

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

relating to Land off Westminster Industrial Estate,
Mold Road, Gwersyllt, Wrexham

Dated : 10th March 2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

WHITLEY BROTHERS LIMITED (2)

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DATED

10th March

2016

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL1 1AY ("the Council"); and
- (2) **WHITLEY BROTHERS LIMITED** (Company registration number 573278) of 25 Grosvenor Road Wrexham LL11 1DG ("the Owner"); and

RECITAL

- (A) The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area in which the Site is situated
- (B) The Owner is the owner of the freehold interest in the Site registered at the Land Registry under Title Number CYM517237
- (C) The Council has resolved to grant the Planning Permission subject to this Deed being entered into prior to the granting of the Planning Permission to secure the provision of (inter alia) public open space and the provision of Affordable Housing without which the Planning Permission would not be granted
- (D) The parties have agreed to enter into this Deed in order to secure the objectives referred to in (C) above

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

In this document unless the contrary intention appears the following terms shall have the following meanings:

Act	the Town and Country Planning Act 1990
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
Affordable Housing Disposal	a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL
Affordable Housing Unit(s)	the Dwellings provided as Affordable Housing as part of the Development in accordance with Schedule 3

Close Family Connection	members of family as described in Section 113 of the Housing Act 1985
Commencement of Development	the carrying out on the Site of any Material Operation
Commencement of Development of a Dwelling Phase	the carrying out of a material operation within a Dwelling Phase notwithstanding that the Planning Permission may have been implemented
Contributions	means the Education Contribution, Public Open Space Contribution, Travel Plan Monitoring Contribution and Traffic Regulation Order Consultation and Implementation Contribution and "Contribution" shall be construed accordingly
Development	the development of the Site in accordance with the Planning Permission
Discounted Sale Disposal	a disposal by the Owners by way of: (a) for a term of not less than 125 years; or (b) transfer of a Discounted Sale Unit
Discounted Sale Housing	a form of Affordable Housing where the purchaser acquires a 100% equity share in a Discounted Sale Unit with a restriction in perpetuity upon the future sale price of it at 70% of Market Value
Discounted Sale Owner	a leaseholder or freeholder of a Discounted Sale Unit
Discounted Sale Unit	an Affordable Housing Unit sold or available for sale as Discounted Sale Housing
Dwelling	any residential unit (including a house flat or maisonette) constructed on the Site pursuant to the Planning Permission which shall include for the avoidance of doubt Market Housing Units and Affordable Housing Units

Dwelling Phase	any Phase of the Development that comprises a Dwelling
Educational Contribution	such sums being the total of the Primary Education Contribution and Secondary Education Contribution indexed in accordance with the provisions of this Deed to be paid by the Owners to the Council in accordance with the provisions of Schedule 5
Eligible Person	a person as defined in Part 7 of Schedule 3 hereto
Equity Price	70% of the Market Value of a Shared Equity Unit
First Charge	a legal charge entered into between a 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
Freeholder RSL	the RSL that owns the freehold of a Shared Ownership Unit
Implementation Notice	the notice to be served in writing by the Owner upon the Council when Commencement of Development has occurred
Index	the All Items Index of Retail Prices issued by the Office for National Statistics or any successor organisation
Interest	interest at 4% (four per cent) above the base lending rate of the Bank of England 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

arms length) or the maximum amount of Local Housing Allowance which would be payable for such a unit

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

Management Entity

such body or bodies that is nominated or established by the Owner for the long term maintenance and management of the Public Open Space in accordance with Schedule 2

Management Entity Details

the 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 Management Plan

Management Plan

the management plan to be submitted to the Council for approval in respect of the management and maintenance of the Public Open Space by the Management Entity which shall include details as to the timing and terms on which the Public Open Space shall be transferred to the Management Entity

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 the 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 Act to implement the Planning Permission **PROVIDED THAT** any works of or associated with demolition site clearance

remediation works environmental or archaeological investigations site and soil surveys and any works necessary and related thereto including the erection of a contractors work compound and site office erection of temporary fencing to site boundaries and the laying out of services shall for the purposes of this Deed and for no other purpose be deemed not to be material operations

Nominated RSL

an RSL that holds a Second Charge

Occupation

use of a Dwelling for residential use 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

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 being an area of the Site for which an application is made to the Council for a Reserved Matters Approval pursuant to the Planning Permission

Phased Educational Contribution

Educational

the proportion of the Education Contribution to be paid in respect of each Dwelling Phase in accordance with the provisions of Schedule 5

Plan

the Plan attached to this Deed

Planning Application

the application for Planning Permission for the Development of the Site submitted to the Council and given reference number P/2014/0931

Planning Permission

means the grant of planning permission substantially in the form of the draft annexed to this Deed as Appendix 1 issued by the Council pursuant to the Planning Application and any Reserved Matters Approval

Primary Education Contribution

such sums to be utilised in accordance with Schedule 5 to benefit primary sector education

	in the Bryn Alyn community catchment area
Public Open Space	such areas of the Site to be dedicated as open spaces for recreational purposes
Off Site Public Open Space Contribution	means the sum of £1,000.00 per Dwelling utilised in accordance with the provisions of Part II of Schedule 2 for the benefit of improvement works at Alyn Waters Country Park
Redemption Money	the sum required to discharge the Second Charge
Reserved Matters Approval	the grant of any application for reserved matters approval required pursuant to the Planning Permission
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 20% of the Market Value of a Shared Equity Unit, subject always to the Second Charge ranking second in priority to any First Charge
Secondary Education Contribution	such sums to be utilised in accordance with Schedule 5 as to benefit development of Welsh medium secondary sector education in the Bryn Alyn community catchment area
Shared Equity Disposal	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 a Shared Equity Unit
Shared Equity Housing	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 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 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
Site	the land subject to this Deed as shown edged red on Plan A and more particularly described in Schedule 1
Social Rented Housing	Affordable Housing Units let by an RSL to and 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
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
Travel Plan	means a plan to deliver monitoring of vehicles and traffic impact in the vicinity of the Site
Travel Plan Implementation & Monitoring Contribution	such sums indexed in accordance with this deed to be paid by the Owners to the Council

in accordance with the provisions of Schedule 4 to be utilised for the implementation of the Travel Plan and continued monitoring thereafter

