

## **FURTHER INFORMATION SHEET**

### **FITZWALTER PLACE CHICKNEY ROAD HENHAM**

#### **TITLE**

1. The site is registered under Title Number EX898468, Official Copy Register Entries and Title Plan are enclosed together with a copy of the Transfer dated 25 October 2013 referred to in Entry 1 of the Charges Register.

We confirm the Sellers have or will observe the Restrictive Covenants contained therein.

"The Owner of number 13 Chickney Road has alleged that the hedge on the western boundary of the Development forms part of his property. Enclosed is a copy of the Land Registry approved Estate Plan that has been overlaid on to the topographical survey which identifies the hedge by yellow highlighting. You will note that only Plot 6 and part of Plot 5 are affected by this dispute. The matter has been referred to the Land Registry and we are in the process of obtaining copies of the root of title Conveyances which we are confident will demonstrate the accuracy of the Seller's title plan. The Solicitors representing the Purchasers of Plots 5 and 6 will be provided with further details as and when the same are available"

#### **PLANNING**

2. The site is being developed in accordance with a Planning Permission dated the 15 May 2014 reference UTT/14/0065/FUL. A copy of this permission is enclosed. Please note that your Local Search will also reveal a planning permission dated the 17 July 2013. A copy of this permission is not enclosed since it was superseded by 2014 permission.

The Sellers confirm that they have or will comply with all planning conditions.

Linked to the above mentioned Planning Permission is a Section 106 Agreement dated the 15 May 2014, a copy is enclosed. With regard to the Section 106 obligations we would advise as follows:-

- 1) The Education Contribution has been paid, and a copy receipt from Uttlesford District Council is enclosed.

2) Affordable housing is to be provided on the development and for your information these are plots 2-5 and 13 and 15, and a contract is to be entered into with Chelmer Housing Partnership.

The Sellers will be entering into a Section 38 Agreement and a Section 104 Agreement relating to the road and sewers on the development and copies will be provided once completed.

## **GENERAL**

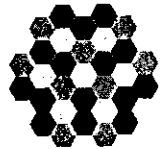
4. The Estate Plan was approved by the Land Registry on the 11 August 2014.
5. Any Completion Certificate or Certificate of Numbering required must be obtained by the Buyers themselves.
6. Our Clients will endeavour to provide the NHBC Cover Note when the notice pursuant to clause 6.(1) of the Contract is served and in the majority of cases, a cover note will be provided on or before the service of a completion notice. However, on some occasions the NHBC may not have completed their paperwork and in which case, the cover note will be provided as soon after the service of the completion notice as may be possible. We would therefore refer you in particular to clause 6.(2) of the Contract which provides that completion will be delayed if the cover note is not available 5 working days prior to the completion date and in these cases, completion will take place 5 working days after the provision of the cover note to give sufficient time for mortgage funds to be obtained.
7. The Planning Conditions (including landscaping) will be performed by the Sellers but not necessarily before completion and the Sellers will make every reasonable endeavour to have the Estate sewers (other than internal Plot sewers) adopted.
8. The Estate Plans supplied show Road Agreement roads etc., coloured pink.
9. The Buyers can collect the keys from the site on or after completion during normal working hours.
10. Please emphasise to your clients the requirements of Clause 6 of the Contract re: notification of defects and uncompleted works which must be notified

through Solicitors. Telling the Site is not enough and will not be accepted as notification.

11. We do not retain detailed plans of the development at these offices and if the Buyer requires details of drainage, routes of services, fencing, landscaping or methods of construction, then enquiry should be made of the Seller's site of Sales Office.
12. We draw your attention to the Contract requirement for deposits to be paid by way of Bank telephonic transfer where completion is to follow exchange of contracts within less than 10 working days. This has become necessary due to the ever increasing length of time taken to clear cheques. Building Societies currently require 10 working days and although the Banks quote 5 working days they will debit the Clients Account should a cheque not clear at a later date. In the current economic climate even Solicitor's/Licensed Conveyancer's cheques may fail to be met.

**N.B.** Replies to the Seller's Property Information Form and the Further Information Sheet are believed to be correct, but their accuracy is not guaranteed. The Buyer must make and rely primarily on his own Searches, enquiries and inspections as to all matters which can be investigated independently by a Buyer.





# Official copy of register of title

Title number EX898468      Edition date 15.11.2013

- This official copy shows the entries on the register of title on 29 SEP 2014 at 10:25:28.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 Sep 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Peterborough Office.

## A: Property Register

This register describes the land and estate comprised in the title.

ESSEX : UTTLESFORD

- 1 (27.04.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the North West side of Chickney Road, Henham, Bishop's Stortford.
- 2 (15.11.2013) The land has the benefit of the rights granted by the Transfer dated 25 October 2013 referred to in the Charges Register.
- 3 (15.11.2013) The Transfer dated 25 October 2013 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (15.11.2013) PROPRIETOR: ABBEY DEVELOPMENTS LIMITED (Co. Regn. No. 348843) of Abbey House, 2 Southgate Road, Potters Bar EN6 5DU.
- 2 (15.11.2013) The price stated to have been paid on 25 October 2013 was £1,550,000.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (15.11.2013) A Transfer of the land in this title dated 25 October 2013 made between (1) James Wisbey Smith and Timothy Stewart Smith and (2) Abbey Developments Limited contains restrictive covenants.



Title number EX898468

## C: Charges Register continued

*NOTE: Copy filed.*

End of register





These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 29 September 2014 shows the state of this title plan on 29 September 2014 at 10:25:29. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

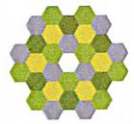
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by the Land Registry, Peterborough Office .

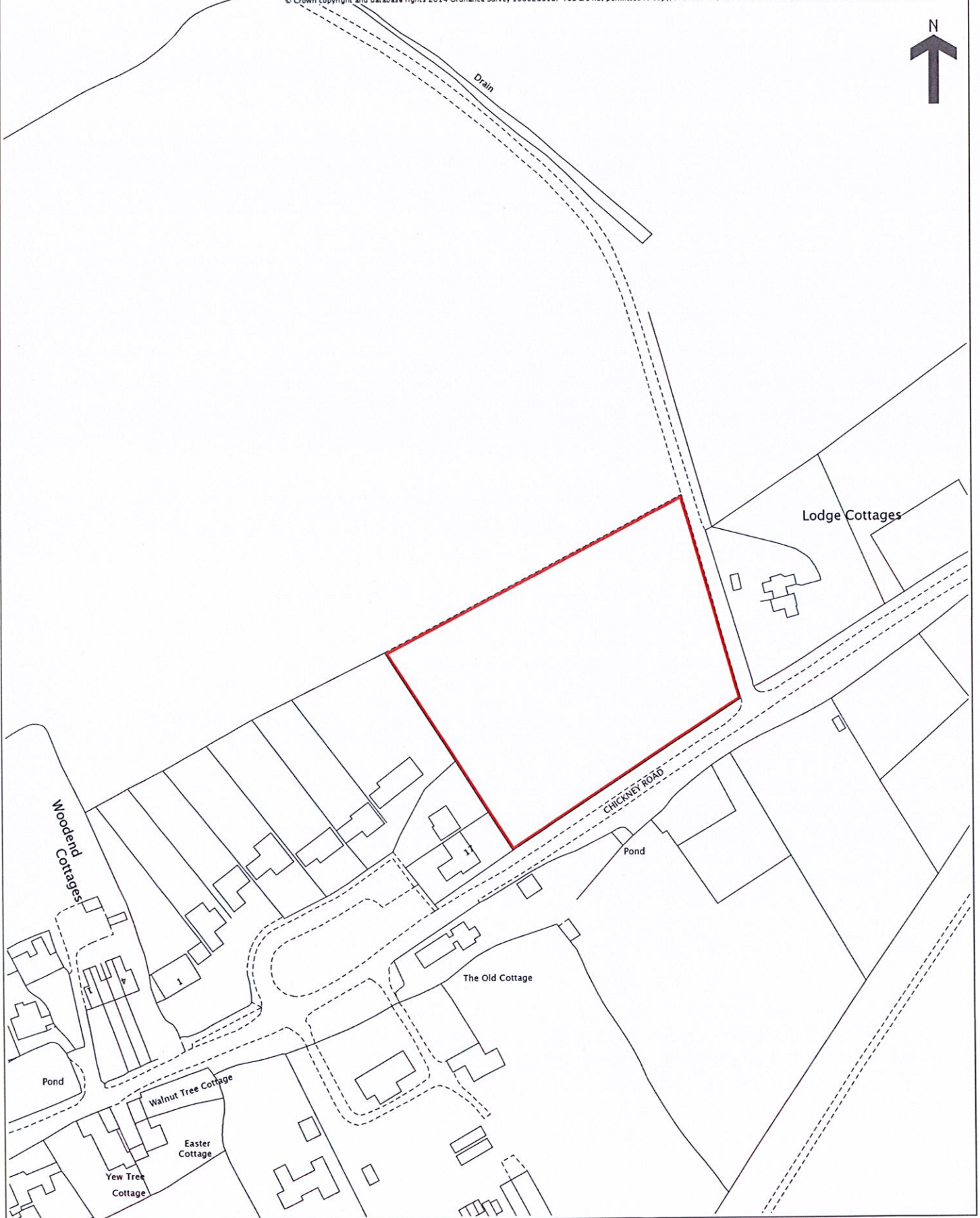


Land Registry  
Official copy of  
title plan

Title number **EX898468**  
Ordnance Survey map reference **TL5528NW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Essex : Uttlesford**



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If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: <b>EX726245</b>
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land at Chickney Road Henham Bishop's Stortford CM22 6BG</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 25 October 2013
5	<p>Transferor: <b>JAMES WISBEY SMITH and TIMOTHY STEWART SMITH</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: <b>ABBEY DEVELOPMENTS LIMITED</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 348843</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Abbey House 2 Southgate Road Potters Bar Herts EN6 5DU</p>

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): **ONE MILLION FIVE HUNDRED AND FIFTY THOUSAND POUNDS (£1,550,000.00)**

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

10.1. The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions Act) 1994 ("the 1994 Act") will not extend to costs arising from the Transferee's failure to make proper searches or to raise requisitions on title or on the results of the Transferee's searches.

