing 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 appropriate), the Redemption Money within one week of completion of the sale of the Shared Equity Housing 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 Housing Unit.
  7. In the event that a Shared Equity Housing Unit has been actively marketed for sale for a period of 16 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period, **PROVIDED THAT**
    - (a) 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 ('the 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

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- (b) 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
  - (c) 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 Housing Unit may be sold in the open market at Market Value 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 Equity Housing Unit within the said 16 week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Housing Unit in the open market unless such potential sale becomes abortive
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- 8. In the event that the Shared Equity Housing Unit is sold on the open market pursuant to paragraph 7 the Shared Equity Owner shall pay the Redemption Money to the Council or the Nominated RSL (as appropriate) to redeem the Second Charge within two 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 Wrexham County Borough Council administrative area as agreed between the Council and the nominated RSL within five 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 Council consents to the owner of the Shared Equity Housing Unit removing the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Equity Housing 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 Wrexham County Borough Council as agreed between the Council and the nominated RSL within five years of receipt
  - 11. It is acknowledged that where a Shared Equity Owner disposes of a Shared Equity Housing 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 shall only apply to the sale of Shared Equity Housing after the initial sale



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## **Part 7 - Definition of an "Eligible Person"**

1. An Eligible Person means a Person in Housing Need identified from the Low Cost Home 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 Cefn Mawr 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 Cefn Mawr 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 Cefn Mawr Community Council Area for a continuous period of five years; or

1.4 has previously had a Close Family Association in the Cefn Mawr Community Council Area for a continuous period of five years; or

1.5 has previously been in employment in the Cefn Mawr Community Council Area for a continuous period of five years

2. Provided That if:

2.1 no person meeting the requirements in paragraph 1 above can be identified from the Low Cost Home Ownership Register or the Council's housing waiting list (as appropriate); and

2.2 a period of not less than four 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 Cefn Mawr Community Council Area shall be treated as if they included references to the Ruabon Pen Y Cae & Chirk 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

2.3 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 weeks the references in paragraph 1 of this Part to the Cefn Mawr Community Council Area shall be treated as if they included reference to the Wrexham County Borough 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

3. Provided Further That if no applicant qualifies under paragraph 2.3 above within 12 weeks, then any other person who in the opinion of the RSL or Council (as appropriate) is a Person In Housing Need shall be treated as an Eligible Person, PROVIDED THAT the obligations in this Schedule 3 shall not be binding on any



Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty

#### **4.1 Chargee's Duty**

4.1.1.1 The Chargee prior to seeking to dispose of any Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge shall give not less than 3 months prior notice in writing to the Council of its intention to dispose and.

- (a) in the event that the Council responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;
- (b) if the Council does not serve its response to the Notice within 2 month of the receipt of the Notice then provided that the Chargee shall have complied with its obligations under this clause 4.1 the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) as Market Housing Units free of all of the obligations set out in this Agreement;
- (c) if the Council cannot within 2 month of the date of service of its response under clause 4.1.1(a) secure such transfer then provided that the Chargee shall have complied with its obligations under this clause 4.1 the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) on the open market free of all of the obligations set out in this Agreement;

PROVIDED THAT at all times the rights and obligations in this clause 4.1 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

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#### **FOURTH SCHEDULE**

##### **Owner Covenants - Management Company Provisions**

The Owner agrees with the Council not to allow the occupation of any Dwelling until the proposed Management Plan and Management Entity Details have been submitted to and approved in writing by the Council

The Owner agreed to procure that the management and maintenance of the Public Open Space are transferred to and subsequently managed and maintained by the Management Entity in accordance with the approved Management Plan.