Traffic Regulation Order

means such an order, temporary or permanent in nature, made for the site in accordance with the provisions of the Road Traffic Regulation Act 1984

**Traffic Regulation Order
Consultation and
Implementation Contribution**

means such sums indexed in accordance with this deed to be paid by the Owners to the Council in accordance with the provisions of Schedule 6

Working Days

any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

2. CONSTRUCTION OF THE 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,

By Whitley



Town & Country Planning Act 1990

Section 106 Obligation

 P/2014/0931
Site of Westminster Industrial Estate
Off Mold Road, Gwersyllt
Wrexham



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 the successors to its respective statutory functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 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

- 3.3 This agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council

4. CONDITIONALITY

This Deed is conditional upon:

- 4.1 the grant of Planning Permission; and

- 4.2 the Commencement of Development;

save for the provisions of clauses 5.2 7.1 13 and 14

5. THE OWNER'S COVENANTS

- 5.1 The Owner hereby covenants with the Council as set out in the Second, Third, Fourth, Fifth, Sixth and Seventh Schedules

- 5.2 The Owner shall serve on the Council (addressed to the Council's Head of Community Wellbeing and Development) the Implementation Notice not less than 2 Working Days before Commencement of Development

6. THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Eighth 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 £2,000.00

- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 Where the agreement, approval, consent or expression or 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 an officer or duly authorised signatory 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
- 7.4 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
- 7.5 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.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- (a) the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
 - (b) the Planning Permission shall expire prior to the Commencement of Development; or
 - (c) 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
- 7.7 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
- 7.8 This Deed shall not be enforceable against owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them
Note: This carve-out has wide consequences e.g. much of Schedule 3 currently binds subsequent owners of the dwellings – what is the Council's position on this, as the Owner agrees that individual owners should not be bound.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

- 7.10 The provisions of the Schedule 3 (except for paragraph 5 of Part 5 and Part 6 thereof) shall not be binding on a mortgagee in possession of an Affordable Housing Unit or a bona fide purchaser for value thereof from such a mortgagee in possession or any receiver appointed by such mortgagee (except a purchaser which is an RSL)

PROVIDED THAT:

- (a) such mortgagee or receiver shall first have used reasonable endeavours over a period of three months in consultation with the Council's Head of Housing and Public Protection Officer to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Schedule 3; and
 - (b) the Council's Head of Housing and Public Protection Officer shall have certified in writing (such certification not to be unreasonably withheld or delayed) that they are satisfied that the mortgagee has without success used reasonable endeavours to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Schedule 2, over a three month period **AND FURTHER PROVIDED THAT** at all times the rights and obligations in this clause 7.10 shall not require the mortgagee chargee or receiver to act contrary to its duties under the mortgage or charge
- 7.11 The provisions of the Schedule 3 (except for paragraph 5 of Part 5 and Part 6 thereof) shall not be binding on either:
- (a) any leaseholder of a Shared Ownership Unit who has Staircased out to 100% or their mortgagee or chargee or successor in title; or
 - (b) any occupier of any Social Rented Housing who has exercised their statutory right to buy or acquire and their mortgagees and successors in title

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

10. **INDEXATION**

The Educational Contribution 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 paid

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

SCHEDULE 1
Description of the Site

The land situate off the site of the Westminster Industrial Estate, Mold Road, Gwersyllt, Wrexham as shown edged red on the Plan

SCHEDULE 2
Public Open Space

Part I -Covenants

1. Not to allow the carrying out of any works within each Dwelling Phase until the proposed Management Plan has been submitted to and approved in writing by the Council
2. Not to allow any of the Dwellings within the first Dwelling Phase to be Occupied until the Management Entity Details have been submitted to and approved in writing by the Council
3. To procure that the Public Open Space is transferred to and subsequently managed and maintained by the Management Entity in accordance with the approved Management Plan
4. Not to use the Public Open Space for any purpose whatsoever other than as Public Open Space for the benefit of the Development being landscaped and open grassed areas nor cause permit or allow any structures other than in accordance with the Planning Permission to be erected within the Public Open Space

Part II –Off Site Public Open Space Contribution

1. Prior to the Commencement of Development, in the event that the Public Open Space does not provide for a ratio of 80m² per Dwelling, to pay the Off Site Public Open Space Contribution to the Council in respect of each and every additional Dwelling exceeding 59 Dwellings

SCHEDULE 3
Affordable Housing

Part 1 - General Obligations

1. To design and construct the Affordable Housing Units in accordance with the Planning Permission and the Council's Local Planning Guidance Note No. 28 "Affordable Housing" (annexed at Appendix 3 of this Deed)
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 Site (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 Site transferred
4. Prior to Commencement of Development of a Dwelling Phase to provide the Council's Head of Housing and Public Protection the following details in so far as they are known for each Affordable Housing Unit within such Dwelling Phase:
 - 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 Site 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. Not to allow the Occupation of more than 50% (fifty percent) of the Market Housing Units within any Dwelling Phase until 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
11. 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 Schedule 2 of the Agreement dated [] 2016 between Wrexham County Borough Council (1) and Whitley Brothers Limited (2) have been complied with"