10.2. The covenants set out in Section 3 of the 1994 Act to extend only to charges or incumbrances created by the Transferor.

10.3. For the purposes of Section 6(2)(a) of the 1994 Act all matters recorded at the date hereof in registers open to public inspection are deemed to be within the actual knowledge of the Transferee notwithstanding Section 6(3) of the 1994 Act.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

12.1. **Definitions**

"Retained Land" means the land in title number EX726245 other than the Property

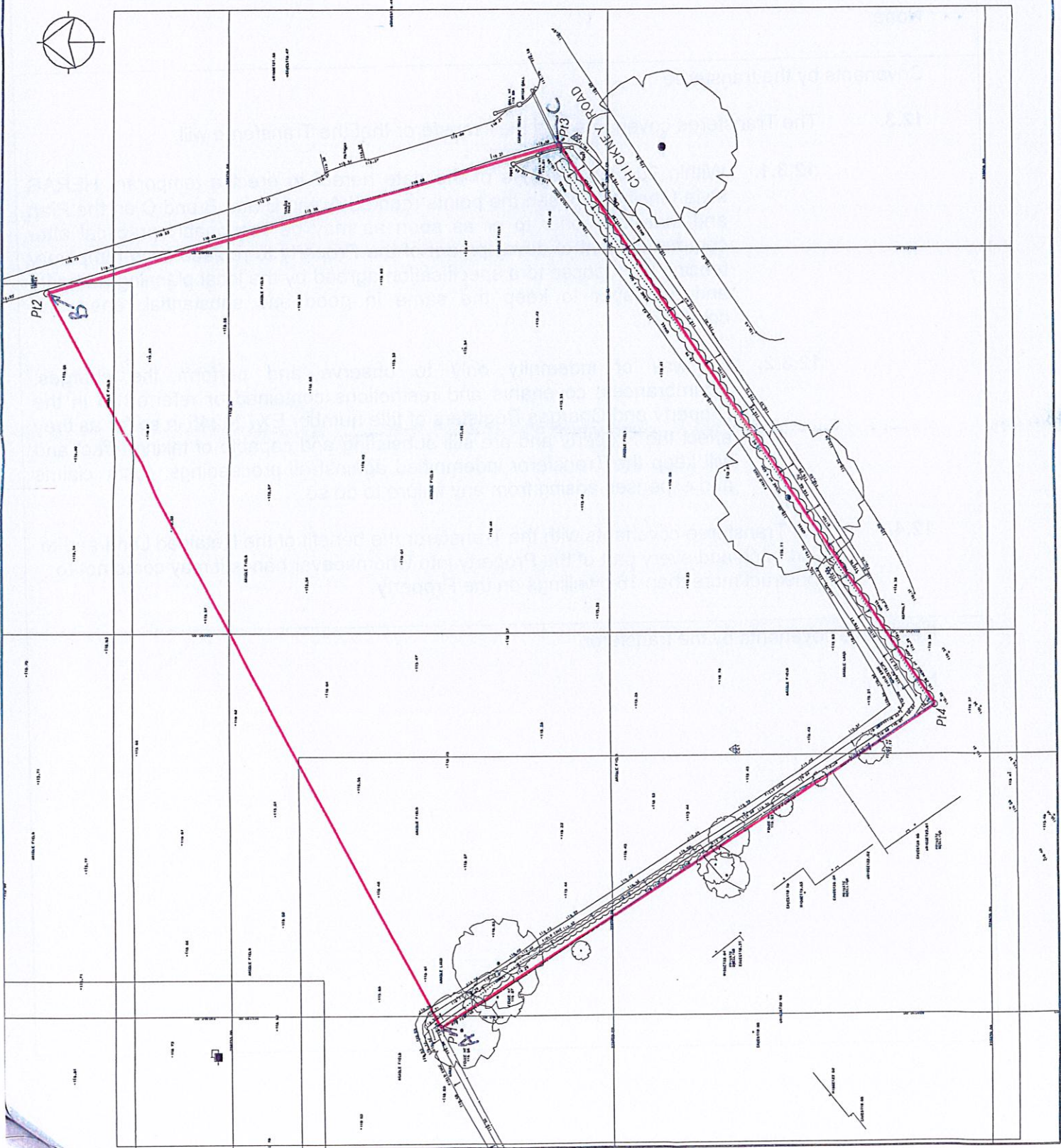
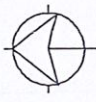
Rights granted for the benefit of the property

12.2. The Property is transferred together with the right to enter for so long as reasonably necessary with or without workmen, tools, scaffolding, machinery and apparatus on to so much of the Retained Land as shall be reasonably necessary and expedient to carry out the proposed development of the Property for residential purposes and thereafter to carry out any repairs, renewals, maintenance and inspections to any buildings or boundary structures erected on the Property **PROVIDED THAT** the person exercising such rights must;

12.2.1. observe all reasonable requirements notified to the Transferee by the Transferor from time to time; and



sum (in words)  
•NDS



BOUNDARY CO-ORDINATES		
Pt. No.	EASTINGS	NORTHINGS
P11	6348.466	8722.683
P12	5444.785	8773.897
P13	5463.746	8706.442
P14	5390.395	8657.287

NOTE  
FOR CLARITY AND EASE OF USE  
THE LEADING 550000 IN THE EASTINGS  
AND THE 220000 IN THE NORTHINGS  
HAVE BEEN STRIPPED



Rev	By	Date
1		
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10		

**TRIBRACH ASSOCIATES**  
consulting civil & structural engineers  
14 Riverside Road, Barking, Essex, S14 6JH  
Tel: 020549 51234 Fax: 020549 754384

Client: **ABBAY DEVELOPMENTS LTD.**

Project: **CHICKNEY LANE  
HENHAM, ESSEX**

Drawing: **BOUNDARY PLAN**

Scale: **1:600 at A3**  
Version: **As Shown**  
Date: **01/20/11**  
Checked by: **Complete at Design Engineers Ltd**

Drawing No: **213450/1**

- 12.2.2.** give the Transferor reasonable notice (except in case of emergency) of it's intention to exercise these rights; and
- 12.2.3.** cause as little inconvenience and damage as possible and remedy as soon as reasonably practical any physical damage so caused to the Retained Land; and
- 12.2.4.** indemnify the Transferor against all costs, expenses, damages, claims and liabilities whatsoever arising as a result of the exercising of such rights.

Rights reserved for the benefit of other land

None.

Covenants by the transferee

- 12.3.** The Transferee covenants with the Transferor that the Transferee will;
- 12.3.1.** Within 20 working days of the date hereof to erect a temporary HERAS style fencing between the points marked A and B and B and C on the Plan and thereafter prior to or as soon as may be reasonably practical after commencement of development of the Property to replace such temporary fencing with fences to a specification agreed by the local planning authority and thereafter to keep the same in good and substantial repair and condition.
- 12.3.2.** By way of indemnity only to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the Property and Charges Registers of title number EX726245 in so far as they affect the Property and are still subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.
- 12.4.** The Transferee covenants with the Transferor the benefit of the Retained Land and to bind each and every part of the Property into whomsoever hands it may come not to construct more than 16 dwellings on the Property.

Restrictive covenants by the transferor

None.



Other

- 12.5. The parties hereto agree that the Property will not by virtue of this Transfer have rights or easements or the benefit of any other matters over the Retained Land other than those which are expressly mentioned in or granted by this Transfer and Section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over the Retained Land except as expressly mentioned in or created by this Transfer.