The Owner agrees not to use the Public Open Space for any purpose whatsoever other than in accordance with the Planning Permission

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#### **FIFTH SCHEDULE**

##### **Council's Covenants - Discharge of obligations**

The Council covenants with the Owner to use the Educational Contribution from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid



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**SIXTH SCHEDULE**

**Draft Planning Permission**

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



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| <b>Applicant</b> | MR D GRATTON CARTREFFI GO LTD                                                                  | <b>Code Number</b>   | RUA P/2019/0805 |
| <b>Agent</b>     | SEAN CADDICK ARCHITECTURAL<br>MR SEAN CADDICK<br>13<br>BELVIDERE WALK<br>SHREWSBURY<br>SY2 5LT | <b>Date Received</b> | 23/10/2019      |
|                  |                                                                                                | <b>Decision Date</b> |                 |

### Town and Country Planning Act, 1990

#### Location of application

SITE OF WYNNSTAY TECHNOLOGY PARK SOUTH OF LLANGOLLEN ROAD, RUABON, WREXHAM, LL14 6EN

#### Description of application

ERECTION OF 43 AFFORDABLE DWELLINGS WITH ASSOCIATED PARKING

In reaching this decision the Council has had regard to the relevant policies in the Wrexham Unitary Development Plan which are as follows:-

| Revision | Date | Description of Decision    |
|----------|------|----------------------------|
| 0        |      | Planning permission issued |

**Particulars of decision that permission be GRANTED**  
**Subject to the following:-**

#### Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered:  
18/1786/03 Rev F  
18/1786/05 Rev A  
18/1786/06 Rev A  
18/1786/07 Rev A  
18/1786/08 Rev C  
18/1786/09 Rev A  
18/1786/10 Rev A  
and as contained within the application documentation.

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3. Prior to their use on the development samples of all external roofing and facing materials, including windows and doors, shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in strict accordance with such details as are approved.

4. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating provision for foul water, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of Sustainable urban Drainage Systems (SuDS) in accordance with the principles of sustainable drainage systems set out in Technical Advice Note 15: Development and Flood Risk, and the results of the assessment shall be submitted in writing to the Local Planning Authority. Where a SuDS scheme is to be implemented, the submitted details shall:

- i) Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of receiving ground water and/or surface waters;
- ii) Specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation; and,
- iii) Provide a timescale for implementation, management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

5. No part of the development shall commence until the sustainable drainage scheme for the site has been commenced in accordance with condition no. 4, and the development shall not thereafter be occupied until the drainage scheme has been completed in all respects. The sustainable drainage scheme shall be managed and maintained thereafter in strict accordance with the agreed management and maintenance plan.

6. No part of the development shall commence until details of the improvement works to the existing culverted watercourse that crosses the site have been submitted to and approved by the Local Planning Authority. The works shall be carried out in strict accordance with the details as are approved prior to first use / occupation of the development.



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7. No development shall take place until a phased site investigation of the nature and extent of contamination has been carried out and submitted to and approved in writing by the Local Planning Authority. If any contamination is found during the site investigation, no part of the development shall commence until a scheme specifying the measures that will be taken to remediate the site to render it suitable for the development hereby permitted has been submitted to and approved in writing by the Local Planning Authority. The site shall thereafter be remediated in accordance with the approved scheme. If during the course of development any contamination is found that has not been identified in the site investigation, no further development shall take place on those parts of the site where that contamination has been found until an additional scheme of remediation has been submitted to and approved in writing by the Local Planning Authority for those parts of the site. The relevant parts of the site shall thereafter be remediated in accordance with the additional scheme of remediation.
8. Each part of the site subject to the remediation under the scheme(s) approved as part of condition 7 shall not be occupied / used until a Validation Report has been completed in respect of that part of the site and submitted to and approved in writing by the Local Planning Authority.
9. No part of the development shall commence until an appropriate Dust Management Scheme has been submitted to and approved in writing by the Local Planning Authority. The dust mitigation measures as are approved shall be fully implemented for the entire duration of the construction phase.
10. No part of the development shall commence until a noise survey in order to determine noise levels for both day and night has been carried out, and a detailed report of the survey findings together with a detailed scheme of noise attenuation and/or noise insulation measures has been submitted to and approved in writing by the Local Planning Authority. The measures as are approved shall be fully implemented prior to the first occupation / use of the development.
11. All works in relation to the implementation of this permission, including deliveries to and / or leaving the site, shall be undertaken only between the hours of 7.30 and 18.00 Monday to Friday, and 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday unless the prior written approval of the Local Planning Authority has been obtained.

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12. The hibernaculum, invertebrate bricks and bug houses as described within sections 5.1 and 5.3 of the Phase 2 Survey dated 03/07/2020 and referenced 2298 2007R, submitted and approved as part of this application, shall be fully implemented prior to occupation of the dwellings hereby approved.

13. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification), no further development shall take place under Classes A, B, C, D, E, F, G and H of Schedule 2 Part 1, and Classes A, B and C of Schedule 2 Part 2, other than the development hereby granted permission.

14. The boundary treatments as shown on approved plan ref: 18/1786/03 Rev F shall be completed in all respects prior to first use / occupation of the development and shall thereafter be permanently retained and only replaced on a like for like basis. No other gate, fence, wall or other means of enclosure shall be erected on any part of the site.

15. With the exception of those shown on the approved plan and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification) no windows or other openings shall be inserted in any elevation of the buildings.

16. Prior to first use of the development hereby approved the vehicular access to the site shall provide visibility splays of 2.4 metres x 43 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction above the level of the adjoining carriageway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.

17. Prior to first use of the development hereby approved the vehicular internal estate access shall provide visibility splays of 2.4 metres x 25 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction above the level of the adjoining carriageway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.

18. The vehicular parking and turning areas as shown on approved drawing no. 18/1786/03 Rev F shall be fully laid out, surfaced and drained prior to first use of the development. These areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of motor vehicles at all times.



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19. Prior to first use of the development the site shall be laid out in strict accordance with layout plan no. 18/1786/03 Rev F.
20. No part of the development shall be occupied / first used until the new footways and carriageways have been constructed in strict accordance with Highway Authority adoptable standards.
21. No part of the development shall commence until a detailed Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with the Method Statement as is approved. The Method Statement shall include the following:
- a) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
  - b) A Tree Protection Plan showing the location of the trees to be removed and retained with their crown spreads, Root Protection Areas, Construction Exclusion Zones, and location of protective fencing and ground protection measures accurately plotted;
  - c) A full specification for any access, driveway, path, underground services or wall foundations within retained tree Root Protection Areas or Construction Exclusion Zone, including any related sections and method for avoiding damage to retained trees;
  - d) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
  - e) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
  - f) Method for protecting retained trees during demolition works;
  - g) Details of all proposed tree works, including felling and pruning.
22. No part of the development shall commence until full details for the arboricultural supervision of tree protection measures and any ground works within retained tree(s) Root Protection Areas, as specified by BS5837:2012 or as shown on a Tree Protection Plan have been submitted to and approved in writing by the Local Planning Authority. The supervisory works shall be carried out in strict accordance with the details as approved.
23. Within three months of commencement of development, full details of a hard and soft landscaping scheme including below-ground tree planting pit specifications in accordance with BS8545:2014 section F.1.3, together with a five year Maintenance Plan and timescales for implementation of works shall be submitted to and approved in writing by the Local Planning Authority.



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24. The landscaping scheme submitted and approved in connection with condition no. 23 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.

25. The planting scheme implemented in connection with condition no. 24 shall be permanently retained. Any planting which becomes severely damaged or seriously diseased, or is in poor physiological condition and/or are removed without the written permission of the Local Planning Authority shall be replaced within the next available planting season by trees or shrubs of similar size and species to those originally required to be planted.

26. No part of the development shall commence until the site has been inspected by a competent ecologist for signs of occupation by badgers. The results of this survey should be submitted to and approved in writing by the Local Planning Authority. The development shall commence no later than within one month of the approval of these survey results.

27. No part of the development shall commence until details of the role and responsibilities of, and operations to be overseen by, an appropriately competent person (e.g. an ecological clerk of works) have been submitted to and approved in writing by the Local Planning Authority. The appointed competent person shall undertake all roles and responsibilities, and oversee all operations, in strict accordance with these details as are approved.

28. Prior to first use of the development, an external lighting scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall:

a) identify those areas and features on site that are particularly sensitive for wildlife and that are likely to cause disturbance in or around their foraging or commuting routes; and

b) indicate where external lighting will be installed and the type of lighting to be used.

The scheme as is approved shall be fully implemented in strict accordance with the details as are approved and no other external lighting shall be installed on any part of the site.

29. Prior to occupation of any part of the development, a scheme of bat and bird boxes shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be fully implemented in strict accordance with the details as are approved prior to occupation of the buildings.