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.
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 7.10 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 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 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. The provisions of this Part of Schedule 2 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 2 of this Deed **PROVIDED THAT** within two working days of legal completion of such sale, a payment of 20% of the sale proceeds ("Commuted 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

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

- (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

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 of Schedule 2 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 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 Gwersyllt 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 Gwersyllt 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 Gwersyllt Community Council Area for a continuous period of five years; or
- 1.4 has previously had a Close Family Association in the Gwersyllt Community Council Area for a continuous period of five years; or
- 1.5 has previously been in employment in the Gwersyllt 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 Gwersyllt Community Council Area shall be treated as if they included references to the Llay and Broughton 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 weeks the references in paragraph 1 of this Part to the Gwersyllt 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
4. Provided Further That if no applicant qualifies under paragraph 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

SCHEDULE 4

The Travel Plan Implementation & Monitoring Contribution

1. To pay the Travel Plan Implementation & Monitoring Contribution to the Council within 12 months of the approval of the Travel Plan and occupation of the first Dwelling

SCHEDULE 5
The Education Contributions

Prior to the Commencement of Development of a Dwelling Phase to pay the Phased Educational Contribution in respect to the Council in accordance with the following formula:

Primary Education Contributions: -

A = (2-3 bedroom Dwellings) - No of Units x £1960.00

B = (4+ bedroom Dwellings) - No of Units x £2525.00

Total Primary = A + B

Secondary Education Contributions: -

C = (2-3 bedroom Dwellings) - No of Units x £2480.00

D = (4+ bedroom Dwellings) - No of Units x £2976.00

Total Secondary = C + D

Total Primary Education Contribution + Total Secondary Education Contribution = Total Education Contribution

SCHEDULE 6

Traffic Regulation Order Consultation & Implementation Contributions

1. To pay prior to the occupation of the First Dwelling the Traffic Regulation Order Consultation & Implementation Contributions in the sum of £3,000.00

SCHEDULE 7
The Council's Covenants

Discharge of Obligations

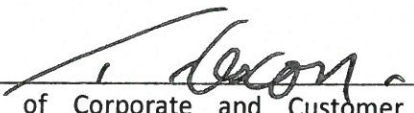
1. The Council covenants with the Owner to use the Educational Contribution in accordance with the Council's published Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed hereto at Appendix 2 towards the provision, improvement or extension of educational facilities within the Bryn Alyn community catchment area.
2. To use the Contributions for the purposes as outlined in this agreement and to reimburse such sums from the relevant Contributions as not utilised within 10 years from the date hereof
3. The Council covenants with the Owner to issue the Planning Permission on the date hereof

EXECUTED as a DEED on the date specified at the commencement of this Deed

EXECUTED as a deed by)
affixing the common seal of)
WREXHAM COUNTY BOROUGH)
COUNCIL)
in the presence of

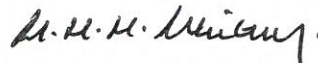


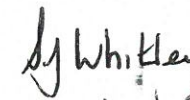
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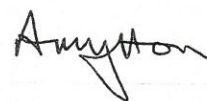

Head of Corporate and Customer
Services

EXECUTED as a deed by)
affixing the common seal of)
WHITLEY BROTHERS LIMITED)
acknowledged by two directors)
in the presence of)

Witness Name
Address
Signature

Director 
WILLIAM, HERBERT, HOWARD, WHITLEY

Director/Secretary 
SYLVIA GAINING WHITLEY

↓ MR ARFON MYTTON
11. WILLOW COURT
BANGOR-ON-DEE
WREXHAM
LL13 0BT.


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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Agent	MATTHEWS AND GOODMAN LLP MR JAMES LITHERLAND NATIONS HOUSE EDMUND STREET LIVERPOOL L3 9NY	Date Received	12/12/2014
		Decision Date	

Town and Country Planning Act, 1990

Location of application

SITE OF WESTMINSTER INDUSTRIAL ESTATE, OFF MOLD ROAD,
GWERSYLLT, WREXHAM, LL11 4AE

Description of application

OUTLINE APPLICATION FOR RESIDENTIAL DEVELOPMENT (UP TO 65 DWELLINGS) WITH ALL DETAILED MATTERS RESERVED EXCEPT ACCESS

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

CLF5	Open space requirements from new residential developments
EC13	Surface water run-off
GDP1	Development objectives
H2	Residential development within settlements
H7	Affordable housing within new developments
PS1	Settlement limits
PS2	Development and the environment
T8	Parking

Particulars of decision that Outline Planning Permission be GRANTED Subject to the following:-

Condition(s)

1. The development hereby approved shall be commenced before the expiry of five years from the date of this permission or before the expiry of two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.
2. Plans and particulars of the reserved matters referred to in condition 1 (above) shall be submitted in writing to the Local Planning Authority before

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the expiry of three years from the date of this permission. The development shall only be carried out in strict conformity with such details as are approved.

3. The development hereby approved shall be commenced before the expiry of five years from the date of this permission or before the expiry of two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.