13 Execution

SIGNED as a Deed by the said  
**JAMES WISBEY SMITH** in the  
presence of:-



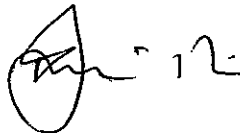
Name:



Signature: CHRIS SMITH

Address: HENHAM NR SY  
HENHAM  
CM22 6BG

SIGNED as a Deed by the said  
**TIMOTHY STEWART SMITH**  
in the presence of:-

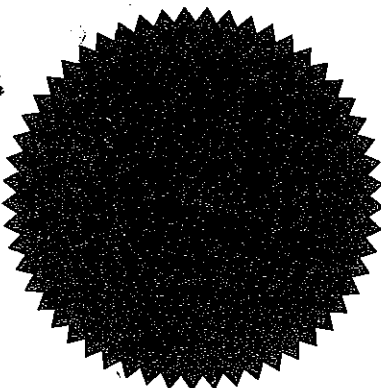


Name: CHRIS SMITH

Signature:



Address: HENHAM NR SY HENHAM CM22 6BG



1



EXECUTED as a Deed by affixing  
the Common Seal of ABBEY  
DEVELOPMENTS LIMITED:-



: Director

: Director/Secretary



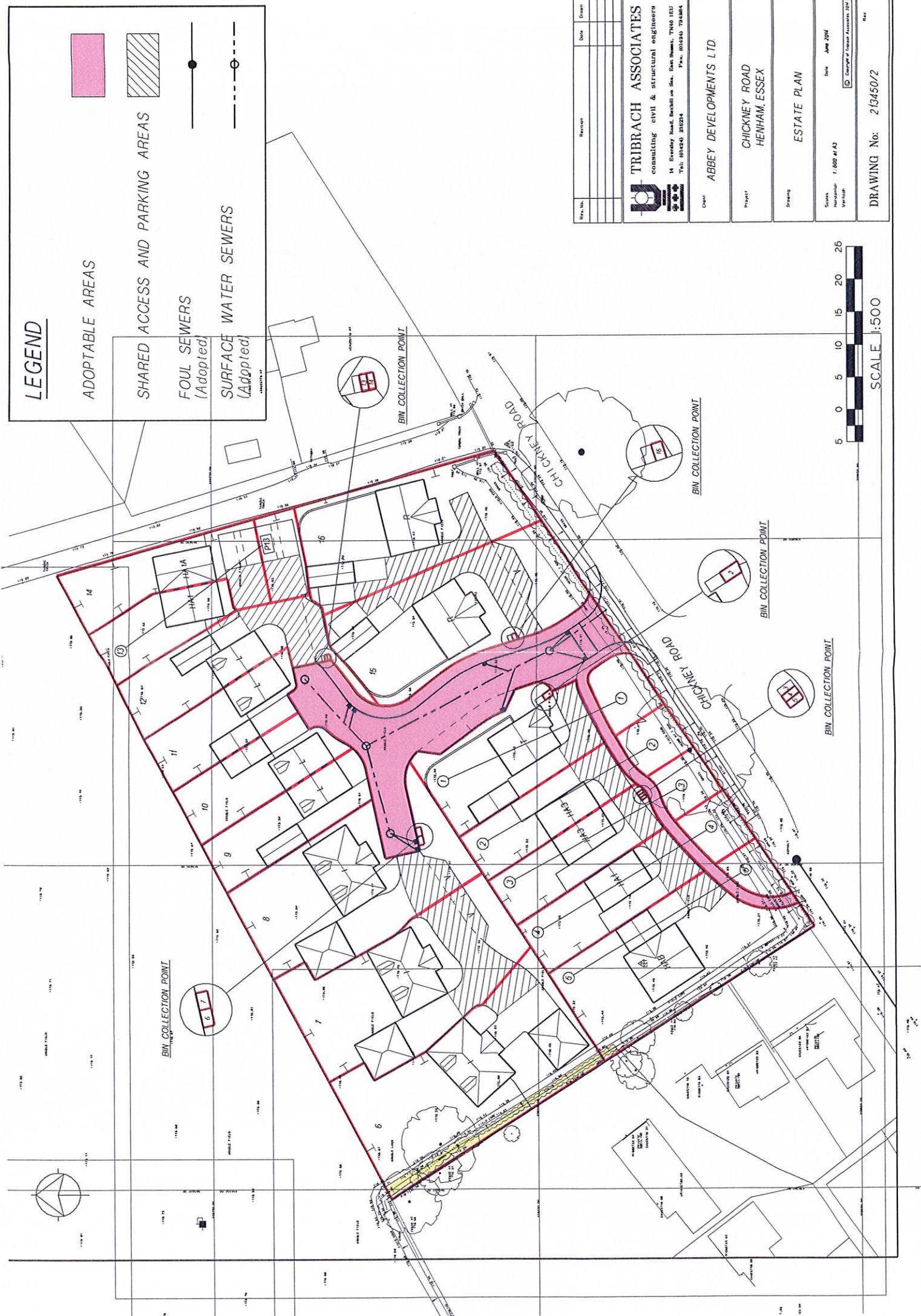
**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.


Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.





Rev. No.	Revision	Date	Drawn



**TRIBRACH ASSOCIATES**  
consulting civil & structural engineers

14 Everetby Road, Barchell on Sea, East Sussex, TN40 1UJ  
Tel: 014240 293234 Fax: 01424 794064

CADAT

**ABBEY DEVELOPMENTS LTD.**

Project

**CHICKNEY ROAD  
HENHAM, ESSEX**

Drawing

**ESTATE PLAN**


Scale

**1:600 @ A3**

Horizontal  
Vertical

Date

**June 2014**



Rev

**DRAWING No: 2/13450/2**





## UTTLESFORD DISTRICT COUNCIL

Council Offices, London Road, Saffron Walden, Essex CB11 4ER  
 Telephone (01799) 510510, Fax (01799) 510550  
 Textphone Users 18001  
 Email [uconnect@uttlesford.gov.uk](mailto:uconnect@uttlesford.gov.uk) Website [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk)

Chief Executive: John Mitchell

Mr David Pellen  
 AAP Architecture  
 Monumnet Business Centre  
 Monument Way East  
 Working  
 Surrey  
 GU21 5LY

Dated: 15 May 2014

### TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

**Application Number: UTT/14/0065/FUL**

**Applicant: Mr Steve Wood**

Uttlesford District Council **Grants Permission for:**

**Erection of 16 No. dwellings with associated garages, parking, access and landscaping with new vehicle and pedestrian access to highway at Land To South West Of Lodge Cottages And Northwest Of Chickney Road Chickney Road Henham Bishops Stortford Hertfordshire CM22 6BG**

**The approved plans/documents are listed below:**

Plan Reference/Version	Plan Type/Notes	Received
P1028/T.01	Floor Plan (proposed)	
P1028/ R.02	Elevations (proposed)	
P1028/R.01	Floor Plan (proposed)	
P1028/HAB.02	Elevations (proposed)	
P1028/HAB.01	Floor Plan (proposed)	
P1028/L.01	Floor Plan (proposed)	
P1028/L.02	Elevations (proposed)	
P1028/L.03	Elevations (proposed)	
P1028/GAR.01	Combined	
P1028/GAR.02	Combined	
P1028/GAR.03	Combined	
P1028/I.03	Elevations (proposed)	
P1028/1.02	Elevations (proposed)	
P1028/1.01	Floor Plan (proposed)	
P1028/07	Combined	
TREE SURVEY	Other	
DESIGN ACCESS	Design and Access Statement	
LF13130	Other	
P1028/02	Other	16/01/2014
P1028/03	Other	16/01/2014

P1028/04	Other	16/01/2014
P1028/06	Other	16/01/2014
P1028/SS/01	Other	16/01/2014
P1028/05	Other	16/01/2014
SJG1090	Levels	16/01/2014
P1028/HA3.02	Elevations (proposed)	16/01/2014
P1028/HA3.01	Floor Plan (proposed)	16/01/2014
P1028/HA1.01	Elevations (proposed)	16/01/2014
P1028/HA1A.01	Combined	16/01/2014
P1028/T.02	Elevations (proposed)	16/01/2014

Permission is granted with the following conditions:

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.  
REASON: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The development hereby permitted shall be carried out in accordance with the approved plans as set out in the Schedule.  
REASON: For the avoidance of doubt as to the nature of the development hereby permitted, to ensure development is carried out in accordance with the approved application details, to ensure that the development is carried out with the minimum harm to the local environment, in accordance with the Policies of the Uttlesford Local Plan (adopted 2005) as shown in the Schedule of Policies
- 3 No demolition or site clearance works or removal of hedgerows or trees shall be carried out on site between the 1st March and 31st August inclusive in any year, unless otherwise approved in writing by the local planning authority.  
  
REASON: To protect roosting birds which use the site in accordance with Policy GEN7 of the Uttlesford Local Plan (adopted 2005).
- 4 Prior to the erection of the development hereby approved (not including footings and foundations) samples of the materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.  
  
REASON: In the interests of the appearance of the development in accordance with Policy GEN2 of the Uttlesford Local Plan (adopted 2005).
- 5 Prior to the erection of the development hereby approved (not including footings and foundations) full details of both hard and soft landscape works shall be submitted to and approved in writing by the local planning authority and these works shall be carried out as approved. These details shall include [for example]:-
  - o proposed finished levels or contours;
  - o means of enclosure;
  - o car parking layouts;

- o other vehicle and pedestrian access and circulation areas;
- o hard surfacing materials;

Soft landscape works shall include [planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; implementation programme].