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30. The existing trees, shrubs and hedges shown on drawing no. 18/1786/03 Rev F to be permanently retained shall not be cut down, grubbed out, lopped or uprooted. Any trees, shrubs or hedges removed or being severely damaged or becoming diseased shall be replaced with trees, shrubs or hedging plants of the equivalent size and species.

31. No equipment, machinery, plant or materials of any kind in connection with the development shall be brought onto the site until tree protection fencing and ground protection measures have been implemented in strict accordance with details which have been submitted to and approved in writing by the Local Planning Authority. The details should include specification and location for the fencing. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavations be made.

32. The tree protection fencing and ground protection measures approved in connection with condition no. 31 shall be kept in place until all external site works have been completed and the removal of the fencing has been approved in writing by the Local Planning Authority.

33. No part of the development shall commence until a scheme for the long term management, maintenance and responsibility for the proposed butterfly mitigation areas, as shown approved plan no. 18/1786/03 Rev F shall be submitted to and approved in writing by the Local Planning Authority. The management plan as is approved shall be fully implemented in accordance with the details for the life of the development.

#### Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To comply with section 71ZA (2) of the Town and Country Planning Act 1990.
3. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
4. To ensure satisfactory drainage of the site and to avoid flooding in accordance with Policies GDP1 and EC13 of the Wrexham Unitary Development Plan.
5. To ensure satisfactory drainage of the site and to avoid flooding in accordance with Policies GDP1 and EC13 of the Wrexham Unitary Development Plan.



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6. To ensure satisfactory drainage of the site and to avoid flooding in accordance with Policies GDP1 and EC13 of the Wrexham Unitary Development Plan.
7. In the interests of the amenities of the future occupants of the buildings in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
8. In the interests of the amenities of the future occupants of the buildings in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
9. To protect the amenities of the occupiers of nearby properties in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
10. To protect the amenities of the occupiers of nearby properties in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
11. To protect the amenities of the occupiers of nearby properties in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
12. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted in accordance with Policies GDP1 and EC6 of the Wrexham Unitary Development Plan.
13. Due to the restricted application site and its relationship with adjoining properties it is considered important to ensure that no additional development as described in the condition is carried out without the permission of the Local Planning Authority in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
14. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
15. To protect the amenities of the occupiers of nearby properties in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
16. To ensure that adequate visibility is provided at the proposed point of access to the highway in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
17. To ensure that adequate visibility is provided at the proposed point of access to the highway in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
18. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety in accordance with Policies GDP1 and T8 of the Wrexham Unitary Development Plan.
19. In the interests of highway safety in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.



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20. In the interests of highway safety in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
21. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s) in accordance with Policies GDP1, PS2 and EC4 of the Wrexham Unitary Development Plan.
22. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s) in accordance with Policies GDP1, PS2 and EC4 of the Wrexham Unitary Development Plan.
23. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
24. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
25. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
26. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted in accordance with Policies GDP1 and EC6 of the Wrexham Unitary Development Plan.
27. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted in accordance with Policies GDP1 and EC6 of the Wrexham Unitary Development Plan.
28. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted in accordance with Policies GDP1 and EC6 of the Wrexham Unitary Development Plan.
29. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted in accordance with Policies GDP1 and EC6 of the Wrexham Unitary Development Plan.
30. To ensure the amenity afforded by the trees is continued into the future in accordance with Policies GDP1, PS2 and EC4 of the Wrexham Unitary Development Plan.
31. To ensure that the retained trees are adequately protected during development in the interests of amenity in accordance with Policies GDP1 and EC4 of the Wrexham Unitary Development Plan.

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32. To ensure that the retained trees are adequately protected during development in the interests of amenity in accordance with Policies GDP1 and EC4 of the Wrexham Unitary Development Plan.

33. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted in accordance with Policies GDP1 and EC6 of the Wrexham Unitary Development Plan.