4. As part of the reserved matters, a scheme showing details for the comprehensive and integrated drainage of the site, to include details as to how foul water, surface water and land drainage will be dealt with shall be submitted to and approved by the Local Planning Authority. The scheme as approved by this shall be fully implemented and thereafter managed and maintained in strict accordance with the details as approved

5. No part of the housing development shall commence other than the demolition of existing buildings on the site until such time that the estate road between the A541 Mold Road and the area highlighted hatched green on plan no. 13092-101 Rev E has been fully improved to a standard suitable for adoption, including a turning facility suitable for HGVs within the area as illustratively shown on that plan, and any agreed road traffic order section(s) for the estate road which are to be agreed as part of condition 6 below.

6. No part of the development shall commence until a scheme detailing the construction of the following has been submitted to and approved in writing by the Local Planning Authority for the area highlighted hatch green on plan no. 13092-101 Rev E:

- i) Detailed layout, design, drainage and construction work for the proposed adoption of Westminster Industrial Estate access road, including a turning facility.
- ii) Details of the estate to be controlled by a traffic regulations order.

The scheme as is approved shall be fully implemented in accordance with the times scales as given in condition 5.

7. As part of the reserved matters a full scheme of details to verify the implementation and construction of the following shall be submitted to and approved in writing by the Local Planning Authority:

- i) The detailed layout, design, drainage and construction of an adoptable highway within the site, other than the area shown by the hatched area as approved in connection with condition 5 above.
- ii) Details to show the layout, design, drainage and construction of a footpath link between the existing public footpath to the adjacent Gwyn Evans Sports Centre, as shown on drawing no. 13092-101 Rev E.

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iii) Details to show the layout, design, and construction of a footpath link between the site and the path located at the northern edge of the site.

No dwellings shall be occupied until all the above details have been fully implemented in accordance with the scheme of details as approved.

8. Prior to first use of the development, a Final Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. This plan shall include details of an annual monitoring which shall be submitted to the Local Planning Authority for written approval following the anniversary of first use of the development, and every year after up to and including the fifth anniversary.

9. No part of the development shall commence until a Construction Traffic Management Plan including provisions for contractor parking has been submitted to and approved in writing by the Local Planning Authority and the Plan as is approved has been fully implemented.

10. No private surface water run off shall be permitted to flow from the development site onto the adjoining highway. An Aco drain or similar shall be provided across the approved access to intercept any such run off prior to first use of the development.

11. As part of the reserved matters, the landscaping details of the development shall include details for the design, layout and provision of public open space area (s) within the site equating to not less than 4,750 square metres, and a larger area of open space shall include an area for the provision of a children's equipped play area. Full details of the play equipment shall be submitted as part of the reserved matters, and both the public open space areas and the play equipped area shall be fully implemented in accordance with time scales to be verified and approved as part of the scheme of details.

12. No part of the development shall commence until a scheme to deal with potential contamination at the site has been submitted to and approved in writing by the Local Planning Authority. This scheme shall include a phased investigation approach to identify the extent of contamination and any measures required to remediate the site, including post-development monitoring.

13. No part of the development shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 12 above have been satisfactorily carried out, has been submitted to and approved in writing by the Local Planning Authority.

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14. 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.

15. 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.

16. 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.

17. As part of the reserved matters, details of an air quality assessment for the road traffic pollutants of Nitrogen Dioxide (NO₂) and Particulate Matter (PM₁₀) must be carried out and submitted to and approved in writing by the Local Planning Authority. The assessment shall use appropriate modelling methods, as described in Local Air Quality Management Technical Guidance LAQM TG(09).

18. The recommendations of the submitted ecology report from Rachel Hacking Ecology dated 2014 shall be fully implemented as part of the development.

Reason(s)

1. To comply with Section 92 of the Town and Country Planning Act, 1990.
2. To comply with Section 92 of the Town and Country Planning Act, 1990.
3. To comply with Section 92 of the Town and Country Planning Act, 1990.
4. To ensure that effective drainage facilities are provided for the proposed development and that no adverse impact occurs to the environment or the existing public sewerage system.
5. To ensure that a properly constructed access is available for use when the housing development is commenced at the site, thereby enabling safe

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and convenient access to and egress from the site in the interests of existing road users and in the interests of future road users and pedestrians.

6. To ensure that a properly constructed access is available for use when the housing development is commenced at the site, thereby enabling safe and convenient access to and egress from the site in the interests of future road users and pedestrians.

7. To ensure that the site is served with a suitable highway in the interests of highway and pedestrian safety, and to ensure that the development is appropriately linked to adjacent community facilities/path networks, in the interests of promoting alternative and more sustainable transport options for new residents on the site.

8. To support the Council's approved Integrated Transport Strategy and to reduce dependency on the motor vehicle.

9. In the interests of highway safety.

10. In the interests of highway safety.

11. In the interests of the visual amenities of the area and in the interests of the amenity of occupiers of the development.

12. In the interests of the amenities of the future occupants of the buildings

14. To protect the amenities of the occupiers of nearby properties.

13. No part of the development shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 12 above have been satisfactorily carried out, has been submitted to and approved in writing by the Local Planning Authority.

15. To protect the amenities of the occupiers of nearby properties.

16. To protect the amenities of the occupiers of nearby properties.

17. To protect the amenities of future residents of the development.

18. To protect named species/habitats/biodiversity which would otherwise be damaged/lost by the development hereby permitted.

Note(s) to applicant

You are advised that this grant of planning permission was made following the completion of an Agreement under Section 106 of the Town and Country Planning Act. Before undertaking any work under this permission you are advised to obtain full details of the Agreement and ensure that you are able to comply with its terms.

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Further advice on compliance with condition no. 12 may be obtained by contacting the Council's Environmental Protection Team on 01978 315733. 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. You are advised that the site lies within 250m of a known landfill site and potential contamination must be examined.