REASON: The landscaping of this site is required in order to protect and enhance the existing visual character of the area and to reduce the visual and environmental impacts of the development hereby permitted, in accordance with Policies GEN2, GEN8, GEN7, ENV3 and ENV8 of the Uttlesford Local Plan (adopted 2005).

- 6 All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out before any part of the development is occupied or in accordance with the programme agreed with the local planning authority.

REASON: In the interests of the appearance of the site and area in accordance with Policies GEN2, GEN7, ENV3 and ENV8 of the Uttlesford Local Plan (adopted 2005).

- 7 Prior to occupation of any dwelling, the provision of an access formed at right angles to Chickney Road to include but not limited to:
  - o minimum 4.8 metre carriageway width with 2 metre wide footways on both sides
  - o visibility splays with dimension of 90 metres x 2.4 metres x 90 metres as measured from and alongside the nearside edge of the carriageway, such visibility splays shall be retained free of any obstruction in perpetuity.
 Details shall be submitted to and approved in writing with the Local Planning Authority in consultation with the Highway Authority, prior to commencement of development.

Reason: In the interests of highway safety and providing adequate inter-visibility between the users of the access and the existing public highway for the safety and convenience of users of the highway and of the access, in accordance with Uttlesford Local Plan Policy GEN1 (adopted 2005).

- 8 Prior to occupation of any dwelling the parking provision for cars, cycles and powered two wheelers should accord with the requirements of the Parking Standards Design and Good Practice guide dated September 2009 unless otherwise agreed by the Local Planning Authority. Details to be submitted to and agreed in writing with the Local Planning Authority and implemented.

Reason: In the interests of highway safety, efficiency and accessibility, in accordance with Uttlesford Local Plan Policy GEN1 (adopted 2005).

- 9 No development shall commence until a foul water strategy has been submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the foul water strategy so approved unless otherwise approved in writing by the Local Planning Authority.

REASON To prevent environmental and amenity problems arising from flooding, in accordance with Uttlesford Local Plan Policy GEN3 (adopted 2005).

- 10 Prior to the commencement of development a scheme for the provision and implementation of water, energy and resource efficiency measures, during the construction and occupational phases of the development shall be submitted to and agreed, in writing, with the Local Planning Authority. The scheme shall include a clear



timetable for the implementation of the measures in relation to the construction period. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetables as may be agreed.

Reason To enhance the sustainability of the development through better use of water, energy and materials, in accordance with Uttlesford Local Plan Policy GEN2 (adopted 2005).

- 11 Prior to the commencement of development, a scheme for the provision and implementation of rainwater harvesting shall be submitted and agreed, in writing, with the Local Planning Authority. The works/scheme shall be constructed and completed in accordance with the approved plans/specification before occupancy of any part of the proposed development.

Reason To enhance the sustainability of the development through efficient use of water resources, in accordance with Uttlesford Local Plan Policy GEN2 (adopted 2005).

- 12 No site clearance, preparatory work or development shall take place until a scheme for the protection of the retained trees (the tree protection plan) and the appropriate working methods (the arboricultural method statement) in accordance with Clause 7 of British Standard BS5837 - Trees in Relation to Construction - Recommendations has been submitted to and approved in writing by the local planning authority. The scheme shall include:
- o All tree work shall be carried out in accordance with British Standard BS3998 - Recommendations for Tree Work.
  - o No retained tree shall be cut down, uprooted, destroyed, pruned, cut or damaged in any manner within 5 years from the date of the occupation of the building for its permitted use, other than in accordance with the approved plans and particulars, without the prior written approval of the local planning authority.
  - o If any retained tree is cut down, uprooted or destroyed or dies another tree shall be planted at the same place and that tree shall be of such size and species and planted, in accordance with condition (3), at such time as may be specified in writing by the local planning authority,.
  - o No fires shall be lit within 10 metres of the nearest point of the canopy of any retained tree.
  - o No equipment, machinery or structure shall be attached to or supported by a retained tree.
  - o No mixing of cement or use of other contaminating materials or substances shall take place within, or close enough to, a root protection area that seepage or displacement could cause them to enter a root protection area.
  - o No alterations or variations to the approved works or tree protection schemes shall be made without prior written consent of the local planning authority.

The development shall be carried out in accordance with the approved details.

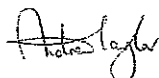
REASON: To ensure the protection of trees within the site in accordance with Policies GEN2, GEN7 and ENV8 of the Uttlesford Local Plan (adopted 2005).

In determining this application, the Local Planning Authority had regard to the following Development Plan Policies:

Policy	Local Plan	Local Plan Phase
NPPF - National Planning Policy Framework		



S7 - The Countryside	Uttlesford Local Plan
GEN1 - Access	Uttlesford Local Plan
GEN2 - Design	Uttlesford Local Plan
GEN7 - Nature Conservation	Uttlesford Local Plan
GEN8 - Vehicle Parking Standards	Uttlesford Local Plan
H9 - Affordable Housing	Uttlesford Local Plan
H10 - Housing Mix	Uttlesford Local Plan



**Andrew Taylor**  
**Assistant Director Planning and Building Control**

**Notes:**

- 1
  - \* This permission does not incorporate Listed Building Consent unless specifically stated.
  - \* The alterations permitted by this consent are restricted to those specified and detailed in the application. Any alteration, demolition or re-building not so specified, even if this should become necessary during the course of the work, must be subject of a further application. It is an offence to carry out unauthorised work to the interior or exterior of a Listed Building in any way, which would affect its character.
  - \* The proposal has been considered against Development Plan policies shown in the schedule of policies. Material planning considerations do not justify a decision contrary to the Development Plan.
  - \* The Development Plan comprises the saved policies of the Uttlesford Local Plan (2005).
  - \* It is the responsibility of the owner to ensure that any conditions attached to an approval are complied with. Failure to do so can result in enforcement action being taken. Where conditions require the submission of matters to and approval by the local planning authority these must be submitted on form "Application for approval of details reserved by condition" available from the Council's web site [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk) and accompanied by the correct fee.
  - \* Your attention is drawn to the need to check with the Council's Building Surveying Section regarding fire-fighting access and the requirements of Section 13 of the Essex Act 1987.
  - \* Your attention is drawn to the Equality Act 2010. The Act makes it unlawful for service providers (those providing goods, facilities or services to the public), landlords and other persons to discriminate against certain groups of people.
  - \* If you intend to pipe, bridge or fill in a watercourse, as part of this development or otherwise, you need to contact the County Highways Authority.
  - \* Under the terms of the Water Resources Act 1991 and Environment Agency Byelaws, the prior written consent of the agency is required for any proposed works or structures in, under, over or within 9 metres of the top of the bank of any main river.
  - \* If you are aggrieved by the decision of the Council to grant permission subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town

and Country Planning Act 1990, section 20 and 21 of The Planning (Listed Buildings and Conservation Areas) Act 1990 or Regulation 15 of The Town and Country Planning (Control of Advertisement) Regulations 1992.

\* If you want to appeal against the Council's decision then you must do so within 12 weeks if it is a Householder application, 6 months for Conservation Area Consent applications, Listed Building applications and all other planning applications or within 8 weeks in relation to Advertisement applications.

\* If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder application) of the date of this notice, whichever period expires earlier.

\* The Inspectorate will publish details of your appeal on the internet. Please only provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so.

\* Appeals must be made using a form available from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at [www.planningportal.gov.uk](http://www.planningportal.gov.uk).

\* If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

- 2
  - (i) All works affecting the highway to be carried out by prior arrangement with, and to the requirements and satisfaction of, the Highway Authority and application for the necessary works should be made to Essex County Council on 0845 603 7631.
  - (ii) The Applicant should provide for agreement, information regarding their drainage proposals i.e. draining by gravity/soakaways/pump assisted or a combination thereof. If it is intended to drain the new highway into an existing highway drainage system, the Developer will have to prove that the existing system is able to accommodate the additional water.
  - (iii) Prior to any works taking place in public highway or areas to become public highway the developer shall enter into an appropriate legal agreement to regulate the construction of the highway works. This will include the submission of detailed engineering drawings for approval and safety audit.
  - (iv) Under Section 23 of the Land Drainage Act 1991, prior written consent from the Lead Local Flood Authority (Essex County Council) is required to construct any culvert (pipe) or structure (such as a dam or weir) to control, or alter the flow of water within an ordinary watercourse. Ordinary watercourses include ditches, drains and any other networks of water which are not classed as Main River.
- 3 The local planning authority has worked with the applicant in a positive and proactive manner in determining this application.
- 4 This Decision Notice must be read in conjunction with an Obligation made under Section 106 of the Town and Country Planning Act 1990, relating to this site/property.