#### Note(s) to applicant

The applicant may need to apply to Dwr Cymru / Welsh Water for any connection to the public sewer under S106 of the Water industry Act 1991. If the connection to the public sewer network is either via a lateral drain (i.e. a drain which extends beyond the connecting property boundary) or via a new sewer (i.e. serves more than one property), it is now a mandatory requirement to first enter into a Section 104 Adoption Agreement (Water Industry Act 1991). The design of the sewers and lateral drains must also conform to the Welsh Ministers Standards for Gravity Foul Sewers and Lateral Drains, and conform with the publication ""Sewers for Adoption""- 7th Edition. Further information can be obtained via the Developer Services pages of [www.dwrcymru.com](http://www.dwrcymru.com)

The applicant is also advised that some public sewers and lateral drains may not be recorded on our maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water to establish the location and status of the apparatus. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

Further advice on compliance with condition nos. 7 and 8 may be obtained by contacting the Council's Environmental Protection Team on 01978 298989 or [contaminatedland@wrexham.gov.uk](mailto:contaminatedland@wrexham.gov.uk)



|                  |                                                                                                   |                      |                 |
|------------------|---------------------------------------------------------------------------------------------------|----------------------|-----------------|
| <b>Applicant</b> | MR D GRATTON<br>CARTREFI GO LTD                                                                   | <b>Code Number</b>   | RUA P/2019/0805 |
| <b>Agent</b>     | SEAN CADDICK<br>ARCHITECTURAL<br>MR SEAN CADDICK<br>13<br>BELVIDERE WALK<br>SHREWSBURY<br>SY2 5LT | <b>Date Received</b> | 23/10/2019      |
|                  |                                                                                                   | <b>Decision Date</b> |                 |

Should the investigation identify contamination issues that may affect receptors other than the site users e.g. groundwater, then it is recommended that these works are also addressed in consultation with the Housing and Public Protection Department prior to commencement of works on site. Applicants are advised that compliance with condition no. 9 does not provide an exemption from the statutory nuisance provisions of the Environmental Protection Act 1990. Under the Act dust from any type of activity can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that the dust nuisance is abated and failure to comply with the requirements of the notice can result in prosecution. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.

The development site is in close proximity to several industrial and commercial noise sources and the developer is therefore required to carry out a noise survey in connection with condition no. 10 in order to determine noise levels for both day (0700 - 2300 hours) and night (2300 - 0700 hours) having regard to Planning Guidance (Wales), Technical Advice Note (TAN) 11 - Noise. The report of the noise survey findings shall include:

- a) Noise levels arising from day/night time activities in the vicinity of the proposed development site and the impact upon the proposed accommodation, and
- b) A detailed scheme of noise insulation and / or attenuation measures so designed to safeguard the amenity of the future occupants of the proposed accommodation hereby approved.

The applicant is advised that compliance with condition no. 11 does not provide an exemption from the statutory noise nuisance provisions of the Environmental Protection Act 1990. Any complaints received relating to noise from the development during the permitted hours may still be investigated using the Council's Standardised Procedure for Dealing with Noise Nuisance Complaints and legal action may be taken where appropriate. The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60, Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution. For further information and advice regarding construction noise please contact the Council's Housing and Public Protection Department on 01978 315300.



|                  |                                                                                                   |                      |                 |
|------------------|---------------------------------------------------------------------------------------------------|----------------------|-----------------|
| <b>Applicant</b> | MR D GRATTON<br>CARTREFI GO LTD                                                                   | <b>Code Number</b>   | RUA P/2019/0805 |
| <b>Agent</b>     | SEAN CADDICK<br>ARCHITECTURAL<br>MR SEAN CADDICK<br>13<br>BELVIDERE WALK<br>SHREWSBURY<br>SY2 5LT | <b>Date Received</b> | 23/10/2019      |
|                  |                                                                                                   | <b>Decision Date</b> |                 |

All works relating to this development which are audible beyond the site boundary should be carried out only between 7.30 and 18.00 hrs Monday to Friday, and 08.00 to 14.00 hrs on a Saturday, and at no time on a Sunday or a Bank Holiday. Outside these times, any works which are audible beyond the site boundary have the potential to cause unreasonable disturbance to neighbouring premises. The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60, Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution. The applicant should adhere to the times given above wherever possible. For further information and advice regarding construction noise please contact the Council's Housing and Public Protection Department on 01978 315300.