You are advised that prior to undertaking the modelling as required in connection with the noise condition i.e. condition 15 above you are advised to contact the Council's air quality officer to discuss existing monitoring data that might be available, and to confirm which nearby receptors should be included in the assessment.

The applicant is advised that compliance with condition no. 14 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.

Burning of waste generated from construction activities is not considered to be an appropriate method of disposal and action may be taken as follows:

- Under the Environmental Protection Act 1990 anyone found disposing of construction site waste by burning is likely to be in breach of their duty of care with regard to waste disposal;
- Under the same Act an abatement notice may be served where smoke is judged to be causing a nuisance to neighbouring properties. Failure to comply with the requirements of the notice can result in prosecution;
- Under the Clean Air Act 1993 it is an offence for a commercial activity to burn anything that gives rise to dark smoke.

To prevent offences under the above named Acts there should be no bonfires on the site, to include the prohibition of the burning of cleared vegetation. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.

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Applicants are advised that compliance with condition no. 16 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 railway line and a busy highway and the developer is therefore required to carry out a noise survey in connection with condition no. 15 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:

- Noise levels arising from day/night time activities in the vicinity of the proposed development site and the impact upon the proposed accommodation, and
- 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.

Any proposed demolition works may NOT be commenced until the appropriate Notice has been served on this authority under the provisions of Section 80 of the Building Act, 1984. The applicant / developer is therefore advised to contact the Building Control Section to enable you to make the necessary application.

This permission is granted subject to the above conditions. Some conditions may require your attention prior to you carrying out any work on the proposal. These conditions are known as ""conditions precedent"". You should be aware that it is important that you comply with any ""conditions precedent"". If you do not, then any work you undertake on the development subject of this permission would not have planning permission.

The separate written consent of the Local Highway Authority must be obtained before any work is carried out within the confines of the highway.

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The applicant is advised that submission of a copy of the relevant section 38 adoption agreement, between the applicant and the Highway Authority, to the Local Planning Authority will allow the above condition no(s). 5, 6 & 7 to be formally discharged in writing.

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.

If a connection is required to the public sewerage system, the developer is advised to contact Dwr Cymru Welsh Water's Developer Services on 0800 917 2652.

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 we request the applicant contacts our Operations Contact Centre on 0800 085 3968 to establish the location and status of the sewer. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

You are advised that the Welsh Government have introduced new legislation that will make it mandatory for all developers who wish to communicate with the public sewerage system to obtain an adoption agreement for their sewerage with Dwr Cymru Welsh Water (DCWW). The Welsh Ministers Standards for the construction of sewerage apparatus and an agreement under Section 104 of the Water Industry Act (WIA) 1991 will need to be completed in advance of any authorisation to communicate with the public sewerage system under Section 106 WIA 1991 being granted by DCWW.

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The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from former coal mining activity. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and previous surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of development taking place.

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), be submitted alongside any subsequent application for Building Regulations approval (if relevant). Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: <https://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries>

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

Property specific summary information on past, current and future coal mining activity can be obtained from: www.groundstability.com

If any of the coal mining features are unexpectedly encountered during development, this should be reported immediately to The Coal Authority on 0345 762 6848. Further information is available on The Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority.

You are advised that the installation of external lighting should be minimal and directional and not displayed to any boundary trees, hedges or other linear ecology features.

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Should any bats be found during the work, all work should stop immediately and Natural Resources Wales should be contacted for further advice.



**Officer Appointed for this purpose
Head of Community Wellbeing and Development**

**Refer to the Statement of Applicant's Rights and General Information enclosed
or refer to the following link:-**

http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm

DRAFT



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 adopted by the Council in February 2005 and this note is a material consideration in the determination of all relevant planning policies.

Education Planning in Wrexham

For education planning purposes links between certain infant and junior schools and between junior/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 96% 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.

*Available in
accessible formats*



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 and type of proposed residential units (large or small houses, bungalows or apartments). 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 and feeder schools. A map of school catchment areas is available from the Planning Department.

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

Table 1: Cost guidelines

School Type	No. of pupils generated by each 2-3 bed house	Building Cost Multiplier £	Contribution £
Primary 4 - 11 years	0.28	7000	1960
Secondary 11 - 16 years	0.20	10000	2000
Post 16	0.04	12000	480
Totals			
School with 6th Form	0.52		4440
School without 6th Form	0.48		3960

Notes

- Building cost multipliers are based on Department for Education guidelines, pupil allocations and average building cost assessment.
- 1 bedroom and accommodation for the elderly no charge. 2/3 bedrooms standard charge (shown above). 4 + bedrooms plus 20%.
- School Catchment Areas are secondary schools and their feeder primary schools plus current Council policy on pupil proximity to schools.
- School population assessments to be reviewed annually.

Worked example for Johnstown Infants School catchment area

For the development of: -

- 10 - 1 bedroom Units
- 10 - 2 bedroom Units
- 10 - 3 bedroom Units
- 10 - 4 bedroom Units

Charges at primary school level

10 - 1 bedroom	no charge
10 - 2 bedroom	standard charge = £19600
10 * £1960	
10 - 3 bedroom	standard charge = £19600
10 * £1960	
10 - 4 bedroom	standard charge +20%
10 * £2352	= £23520

Charges at secondary school level

No shortage, no charge.



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:

- Every 100 houses produces around 28 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.



Schools where contributions are likely to be required

The list below shows schools where contributions are likely to be required. At all other schools there is likely to be some spare capacity to accommodate some development. This is not a definitive list, but a guide to developers.