UTTLESFORD DISTRICT COUNCIL

Council Offices, London Road, Saffron Walden, Essex CB11 4ER  
Telephone (01799) 510510, Fax (01799) 510550  
Textphone Users 18001  
DX 200307 Saffron Walden  
Email [uconnect@uttlesford.gov.uk](mailto:uconnect@uttlesford.gov.uk) Website [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk)

Chief Executive: John Mitchell

Abbey Developments Limited  
Abbey House  
2 Southgate Road  
POTTERS BAR  
Hertfordshire  
EN6 5DU

Date: 18<sup>th</sup> August 2014

Your ref: pce/Plan

Our ref: UTT/14/0065/FUL

Please ask for Jeremy Pine on 01799 510460  
email: [jpine@uttlesford.gov.uk](mailto:jpine@uttlesford.gov.uk)

Dear Ms Evans

**RE: LAND TO THE SOUTH WEST OF LODGE COTTAGES AND THE NORTH WEST OF  
CHICKNEY ROAD, HENHAM, ESSEX**

Thank you for your letter dated 14<sup>th</sup> August 2014 enclosing a cheque for £51,366 as the Primary Education Contribution payable to the Council under Part 2 of Schedule 3 of the Section 106 Agreement dated 15<sup>th</sup> May 2014.

The requirements of Part 2 of Schedule 3 are now discharged.

I attach your receipt.

Yours sincerely

*JG Pine*

Jeremy Pine  
Planning Policy / Development Management Liaison Officer





DATED

15<sup>th</sup> May 2014

**UTTLESFORD DISTRICT COUNCIL**

and

**ABBAY DEVELOPMENTS LIMITED**

Section 106 Agreement Relating to Land at Lodge Cottage Chickney Road  
Henham

Michael J Perry  
Assistant Chief Executive  
Ref: CO/009028  
Tel: 01799 510417



## INDEX

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AN AGREEMENT made the fifteenth day of May two thousand and fourteen between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) of the first part **ABBEY DEVELOPMENTS LIMITED** (company registration number 348843) of Abbey House 2 Southgate Road Potters Bar EN6 5DU (hereinafter called "the Owner") of the second part

1. Definitions

- 1.1. "the 1972 Act" shall mean the Local Government Act 1972
- 1.2. "the 1990 Act" shall mean the Town & Country Planning Act 1990
- 1.3. "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999
- 1.4. "the 2011 Act" shall mean the Localism Act 2011
- 1.5. "the Land" shall mean the land on the north side of Chickney Road Henham shown on the Plan edged in red
- 1.6. "Affordable Housing Land" shall mean the land on which the Affordable Housing Units will be constructed in accordance with the Permission
- 1.7. "Affordable Housing Units" shall mean the six (6) units of accommodation to be constructed on the Land for persons unable to compete for housing on the open market
- 1.8. "Affordable Rented Units" shall mean rented housing provided by an Approved Body that has the same characteristics as social rented housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to those in identified housing need at a rent of up to 80% of local market rents inclusive of service charges
- 1.9. "Approved Body" shall mean any registered provider registered with the Homes and Communities Agency or successor organisation anybody organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or any other body organisation or company approved by UDC and which has objects demonstrably

similar to or compatible with or promoting those of a registered social landlord

1.10. "the Development" shall mean the development authorised by the Permission

1.11. "Education Index" shall mean the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) with 1985 equalling 100 or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then and appropriate alternative index nominated by UDC

1.12. "Education Index Point" shall mean a point on the most recently published edition of the Education Index at the time of use

1.13. "Education Purposes" shall mean the provision of facilities for the education and/or care of children between the ages 4 and 11 (both inclusive) to serve the Development including the reimbursement of capital funding for such provision made in anticipation of the payment of the Education Contributions

1.14. "Eligible Person" shall mean a person or persons considered by the Approved Body to be in need of an Affordable Housing Unit who is unable to compete in the normal open market for property in the District of Uttlesford and who (or one of whom) was born in the District of Uttlesford and/or lives in the District of Uttlesford and/or used to live in the District of Uttlesford but has been forced to move away because of a lack of affordable housing in the area and/or has a parent or children who live in the District of Uttlesford

1.15. "Flat" shall mean a Residential Dwelling that occupies a single floor and/or does not benefit from private open space for the exclusive use of the residents of the Residential Dwelling and no other persons

1.16. "HomeBuy Agent" shall mean the zone agent keeping a register of persons seeking shared ownership dwellings for Essex

1.17. "Homes and Communities Agency" shall mean the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation



- 1.18. "House" shall mean a Residential Dwelling that does not meet the definition of a Flat
- 1.19. "Implementation" shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the permission PROVIDED ALWAYS for the purposes of this Agreement Implementation shall exclude:
- a. site survey
  - b. ecological survey
  - c. archaeological survey
  - d. remediation
  - e. erection of fences or hoardings
- and Implement and Implemented shall mutatis mutandis be construed accordingly
- 1.20. "Implementation Date" shall mean the date specified by the Developer to UDC in a written notice served upon UDC as the date upon which the development authorised by the Permission is to be commenced or if no such notice is served the date of Implementation
- 1.21. "Leaseholder" shall mean the person or persons to whom an Affordable Dwelling sold as a Shared Ownership Unit shall be allocated in accordance with this agreement
- 1.22. "Nominated Person" shall mean a person or persons nominated by UDC from their housing register or the HomeBuy Agent to be offered an Affordable Housing Unit by the Approved Body
- 1.23. "Occupation" shall mean occupation of a building constructed as part of the development of the Land for the purposes permitted by the Permission and shall not include day time occupation by workmen involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the temporary storage of plant and material
- 1.24. "Open Market Housing Units" shall mean the dwellings to be constructed in accordance with the Permission which are not Affordable Housing Units

- 1.25. "the Permission" shall mean the planning permission (a draft of which is annexed at Schedule 1) granted by UDC in respect of the Planning Application
- 1.26. "the Plan" shall mean the plan at Schedule 2
- 1.27. "the Planning Application" shall mean the application made by the Developer under reference number UTT/14/0065/FUL for 16 dwellings
- 1.28. "Primary Education Contribution" shall mean the Net Primary Pupil Product multiplied by the cost generator of ten thousand four hundred and twenty six pounds (£10,426) adjusted by the percentage change in build costs from the Education Index Point prevailing at April 2013 to the Education Index Point prevailing at the date of payment
- 1.29. "Primary Pupil Product" shall mean the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3
- 1.30. "Qualifying Flats" shall mean the number of Flats that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms
- 1.31. "Qualifying Houses" shall mean the number of Houses that shall be constructed on the Land that have two or more rooms that may by design be used as bedrooms
- 1.32. "Residential Dwelling" shall mean a unit of residential accommodation to be constructed on the Land or created by conversion of an existing building on the Land in accordance with the Permission
- 1.33. "Shared Ownership Units" shall mean Affordable Housing Units which will be offered for shared ownership by the Owner to persons in need of affordable housing in accordance with Schedule 3
- 1.34. "Working Days" shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year's Day

## 2. Recitals

- 2.1. UDC is the District Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated

2.2. The Owner is registered at HM Land Registry as proprietor of the Land with freehold title under the Title Number EX898468

2.3. The Owner has made the Planning Application to UDC

2.4. UDC and the Owner have agreed to enter into this agreement pursuant to the operative powers described in clause 3 for the purpose of regulating the Development and use of the Land

### 3. Enabling Powers and Obligations

3.1. This agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act.

3.2. Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC

### 4. Obligations undertaken by the Owner

4.1. With the intent that the Land shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this agreement shall be enforceable against the Owner and its successors in title the Owner covenants with UDC to observe and comply with the obligations contained in Schedule 3

4.2. The liability of the Owner under this agreement shall cease once it has parted with its interest in the Land or any relevant part thereof (in which event the obligations of the Owner under this agreement shall cease only in relation to that part or those parts of the Land which is or are transferred by it) but not so as to release it from liability for any breaches hereof arising prior to the transfer

### 5. Obligations Undertaken by UDC

UDC covenants with the Owner to observe and comply with the obligations contained in Schedule 4

6. Notice of Implementation

6.1. The Owner will give UDC not less than 28 days notice of its intention to implement the Permission specifying the intended Implementation Date

6.2. Forthwith upon Implementation the Owner will give UDC notice of Implementation

7. Provisos and Interpretation

7.1. No provision of this agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of its statutory functions or otherwise

7.2. If any provision of this agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected

7.3. No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default

7.4. The obligations under this agreement shall not be enforceable against persons who purchase or take leases of the Residential Dwellings or their successors in title chargees mortgagees or receivers nor against any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function

7.5. Any provision contained in this agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed

7.6. The headings in this agreement do not affect its interpretation

7.7. Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this agreement

7.8. Unless the context otherwise so requires:

7.8.1. references to UDC the Owner include its permitted successors and assigns

7.8.2. references to statutory provisions include those statutory provisions as amended or re-enacted; and

7.8.3. references to any gender include both genders

## 8. Agreements and Declarations

8.1. The obligations contained in Schedule 3 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedule 3) and in the event that the Planning Application is refused or the Permission not implemented and expires the obligations contained in Schedule 3 shall absolutely cease and determine without further obligation upon the Owner or its successors in title