The written consent of the Highway Authority (as required by section 38 of the Highways Act 1980) must be obtained before any work is carried out on private land that is intended for adoption by the Highway Authority in connection with condition no. 20. All works shall be constructed to a safe and usable condition and completed to an adoptable standard. Further guidance can be obtained from the Highway Authority of Wrexham County Borough Council.

This planning permission requires that development be carried out in accordance with the approved plans, including the construction of an estate road intended for adoption by the Council under the Highways Act 1980. It is essential therefore that the detailed proposals are submitted to the Highway Authority and confirmed as acceptable BEFORE development commences. Please contact the Highway Authority on telephone no. 01978 729690 for further guidance.



**Officer Appointed for this purpose**  
**Chief Officer Planning & Regulatory**

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-

[http://www.wrexham.gov.uk/english/planning\\_portal/publications/info\\_sheets.htm](http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm)

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**SEVENTH SCHEDULE**

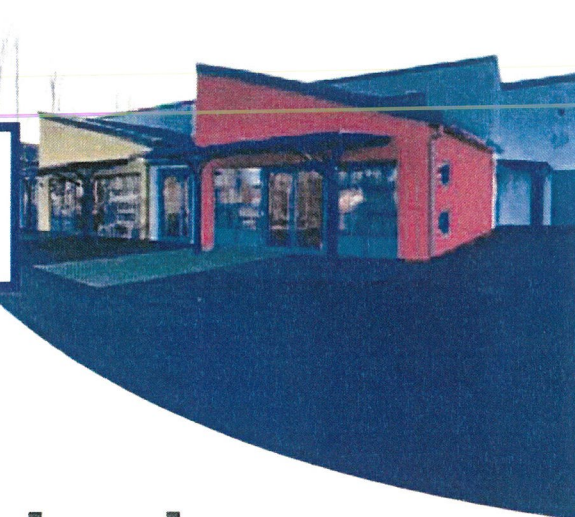
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## local planning guidance

This is one of a series of guidance notes providing information to help you understand our procedures and improve design standards.



# 27. Developer Contributions to Schools

This is one of a series of local planning guidance notes designed to amplify policy GDP2 in the Wrexham Unitary Development Plan (UDP) and identifies the circumstances and locations in which developer contributions to the provision of education facilities, such as additional classrooms, will be necessary. The (UDP) was initially adopted by the Council in February 2005. This updated version was subject to consultation between 16 July and 13 August 2018 and 1 October and 26 October 2018 and was adopted by the Executive Board on 11 December 2018. This guidance note is a material consideration in the determination of all relevant planning policies.

## Education Planning in Wrexham

For education planning purposes links between certain primary schools and secondary schools in groups throughout the County Borough are maintained. The Council's School Admissions Policy grants parental preference, unless to do so would prejudice the efficient and effective use of its resources. Over 98% of pupils are allocated places in accordance with their parents' first preference.

## Background to this Guidance Note

Local authorities find themselves under increasing financial pressure to meet the educational needs arising from residential development. Cumulatively, even relatively small developments can have a significant financial impact on the provision of school places. Welsh

Office Circular 13/97 'Planning Obligations' makes provision for developer contributions to offset the negative consequences of development provided there is guidance on this in the local development plan. The Wrexham UDP provides this guidance through Policy GDP2 on Capacity of Infrastructure & Community Facilities.





## The rest of this note sets out further information on how this Policy will be applied.

### Criteria

Any developer contribution will be based on the following considerations:

- It will only apply to proposed developments of four or more residential units, whether by new build, conversion or changes of use. Developments should not be deliberately sub-divided or phased in an attempt to avoid this threshold. Where the development has been split or phased, the resulting cumulative number of dwellings will be used to calculate the financial contribution.
- It will only apply to schools deemed to have a shortage of places taking into account other residential developments within the area and after addition of the extra pupils likely to be generated by the proposed development.
- The number, type and size of the proposed residential units. No contributions will be sought for apartments or dwellings that have only 1 bedroom. More detail is given in Table 1.
- The likely ratio of pupils per housing unit applicable to the appropriate school or schools at both primary and secondary level.
- The location of the development and likely impact on existing schools. This will be assessed using the same criteria as the Council's Schools Admissions Policy in relation to proximity.