Secondary schools

Bryn Alyn, Gwersyllt	(11 to 16 years)
Maelor, Penley	(11 to 18 years)
Darland, Rossett	(11 to 18 years)

Primary schools

Gwersyllt - Bryn Alyn School Catchment

Brymbo Aided, St Mary's
Brynteg C.P.
Gwersyllt C.P.
New Broughton C.P., Ysgol
Penrhyn
Pentre Broughton C.P.
Tanyfron C.P.

Llangollen - Dinas Bran (Denbighshire) School Catchment

No schools

Penley - Maelor School Catchment

Hanmer
Penley Madras
Marchwiell C.P.

Rhosllanerchrugog - Y Grango School Catchment

Johnstown Infants
Johnstown Junior
Penycae C.P.

Rossett - Darland School Catchment

Gresford
Marford C.P.

Ruabon - Rhiwabon (11 to 18 years) School Catchment

Acrefair C.P.
Ruabon Maes y Llan C.P.
Ruabon St. Mary's

Wrexham - Clywedog School Catchment

Bwlchgwyn C.P.
Marchwiell C.P.
Rhostyllen C.P.
Victoria C.P.
St Giles

Wrexham - St. Joseph's School Catchment

St. Mary's

Wrexham - Rhosnesni School Catchment

Acton Park C.P.
Alexandra C.P.
Barkers Lane C.P.
Borras Park
Rhosddu C.P.

Wrexham - Morgan Llwyd (11 to 18 years) School Catchment

Wrexham Plas Coch C.P.

Wrexham County Borough - School Location

SECONDARY SCHOOLS

- 1 Darland High School
- 2 Bryn Alyn High School
- 3 Rhosnesni High School
- 4 Ysgol Morgan Llwyd
- 5 St Josephs RC High School
- 6 Ysgol Ciywedog
- 7 Ysgol y Grango
- 8 Ysgol Rhiwabon
- 9 Ysgol Maelor

OTHER SCHOOLS

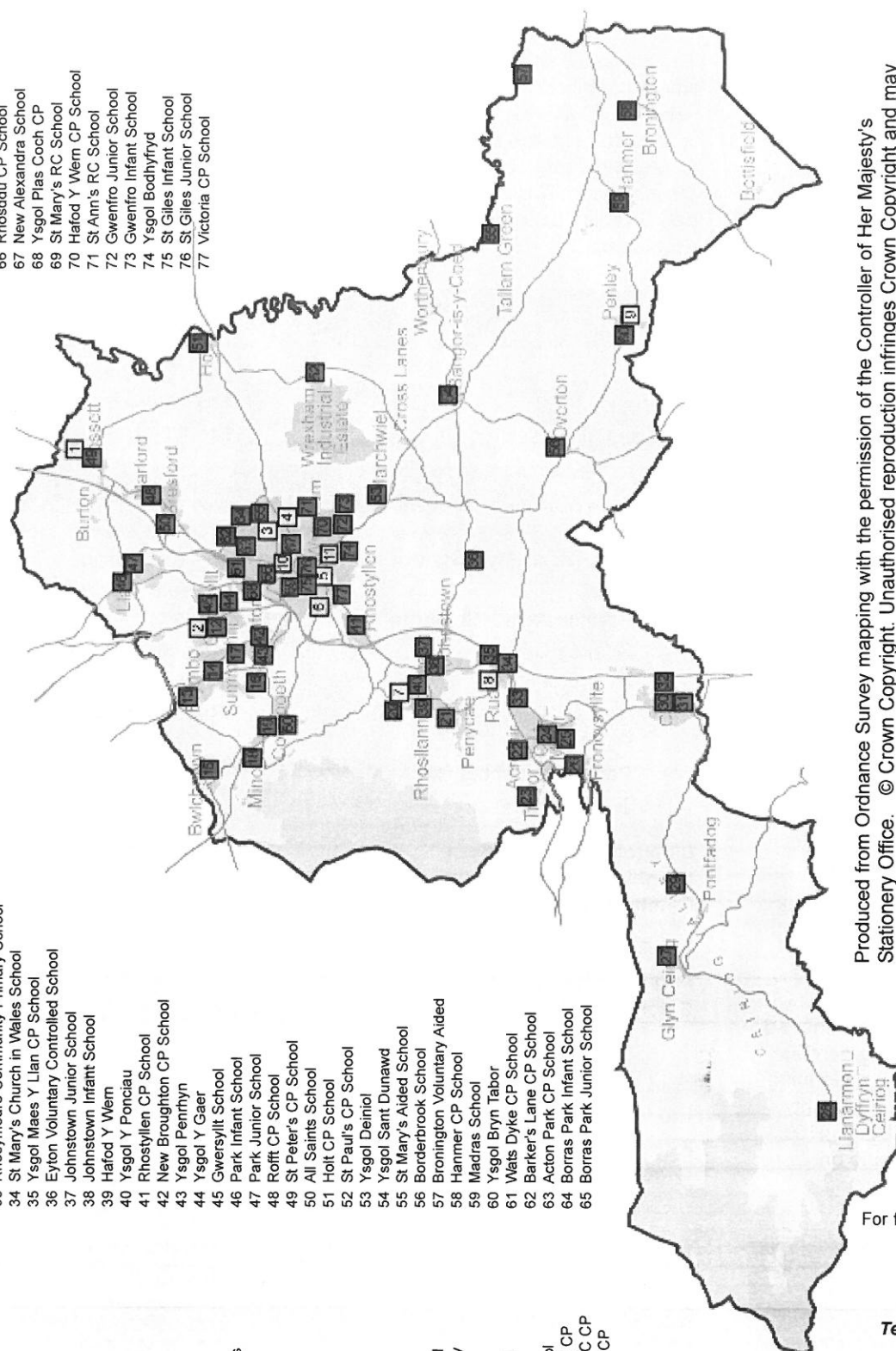
- 10 Groves
- 11 St Christophers/Ysgol Powys