8.2. The obligations contained in Schedules 3 shall absolutely cease and determine without further obligation upon the Owner or its successors in title if the Permission is revoked quashed is modified without the consent of the Owner expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission

8.3. Save as specifically provided in Schedule 3 nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than one relating to the Development)

8.4. This agreement constitutes a Local Land Charge and shall be registered as such provided that UDC will upon the happening of any of the eventualities referred to in paragraphs 8.1. and 8.2. of this Part or upon the determination of this agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this agreement

9. Exclusion of the 1999 Act

For the purposes of the 1999 Act it is agreed that nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement

10. Notices

10.1. Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office

10.2. Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this agreement to be made which are addressed to UDC shall be addressed to the Assistant Director Planning and Building Control of that Council

11. Entire Agreement

This agreement the schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter

12. Costs

Upon the execution of this agreement the Owner will pay the reasonable costs of UDC in connection with the negotiation and preparation thereof

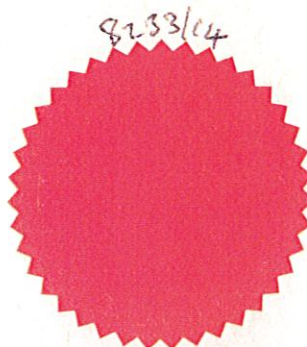
**IN WITNESS WHEREOF** the parties hereto have executed this agreement as a deed the day and year before written

**THE COMMON SEAL OF  
UTTLESFORD DISTRICT COUNCIL**

was hereunto affixed in the presence of:



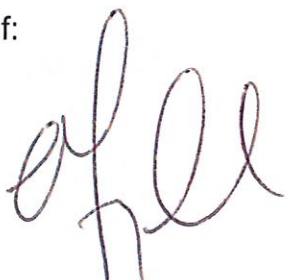
Authorised Signatory



**SIGNED AS A DEED BY  
ABBAY DEVELOPMENTS LIMITED**

in the presence of:

Director

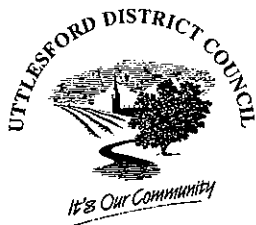


Director/Secretary



**SCHEDULE 1**  
**(The Permission)**





## UTTLESFORD DISTRICT COUNCIL

Council Offices, London Road, Saffron Walden, Essex CB11 4ER  
Telephone (01799) 510510, Fax (01799) 510550  
Textphone Users 18001  
Email [uconnect@uttlesford.gov.uk](mailto:uconnect@uttlesford.gov.uk) Website [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk)

**Chief Executive: John Mitchell**

Mr David Pellen  
AAP Architecture  
Monumnet Business Centre  
Monument Way East  
Working  
Surrey  
GU21 5LY

### TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

**Application Number: UTT/14/0065/FUL**

**Applicant: Mr Steve Wood**

Uttlesford District Council **Grants Permission** for:

**Erection of 16 No. dwellings with associated garages, parking, access and landscaping with new vehicle and pedestrian access to highway  
Land To South West Of Lodge Cottages And Northwest Of Chickney Road Chickney Road  
Henham Bishops Stortford Hertfordshire**

**The approved plans/documents are listed below:**

Plan Reference/Version	Plan Type/Notes	Received
P1028/T.01	Floor Plan (proposed)	
P1028/ R.02	Elevations (proposed)	
P1028/R.01	Floor Plan (proposed)	
P1028/HAB.02	Elevations (proposed)	
P1028/HAB.01	Floor Plan (proposed)	
P1028/L.01	Floor Plan (proposed)	
P1028/L.02	Elevations (proposed)	
P1028/L.03	Elevations (proposed)	
P1028/GAR.01	Combined	
P1028/GAR.02	Combined	
P1028/GAR.03	Combined	
P1028/I.03	Elevations (proposed)	
P1028/1.02	Elevations (proposed)	

P1028/1.01	Floor Plan (proposed)	
P1028/07	Combined	
TREE SURVEY	Other	
DESIGN ACCESS	Design and Access Statement	
LF13130	Other	
P1028/02	Other	16/01/2014
P1028/03	Other	16/01/2014
P1028/04	Other	16/01/2014
P1028/06	Other	16/01/2014
P1028/SS/01	Other	16/01/2014
P1028/05	Other	16/01/2014
SJG1090	Levels	16/01/2014
P1028/HA3.02	Elevations (proposed)	16/01/2014
P1028/HA3.01	Floor Plan (proposed)	16/01/2014
P1028/HA1.01	Elevations (proposed)	16/01/2014
P1028/HA1A.01	Combined	16/01/2014
P1028/T.02	Elevations (proposed)	16/01/2014

Permission is granted with the following conditions:

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.  
REASON: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The development hereby permitted shall be carried out in accordance with the approved plans as set out in the Schedule.  
REASON: For the avoidance of doubt as to the nature of the development hereby permitted, to ensure development is carried out in accordance with the approved application details, to ensure that the development is carried out with the minimum harm to the local environment, in accordance with the Policies of the Uttlesford Local Plan (adopted 2005) as shown in the Schedule of Policies

- 3 No demolition or site clearance works or removal of hedgerows or trees shall be carried out on site between the 1st March and 31st August inclusive in any year, unless otherwise approved in writing by the local planning authority.

REASON: To protect roosting birds which use the site in accordance with Policy GEN7 of the Uttlesford Local Plan (adopted 2005).

- 4 Prior to the erection of the development hereby approved (not including footings and foundations) samples of the materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

REASON: In the interests of the appearance of the development in accordance with Policy GEN2 of the Uttlesford Local Plan (adopted 2005).

- 5 Prior to the erection of the development hereby approved (not including footings and foundations) full details of both hard and soft landscape works shall be submitted to and approved in writing by the local planning authority and these works shall be carried out as approved. These details shall include [for example]:-

- o proposed finished levels or contours;
- o means of enclosure;
- o car parking layouts;
- o other vehicle and pedestrian access and circulation areas;
- o hard surfacing materials;

Soft landscape works shall include [planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; implementation programme].

REASON: The landscaping of this site is required in order to protect and enhance the existing visual character of the area and to reduce the visual and environmental impacts of the development hereby permitted, in accordance with Policies GEN2, GEN8, GEN7, ENV3 and ENV8 of the Uttlesford Local Plan (adopted 2005).

- 6 All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out before any part of the development is occupied or in accordance with the programme agreed with the local planning authority.

REASON: In the interests of the appearance of the site and area in accordance with Policies GEN2, GEN7, ENV3 and ENV8 of the Uttlesford Local Plan (adopted 2005).

- 7 Prior to occupation of any dwelling, the provision of an access formed at right angles to Chickney Road to include but not limited to:
- o minimum 4.8 metre carriageway width with 2 metre wide footways on both sides
  - o visibility splays with dimension of 90 metres x 2.4 metres x 90 metres as measured from and alongside the nearside edge of the carriageway, such visibility splays shall be retained free of any obstruction in perpetuity.
- Details shall be submitted to and approved in writing with the Local Planning Authority in consultation with the Highway Authority, prior to commencement of development.

Reason: In the interests of highway safety and providing adequate inter-visibility between the users of the access and the existing public highway for the safety and convenience of

users of the highway and of the access, in accordance with Uttlesford Local Plan Policy GEN1 (adopted 2005).

- 8 Prior to occupation of any dwelling the parking provision for cars, cycles and powered two wheelers should accord with the requirements of the Parking Standards Design and Good Practice guide dated September 2009 unless otherwise agreed by the Local Planning Authority. Details to be submitted to and agreed in writing with the Local Planning Authority and implemented.

Reason: In the interests of highway safety, efficiency and accessibility, in accordance with Uttlesford Local Plan Policy GEN1 (adopted 2005).

- 9 No development shall commence until a foul water strategy has been submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the foul water strategy so approved unless otherwise approved in writing by the Local Planning Authority.

REASON To prevent environmental and amenity problems arising from flooding, in accordance with Uttlesford Local Plan Policy GEN3 (adopted 2005).

- 10 Prior to the commencement of development a scheme for the provision and implementation of water, energy and resource efficiency measures, during the construction and occupational phases of the development shall be submitted to and agreed, in writing, with the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the construction period. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetables as may be agreed.

Reason To enhance the sustainability of the development through better use of water, energy and materials, in accordance with Uttlesford Local Plan Policy GEN2 (adopted 2005).

- 11 Prior to the commencement of development, a scheme for the provision and implementation of rainwater harvesting shall be submitted and agreed, in writing, with the Local Planning Authority. The works/scheme shall be constructed and completed in accordance with the approved plans/specification before occupancy of any part of the proposed development.

Reason To enhance the sustainability of the development through efficient use of water resources, in accordance with Uttlesford Local Plan Policy GEN2 (adopted 2005).