If the potential pupils generated by the proposed development cannot be accommodated within existing schools then a commuted payment will be calculated by multiplying the additional places required by the pupil cost figure (see Table 1) to produce the commuted sum to be included in the planning obligation. Contributions by way of a release of land for a new school or direct construction may be considered as an alternative to payment of a commuted sum at the Council's discretion.

### Timing of contributions

Any built educational provision will need to be completed to reflect the planned occupation of the homes. For larger developments phased payment will be considered to fit construction and occupation programmes.

### Cost guidelines

The following guidelines are designed to give prospective developers an idea of the possible implications of their proposals:

- A development of 100 x 3 bedroom houses produces around 23 primary age pupils and around 20 secondary age pupils.
- For developments that generate 100 pupils and above consideration will be given to a new school on a new site dependent on location and future growth potential of the area and the applicant will be expected to contribute in proportion to the number of school places the development generates.
- The Council will specify the nature of the works or the area which the contribution will finance, which may include a completely new school.
- Where a contribution is required, a draft Section 106 Agreement should accompany the planning application. Wrexham County Borough Council's Section 106 templates are available on request from the Planning Department.





**TABLE 1: Cost Guidelines**

| School Type             | No. of pupils generated per dwelling |      | Building Cost Multiplier £ | Contribution £ |
|-------------------------|--------------------------------------|------|----------------------------|----------------|
| Primary 4 - 11 years    | Apartments with 2 or more bedrooms   | 0.07 | 12257                      | 858            |
|                         | 2 bedrooms                           | 0.12 |                            | 1471           |
|                         | 3 bedrooms                           | 0.23 |                            | 2819           |
|                         | 4+ bedrooms                          | 0.31 |                            | 3800           |
| Secondary 11 - 16 years | Apartments with 2 or more bedrooms   | 0.04 | 18469                      | 739            |
|                         | 2 bedrooms                           | 0.07 |                            | 1293           |
|                         | 3 bedrooms                           | 0.2  |                            | 3694           |
|                         | 4+ bedrooms                          | 0.31 |                            | 5725           |
| Post 16                 | Apartments with 2 or more bedrooms   | 0.02 | 12000                      | 240            |
|                         | All dwellings                        | 0.06 |                            | 720            |

## Notes

- The number of pupils generated per dwelling figures set out in the Table 1 are derived from 2011 Census statistics.
- Building cost multipliers are based on Department for Education guidelines, pupil allocations and average building cost assessment.

| <b>TABLE 2: Worked Example</b> |                    |                    |                |
|--------------------------------|--------------------|--------------------|----------------|
| Number of dwellings            | Primary            | Secondary          | Total          |
| 10 x 2+ bedroom apartments     | 10 x 858 = £8580   | 10 x 739 = £7390   | £15970         |
| 10 x 2 bedroom houses          | 10 x 1471 = £14710 | 10 x 1293 = £12930 | £27640         |
| 10 x 3 bedroom houses          | 10 x 2819 = £28190 | 10 x 3694 = £36940 | £65130         |
| 10 x 4 bedroom houses          | 10 x 3800 = £38000 | 10 x 5725 = £57250 | £95250         |
| <b>Total</b>                   | <b>£89480</b>      | <b>£114510</b>     | <b>£203990</b> |

## contact

Environment and Planning  
16 Lord Street Wrexham. LL11 1LG

E-mail: [planning@wrexham.gov.uk](mailto:planning@wrexham.gov.uk)

website: [www.wrexham.gov.uk/planning](http://www.wrexham.gov.uk/planning)

Adopted March 2004, Revised November 2010  
Updated December 2018

available in other formats on request

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**CERTIFICATE**

[ ] of [ ] as solicitor for the Owner (as defined in the within written Deed) hereby certifies that Paragraph (2) of the Introduction to this Deed is correct.

**Signed**

**Dated**

**2021**



EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:-



Interim Chief Officer — Governance & Customer  
Head of Service, Legal Democratic & Registration



237/21

EXECUTED as a Deed by )

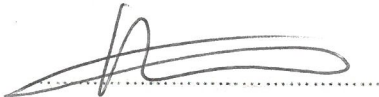
**CARTEFI GO LIMITED** )

acting by a )

Director and its Secretary or two Directors:- )



Director



Director/Secretary