PRIMARY SCHOOLS

- 12 Ysgol Heulan
- 13 Brymbo Aided School
- 14 Black Lane CP School
- 15 Bwlchgwyn CP School
- 16 Brynteg CP School
- 17 Tanyfron CP School
- 18 Minera Voluntary Aided
- 19 Penygelid CP School
- 20 Ysgol ID Hooson CP School
- 21 Penycae Community Primary
- 22 Acrefair CP School
- 23 Garth CP School
- 24 Ysgol Min Y Ddol CP School
- 25 Cefn Mawr CP School
- 26 Ysgol Froncysyllte CP School
- 27 Ysgol Cynddelw, Glynceiriog CP
- 28 Ysgol Gynradd Llanarmon DC CP
- 29 Ysgol Pontfadog, Llangollen CP
- 30 Chirk Infant School
- 31 Ceiriog Junior School
- 32 Pentre Voluntary Controlled

- 33 Rhosymedre Community Primary School
- 34 St Mary's Church in Wales School
- 35 Ysgol Maes Y Llan CP School
- 36 Eryon Voluntary Controlled School
- 37 Johnstown Junior School
- 38 Johnstown Infant School
- 39 Hafod Y Wern
- 40 Ysgol Y Ponciau
- 41 Rhosyllen CP School
- 42 New Broughton CP School
- 43 Ysgol Penrhyn
- 44 Ysgol Y Gaer
- 45 Gwersyllt School
- 46 Park Infant School
- 47 Park Junior School
- 48 Rofft CP School
- 49 St Peter's CP School
- 50 All Saints School
- 51 Holt CP School
- 52 St Paul's CP School
- 53 Ysgol Deiniol
- 54 Ysgol Sant Dunawd
- 55 St Mary's Aided School
- 56 Borderbrook School
- 57 Brington Voluntary Aided
- 58 Hanmer CP School
- 59 Madras School
- 60 Ysgol Bryn Tabor
- 61 Wats Dyke CP School
- 62 Barker's Lane CP School
- 63 Acton Park CP School
- 64 Borras Park Infant School
- 65 Borras Park Junior School

- 66 Rhosddu CP School
- 67 New Alexandra School
- 68 Ysgol Plas Coch CP
- 69 St Mary's RC School
- 70 Hafod Y Wern CP School
- 71 St Ann's RC School
- 72 Gwentro Junior School
- 73 Gwentro Infant School
- 74 Ysgol Bodhyfryd
- 75 St Giles Infant School
- 76 St Giles Junior School
- 77 Victoria CP School



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For further information contact:

Planning Section
Lambpit Street,
Wrexham, LL11 1AR
Telephone: (01978) 292013
Fax: (01978) 292502

Asset Management Section
Management Officer
Crown Buildings, Chester Street
Wrexham, LL13 8BG
Telephone: (01978) 297205
Fax: (01978) 292502
www.wrexham.gov.uk
Adopted March 2004
Revised November 2010

This is one of a series of local planning guidance notes amplifying local planning proposals in a clear and concise format with the objective of improving application standards.



28. AFFORDABLE HOUSING

This leaflet provides a guide to supplementary information required in connection with applications for Affordable Housing.

Introduction

This guidance note amplifies Unitary Development Plan policies aimed at securing affordable housing through the planning system. It will form a material consideration in the determination of all relevant planning applications.

This revised guidance note was adopted by the Council in February 2013, following extensive public consultation.

Background

Some local people have genuine difficulties in securing affordable housing. The problems associated with affordability are caused by a range of factors - influencing supply and demand. Supply has become more restricted due to a significant decline in the numbers and availability of council housing, rises in house prices, accessibility of mortgage finance and limited supply and relatively high rent levels in the private rented sector. At the same time demand has increased due to newly forming and smaller households, growing numbers of older people and inward migration. The planning system is one of the

most important mechanisms to secure affordable housing to meet the needs of those unable to compete in the local housing market.

Planning Policy Context

The Wrexham Unitary Development Plan (UDP) sets the local planning policy context for the delivery of affordable housing in the County Borough. This Local Planning Guidance Note amplifies the following UDP policies:

Policy H7 requires an element of affordable housing to be provided on developments of 25 or more dwellings. The Council will normally expect that 25% of the total site capacity to be provided as affordable housing. It will not be acceptable to deliberately subdivide or phase the total development in an attempt to avoid this threshold.

Policy H7: Affordable Housing

Policy H8: Affordable Housing
(Rural Exception Sites)

In rural areas where it can be demonstrated that local affordable housing needs cannot be met within existing settlement limits policy H8 allows for up to 5 affordable homes to be accommodated on rural exception sites located on the edge of settlements provided the site forms a logical extension to settlement pattern and the proposed development reflects the surrounding townscape and landscape. Such sites are not intended for individual self-build homes or for cross-subsidy schemes where dwellings sold at full market value to subsidise the provision of affordable housing elsewhere.

What Is Affordable Housing?

Affordable housing is defined by the Welsh Government in Technical Advice Note 2: Planning and Affordable Housing as: housing where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford market housing, both on first occupation and for subsequent occupiers.

