

**DRAFT HEADS OF TERMS**  
**Proposed Planning Obligation Agreement**  
**Section 106 Town and Country Planning Act 1990**

**Planning Application: P18G0322**

**ERECTION OF 64 DWELLINGS, 71 EXTRA-CARE LIVING APARTMENTS WITH ASSOCIATED ANCILLARY FACILITIES (USE CLASS C3), ACCESS, CAR PARKING, LANDSCAPING AND ASSOCIATED WORKS AT SITE OF DEFRA, WHITTINGTON ROAD, WORCESTER**

1. 30% of the new units shall be used exclusively for the purposes of "Affordable Housing" as defined in the National Planning Policy Framework.
2. 18 of the Affordable Units shall be Affordable Rented Housing Units and managed by a Registered Provider, and these units shall not be occupied unless the City Council has previously given its written agreement to the terms on which they are to be let taking into account the Management Practices and Rent Setting Policies applicable to these units.
3. The remaining 23 Affordable Units shall be Shared Ownership Affordable Housing Units, the arrangements for which shall be submitted to and approved in writing by the local planning authority beforehand, and the rent charge on the remainder share shall be no more than 3% of the remaining equity.
4. The extra care units shall not be used for any purpose other than that of an extra care retirement facility for occupation as private residential accommodation by persons who comply with the following conditions:-
  - (a) in the case of a joint occupation by persons not less than 55 years of age and at least one member of the household must be not less than 60 years of age
  - (b) in the case of a single occupation by a person not less than 60 years of age unless the single occupation arises as a result of the death of a joint occupier in which case the surviving person must be not less than 55 years of agePROVIDED that this restriction shall not apply to any unit of accommodation to be occupied by the House Manager of the extra care facility and his or her spouse.
5. The developer covenants with the City Council to lay out the Public Open Space as approved no later than the date on which 50 dwellings are first occupied pursuant to the permission and having received written confirmation from the City Council that the Public Open Space has been laid out and equipped to its reasonable satisfaction thereafter to retain maintain and manage the Public Open Space in accordance with a Landscape Masterplan for a minimum period of 12 months AND to ensure that the Public Open Space is retained as publicly accessible areas.
6. Upon expiry of the said 12 months to invite the Council to inspect the Public Open Space and upon confirmation from the Council that the Public Open Space has been properly maintained to its reasonable satisfaction the Owner and the Developer may (at their discretion) either:-
  - offer to transfer the Public Open Space to the City Council or such other body nominated by the City Council; or;
  - transfer the Public Open Space Area to the Management Body.

7. In the event that the Open Space Area is transferred to the Management Body it shall be on terms requiring the Public Open Space to be managed and maintained in accordance with a Landscape Masterplan.
8. The Developer covenants with the City Council, in lieu of contributions to open space to serve the development site (children and young people, civic space contribution and allotment contribution), to pay the City Council the sum of £139,159.17 which sum shall be paid on or before the commencement of development.
9. The sum of £139,159.17 shall be used by the City Council on:
  - Civic space in the vicinity of the development [specific locations t.b.a]
  - Children and young people's play space in the vicinity of the development [specific locations t.b.a]
  - The provision of off-site allotment provision in the vicinity of the development [specific locations t.b.a]
10. In the event that the City Council does not for any reason use the said sum for the purposes specified in the Agreement within ten years of the date of the payment, the Council shall repay to the developer the said sum or such part thereof which has not been used by the City Council.
11. The Developer covenants with the County Council, in lieu of contributions to sustainable transport to serve the development site to pay the City Council the sum of £12,800 which sum shall be paid on or before the first occupation of any dwelling. The sum of £12,800 shall be used by the County Council on:
  - Personal Travel Planning Services for future residents of the development.
12. The Developer covenants with the County Council, in lieu of contributions to sustainable transport to serve the development site to pay the City Council the sum of £10,000 which sum shall be paid on or before the first occupation of the extra-care units. The sum of £10,000 shall be used by the County Council on:
  - Community Transport Services [route(s) of services t.b.a]
13. In the event that the County Council does not for any reason use the said sum in Clauses 11 and 12 for the purposes specified in the Agreement within five years of the date of the Agreement, the County Council shall repay to the developer the said sum or such part thereof which has not been used by the County Council.
14. The Developer shall provide to the City Council either a solicitor's undertaking for the reasonable legal costs incurred by the City and/or County Council in connection with the preparation and completion of the Agreement or if no solicitor is instructed these fees must be paid direct to the City Council. These fees shall be payable prior to the commencement of any legal work and are payable whether or not the agreement completes.
15. The Developer shall complete the Agreement (within three calendar months of the application being presented to Planning Committee), unless otherwise agreed by Development Services Manager, otherwise the application will be registered as deemed refused.