- 12 No site clearance, preparatory work or development shall take place until a scheme for the protection of the retained trees (the tree protection plan) and the appropriate working methods (the arboricultural method statement) in accordance with Clause 7 of British Standard BS5837 - Trees in Relation to Construction - Recommendations has been submitted to and approved in writing by the local planning authority. The scheme shall include:
- o All tree work shall be carried out in accordance with British Standard BS3998 - Recommendations for Tree Work.
  - o No retained tree shall be cut down, uprooted, destroyed, pruned, cut or damaged in any manner within 5 years from the date of the occupation of the building for its permitted use, other than in accordance with the approved plans and particulars, without the prior written approval of the local planning authority.
  - o If any retained tree is cut down, uprooted or destroyed or dies another tree shall be planted at the same place and that tree shall be of such size and species and planted, in

accordance with condition (3), at such time as may be specified in writing by the local planning authority.

- o No fires shall be lit within 10 metres of the nearest point of the canopy of any retained tree.
- o No equipment, machinery or structure shall be attached to or supported by a retained tree.
- o No mixing of cement or use of other contaminating materials or substances shall take place within, or close enough to, a root protection area that seepage or displacement could cause them to enter a root protection area.
- o No alterations or variations to the approved works or tree protection schemes shall be made without prior written consent of the local planning authority.

The development shall be carried out in accordance with the approved details.

REASON: To ensure the protection of trees within the site in accordance with Policies GEN2, GEN7 and ENV8 of the Uttlesford Local Plan (adopted 2005).

In determining this application, the Local Planning Authority had regard to the following Development Plan Policies:

NPPF - National Planning Policy Framework  
S7 - The Countryside  
GEN1 - Access  
GEN2 - Design  
GEN7 - Nature Conservation  
GEN8 - Vehicle Parking Standards  
H9 - Affordable Housing  
H10 - Housing Mix

Andrew Taylor  
**Assistant Director Planning and Building Control**

**Notes:**

- 1
  - \* This permission does not incorporate Listed Building Consent unless specifically stated.
  - \* The alterations permitted by this consent are restricted to those specified and detailed in the application. Any alteration, demolition or re-building not so specified, even if this should become necessary during the course of the work, must be subject of a further application. It is an offence to carry out unauthorised work to the interior or exterior of a Listed Building in any way, which would affect its character.
  - \* The proposal has been considered against Development Plan policies shown in the schedule of policies. Material planning considerations do not justify a decision contrary to the Development Plan.
  - \* The Development Plan comprises the saved policies of the Uttlesford Local Plan (2005).
  - \* It is the responsibility of the owner to ensure that any conditions attached to an approval are complied with. Failure to do so can result in enforcement action being taken. Where conditions require the submission of matters to and approval by the local planning authority these must be submitted on form "Application for approval of details reserved by condition" available from the Council's web site [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk) and accompanied by the correct fee.
  - \* Your attention is drawn to the need to check with the Council's Building Surveying Section regarding fire-fighting access and the requirements of Section 13 of the Essex Act 1987.

- \* Your attention is drawn to the Equality Act 2010. The Act makes it unlawful for service providers (those providing goods, facilities or services to the public), landlords and other persons to discriminate against certain groups of people.
- \* If you intend to pipe, bridge or fill in a watercourse, as part of this development or otherwise, you need to contact the County Highways Authority.
- \* Under the terms of the Water Resources Act 1991 and Environment Agency Byelaws, the prior written consent of the agency is required for any proposed works or structures in, under, over or within 9 metres of the top of the bank of any main river.
- \* If you are aggrieved by the decision of the Council to grant permission subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990, section 20 and 21 of The Planning (Listed Buildings and Conservation Areas) Act 1990 or Regulation 15 of The Town and Country Planning (Control of Advertisement) Regulations 1992.
- \* If you want to appeal against the Council's decision then you must do so within 12 weeks if it is a Householder application, 6 months for Conservation Area Consent applications, Listed Building applications and all other planning applications or within 8 weeks in relation to Advertisement applications.
- \* If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder application) of the date of this notice, whichever period expires earlier.
- \* The Inspectorate will publish details of your appeal on the internet. Please only provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so.
- \* Appeals must be made using a form available from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at [www.planningportal.gov.uk](http://www.planningportal.gov.uk).
- \* If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

2

- (i) All works affecting the highway to be carried out by prior arrangement with, and to the requirements and satisfaction of, the Highway Authority and application for the necessary works should be made to Essex County Council on 0845 603 7631.
- (ii) The Applicant should provide for agreement, information regarding their drainage proposals i.e. draining by gravity/soakaways/pump assisted or a combination thereof. If it is intended to drain the new highway into an existing highway drainage system, the Developer will have to prove that the existing system is able to accommodate the additional water.
- (iii) Prior to any works taking place in public highway or areas to become public highway the developer shall enter into an appropriate legal agreement to regulate the construction of the highway works. This will include the submission of detailed engineering drawings for approval and safety audit.
- (iv) Under Section 23 of the Land Drainage Act 1991, prior written consent from the Lead Local Flood Authority (Essex County Council) is required to construct any culvert (pipe) or structure (such as a dam or weir) to control, or alter the flow of water within an ordinary watercourse. Ordinary watercourses include ditches, drains and any other networks of water which are not classed as Main River.

- 3 The local planning authority has worked with the applicant in a positive and proactive manner in determining this application.
- 4 This Decision Notice must be read in conjunction with an Obligation made under Section 106 of the Town and Country Planning Act 1990, relating to this site/property.





SITE LAYOUT 1:500

*Handwritten signatures and stamps:*  
 A large red circular stamp with a serrated edge.  
 A handwritten signature in blue ink.  
 A handwritten signature in blue ink.



**Schedule of Accommodation.**

Code	Housetype	No
<b>Private</b>		
I	5 Bedroom House	x 3
R	4 Bedroom House	x 2
T	3 Bedroom House	x 1
L	3 Bedroom House	x 4
<b>Affordable</b>		
HA1	3 Bedroom House	x 2
HA1A	3 Bedroom House	x 1
HA3	2 Bedroom House	x 2
HA3	2 Bedroom House	x 1
<b>TOTAL</b>		<b>6</b>
		<b>16</b>

- KEY**
- SITE BOUNDARY
  - 1.8m LARCH LAP FENCE
  - 1.8m CLOSE BOARD FENCE
  - 1.8m BRICK SCREEN WALL
  - TURF TO GARDENS
  - BLOCK PAVED SURFACE
  - INDICATIVE TREE PLANTING
  - EXISTING TREES TO BE RETAINED
  - EXISTING TREES TO BE REMOVED
  - EXISTING SHRUB PLANTING
  - INDICATIVE SHRUB PLANTING
  - GATE
  - DOOR AND PATIO TO REAR ACCESS
  - DOOR/LEVEL THRESHOLD AND PATH IN CONCRETE SLABS
  - PERSONNEL DOOR TO GARAGE
  - ADDITIONAL WINDOW
  - PRIVATE UNITS
  - AFFORDABLE UNITS
  - SITED FOR SECURE CYCLE STORAGE
  - FOUL SEWER CONNECTION

Rev. Date Description Drawn Checked

Client **Abbey NEW HOME**

Project **Chickney Road Henham CM22 6BG**

Drawing Title **Planning Layout**

Scale **1:500 @ A2**

Date **Dec 2013**

Drawn **BAS** Checked **DGP**

File **P1028-Layout** Drawing Status

Rev. **..** Planning

Dwg No **P1028/01**

APP Architecture Ltd Unit A Monument Business Centre Monument Way East Woking Surrey GU21 5JY Tel 01483 727375 Fax 01483 727375 Web: www.app-arc.co.uk Email: projects@app-arc.co.uk

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Licence number 100020449 **LOCATION PLAN 1:1250**



**SCHEDULE 3**  
**(Obligations entered into with UDC)**

**Part 1**

**Affordable Housing**

1. The six (6) Affordable Housing Units will be of the following type and tenure:  
Affordable Rented Units  
1 x two-bedroomed house  
2 x three-bedroomed houses  
Shared Ownership Units  
1 x two-bedroomed house  
1 x three-bedroomed house  
1 x two-bedroomed bungalow  
Comprising plots 2 - 5 inclusive and plots 13 and 14
2. Prior to Implementation the Owner shall:  
EITHER  
transfer the Affordable Housing Land to an Approved Body as a freehold estate  
OR  
Complete a binding agreement with an Approved Body (proof of which to be supplied to UDC if requested) for the completion of the Affordable Housing Units and the transfer of the Affordable Housing Units and the Affordable Housing Land
3. Not to allow or permit the Occupation of the 6<sup>th</sup> Open Market Housing Unit to be constructed in accordance with the Permission until the six (6) Affordable Housing Units have been substantially completed and are ready for Occupation and transferred to the Approved Body as a freehold estate ( if not already transferred in accordance with paragraph 2. Above)
4. Thereafter no Affordable Housing Unit shall be Occupied unless there is compliance with the following paragraphs 4.1. to 4.5.:  
4.1. Upon completion of the Affordable Housing Units and thereafter the Approved Body will allocate each Affordable Housing Unit to a