Affordable housing includes:

Social rented housing: Housing provided by local authorities and Registered Social Landlords (RSLs)

Intermediate Housing: Housing where the prices or rents are above those of social rented properties but are below market house prices or rents. Options for intermediate housing can include:

Intermediate Rent: Properties purchased at a discount by an RSL and let at a rent that is greater than social rent but less than market rent levels on an assured or assured short hold tenancy.

Shared Equity: Properties where an RSL owns a percentage of a property and the remainder is purchased by the occupier. If the occupier subsequently sells the property the RSLs receives a share of the sale price equivalent to its share of the property. It may also possible for the occupier to buy part or all of the RSL's share over time. The RSL's share of the sales proceeds is recycled to support the provision of affordable housing elsewhere.

The Council expects affordable housing to be delivered through planning obligations, provided at nil public subsidy. However Social Housing Grant, which is provided by the Welsh Government, may be available for some developments. Developers are advised to contact Affordable Housing Officer prior to the submission of a formal planning application to discuss the availability of Social Housing Grant.

The affordable housing tenures required for individual developments should reflect local housing need. It is likely that the Council will seek to secure a mix of social rent and intermediate affordable dwellings in many cases.

Affordable Housing Need And Delivery

The Council relies on housing needs surveys to determine the amount of affordable housing required across the County Borough. These are updated regularly and developers should contact the Council to ensure that their development proposals take account of the most up to date information (see contact details below).

Affordable housing required under policy H7 should be provided, in order of preference, in the following ways:

1. On-site provision as an integral part of the development proposed. The Council will normally expect affordable housing to be provided on site however off site provision or the payment of commuted sums in lieu of on or off site provision may be considered where;

- it has been demonstrated that on-site provision is unfeasible; or
- it will better meet the affordable housing needs of the area.

2. Off site provision should be on land in the same Community Council area as the application site or on land in an area of high demand for affordable housing as identified by the Affordable Housing Officer.

3. Commuted sums will only be accepted where it has been demonstrated that the developer, either by themselves or in partnership with an affordable housing provider such as an RSL is unable to deliver on or off site provision.

The commuted sum will need to be paid prior to the completion of the facilitating development and will be required to reflect the equivalent provision which should have been provided on the site based on the market value of the dwellings being built. The Council's priorities for spending commuted sums will be (in order of priority):

- To support delivery of the Wrexham County Borough Affordable Housing Project;
- To support direct provision of affordable housing elsewhere in Wrexham County Borough, either with or without Social Housing Grant support, in partnership with RSLs.
- To support shared equity schemes in partnership with RSLs.

In many cases the affordable housing referred to in section 3 above will result in a fraction of a dwelling. For example 25% of 25 dwellings = 6.25 dwellings. Where this occurs the Council will expect the fraction to be provided as a commuted sum calculated as a percentage of the market value of the dwellings being built on the site.

Viability: Only in cases where the viability of the whole development is genuinely threatened will the affordable housing requirements reduced. All costs associated

with the development (including requirements for public open space, contributions to schools and affordable housing) should be taken into account at the negotiation stage of land acquisition and be reflected in the purchase price of the site. Developers will be expected to provide the Council with a full viability assessment when proposing to provide affordable housing at a rate less than 25% of the total site capacity or when seeking to vary the affordable housing commitments of existing planning permissions

Design And Management

The location and design of all affordable dwellings must be shown on the plans submitted with a full planning or reserved matters application. New affordable housing must:

- reflect identified local need in terms of tenure and type of property;
- in the case of housing supported by Social Housing Grant, comply with Welsh Government's Development Quality Requirements in terms of floor space for the property type;
- be visually integrated into a development in terms of design and site layout;
- be distributed throughout a development and not result in all of the affordable housing being concentrated in one part of the site;
- be subject to a legal agreement made under Section 106 of the Town and Country Planning Act 1990 to ensure affordability in perpetuity (see below).



Permitted development rights may be removed from affordable houses in order to maintain the properties at a size likely to ensure they remain affordable - particularly for rural exception schemes delivered in accordance with policy H8. from affordable houses in order to maintain the properties at a size likely to ensure they remain affordable - particularly for rural exception schemes delivered in accordance with policy H8.

Section 106 Legal Agreements

Section 106 agreements (S106) will be used to secure affordable housing provision and/or commuted sums on all relevant sites. The following heads of terms will be common to all S106 agreements involving affordable housing:

- Type, tenure and mix of affordable housing units proposed (either on or off site);
- The timing of the delivery of the affordable homes in relation to the delivery of the general market housing, including reference to any phasing of development;
- Arrangements for the future management, ownership and retention of the property at an affordable price;
- Nomination rights for the Council to put forward people from the council's housing waiting list and affordable housing register for at least 75% of the affordable dwellings as prospective tenants/purchasers of the dwellings;
- Details of the commuted sum and timing of commuted sum payments at these levels of aid.

Useful Contacts

Pennaf Housing Group
72 Fford William Morgan
St. Asaph Business Park
Denbighshire
LL17 0JD
Tel: 01745 538300
www.pennaf.co.uk

Cymdeithas Tai Clwyd
54 Stryd Y Dyffryn
Denbigh
Denbighshire
LL16 3 BH
Tel: 0345 2303140
www.taiclwyd.com

Wales & West Housing Association
3 Alexandra Gate
Ffordd Pengam
Tremorfa
Cardiff
CF24 2 UD
Tel: 0800 052 2526
www.wwha.net

contact

Community Wellbeing and Development
16 Lord Street, Wrexham LL11 1LG

Telephone: 01978 292016
E-mail: planning@wrexham.gov.uk

Adopted April 2005 Updated April 2013