Nominated Person provided by UDC or the HomeBuy Agent in accordance with the following provisions;

4.1.1. Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of an Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved Body will give notice thereof to UDC as regards the Affordable Rented Unit and the HomeBuy Agent as regards the Shared Ownership Unit;

4.1.2. Within twenty ((20) Working Days or such other time as is agreed between the Approved Body and UDC of receiving the notice from the Approved Body under the provisions of paragraph 4.1. above as regards an Affordable Rented Unit UDC will give details of the Nominated Person for each Affordable Rented Unit to the Approved Body;

4.1.3. Upon receiving details of the Nominated Person under the provisions of paragraph 4.1.2. above from UDC the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC offer to grant the tenancy of the Affordable Rented Unit to the Nominated Person;

4.1.4. Comply with the requirements of the HomeBuy Agent as to the transfer and lease of the Shared Ownership Unit to the Nominated Person

4.2.If UDC fails to give details of a Nominated Person under the provisions of paragraph 4.1.2. above or the HomeBuy Agent fails to give details of a Nominated Person the Approved Body shall have the right to grant an Affordable Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Approved Body to be in need of an Affordable Housing Unit

4.3.Where UDC fails to give details of a Nominated Person under the provisions of paragraph 4.1.2. above or the HomeBuy Agent fails to

- give details of a Nominated Person and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to paragraph 4.2. above the Approved Body may grant a tenancy of a Affordable Rented Unit or a transfer and lease of a Shared Ownership Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy
- 4.4. In respect of any of the Affordable Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units UDC shall in accordance with paragraph 4.1. above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% (seventy-five per cent) of such vacant Affordable Rented Units
- 4.5. The terms of the tenancy agreements for the Affordable Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of the Homes and Communities Agency
- 4.6. The Approved Body will not:
- 4.6.1. Transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or an occupier of an Affordable Rented Unit who has exercised the right to acquire) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this agreement;
- 4.6.2. Sell let or dispose (except by way of legal charge) of any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with paragraphs 4.1. to 4.5. of this Schedule
- 4.7. The Approved Body will give UDC one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of

any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable Housing Unit to an occupier of a Shared Ownership Unit or an occupier of an Affordable Rented Unit who has exercised the right to acquire

4.8. For the purposes of this paragraph the expression "Mortgagee" shall mean any holder of a mortgage secured upon the Affordable Housing Units and/or the Affordable Housing Land:

A Mortgagee or a receiver appointed by a Mortgagee may exercise its power of sale of the Affordable Housing Units (or any of them) subject to the provisions of the Housing Regeneration Act 2008 and paragraph 4.10. below provided that a Mortgagee shall first give opportunity for:-

(a) an Approved Body to purchase the Affordable Housing Land and Affordable Housing Units erected thereon and have given written notice to UDC at the start of the said period of the name and address of the Approved Body that has been given the opportunity (such purchase to be subject to the provisions of Schedule 3 of this agreement) for a period of one month; and

(b) UDC to purchase the Affordable Housing Land and Affordable Housing Units erected thereon for a further period of one month

(c) then on expiration of both periods referred to above the Mortgagee may dispose of such part of the Affordable Housing Land and Affordable Housing Units erected thereon free from the provisions of this Schedule 3 to the extent necessary to satisfy the sum outstanding under the mortgage but the remaining part of the Affordable Housing Land and Affordable Housing Units erected thereon shall remain subject to the provisions of this Schedule 3 and may only be sold subject to those provisions

4.9. A Leaseholder of a Shared Ownership Unit who has staircased to 100% Ownership and a tenant of an Affordable Rented Unit who exercises the right to acquire shall not be bound by the terms of this agreement

4.10. If the Affordable Housing Units are vested or transferred to another provider pursuant to a proposal made by the Homes and Communities Agency pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Agreement shall continue (notwithstanding clause 4.8. above) in respect of such other provider

4.11. Should the Homes and Communities Agency be abolished and its functions not be replaced by any other statutory body UDC shall fulfil the functions of the HomeBuy Agent

## **Part 2**

### **Education Contribution**

5. Prior to Implementation the Owner shall pay the Primary Education Contribution to UDC
6. The Owner shall pay the Primary Education Contribution to UDC prior to Implementation

#### **SCHEDULE 4**

##### **(Obligations entered into by UDC)**

To ensure the use of the Primary Education Contribution for Education Purposes and if after the tenth (10th) anniversary of the payment of the Primary Education Contribution but no later than one (1) year thereafter there remains any sum unused for the said purposes the Owner or Developer or the party who made the payment may make a request in writing for the repayment of the unused sum together with all interest accrued and this unused sum and any interest accrued shall be repaid by UDC to the Owner or Developer or the party who made the payment within 21 days of making the request PROVIDED THAT where at the said anniversary any legally binding contract has been entered into in respect of the Education purposes the date for calculation of and repayment of any unexpended part of the Primary Education Contribution (together with Interest as provided herein) shall be deemed to be extended until such time as final payment is made under such contract or contracts



**UTTLESFORD DISTRICT COUNCIL**

Council Offices, London Road, Saffron Walden, Essex CB11 4ER  
Telephone (01799) 510510, Fax (01799) 510550  
Textphone Users 18001  
DX 200307 Saffron Walden  
Email [uconnect@uttlesford.gov.uk](mailto:uconnect@uttlesford.gov.uk) Website [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk)

**Chief Executive: John Mitchell**

Abbey Developments Limited  
Abbey House  
2 Southgate Road  
POTTERS BAR  
Hertfordshire  
EN6 5DU

Date: 18<sup>th</sup> August 2014

Your ref: pce/Plan

Our ref: UTT/14/0065/FUL

Please ask for Jeremy Pine on 01799 510460  
email: [jpine@uttlesford.gov.uk](mailto:jpine@uttlesford.gov.uk)

Dear Ms Evans

**RE: LAND TO THE SOUTH WEST OF LODGE COTTAGES AND THE NORTH WEST OF  
CHICKNEY ROAD, HENHAM, ESSEX**

Thank you for your letter dated 14<sup>th</sup> August 2014 enclosing a cheque for £51,366 as the Primary Education Contribution payable to the Council under Part 2 of Schedule 3 of the Section 106 Agreement dated 15<sup>th</sup> May 2014.

The requirements of Part 2 of Schedule 3 are now discharged.

I attach your receipt.

Yours sincerely

*JG Pine*

Jeremy Pine  
Planning Policy / Development Management Liaison Officer





**REPLIES TO SELLER'S PROPERTY INFORMATION FORM (3<sup>rd</sup> edition)**  
**(This form is part of the Law Society's Transaction Scheme)**

**ESTATE: FITZWALTER PLACE CHICKNEY ROAD HENHAM**

Questions	Replies
<p><b>1. <u>BOUNDARIES</u></b></p> <p><b>1.1</b> Who either owns or accepts responsibility for all the boundary walls, fences, hedges, ditches and other boundary features?</p> <p><b>1.2</b> If you answered "not known" which boundaries have you actually repaired or maintained?</p> <p><b>1.3</b> Do you know of any boundary being moved in the last 20 years?</p>	<p><b>1.</b></p> <p><b>1.1</b> Please refer to the Conveyance Plan and to the provisions in the Transfer.</p> <p><b>1.2</b> Not applicable.</p> <p><b>1.3</b> New boundaries have been erected around individual plots in the course of this development but otherwise the Seller does not know of any other boundary being moved.</p>
<p><b>2. <u>DISPUTES</u></b></p> <p><b>2.1</b> Do you know of any disputes or anything which might lead to a dispute about this or any neighbouring property?</p> <p><b>2.2</b> Have you received any complaints about anything you have, or have not, done as owner?</p> <p><b>2.3</b> Have you made any complaints to any neighbour about what the neighbour has or has not done?</p>	<p><b>2.</b></p> <p><b>2.1</b> Please refer to documentation provided</p> <p><b>2.2</b> No.</p> <p><b>2.3</b> No.</p>
<p><b>3. <u>NOTICES</u></b></p> <p><b>3.1</b> Have you either sent or received any letters or notices which affect your property or the neighbouring property in</p>	<p><b>3.</b></p> <p><b>3.1</b> No, save for notices and correspondence relating to the development of this site, copies of which</p>

<p>any way (for example, from or to neighbours, the council or a government department)?</p> <p><b>3.2</b> Have you had any negotiations or discussions with any neighbour or any local or other authority which affect the property in any way?</p>	<p>have been provided.</p> <p><b>3.2</b> Please see above.</p>
<p><b>4. <u>GUARANTEES</u></b></p> <p><b>4.1</b> Are there any guarantees or insurance policies?</p> <p><b>4.2</b> Have you made or considered making claims under any of these?</p> <p><b>4.3</b> Do you have a maintenance or service agreement for the central heating system?</p>	<p><b>4.</b></p> <p><b>4.1</b> The property will have the benefit of an NHBC Buildmark Guarantee - please refer to the provisions contained in the Contract.</p> <p><b>4.2</b> Not applicable as the NHBC Guarantee will not have effect until after completion.</p> <p><b>4.3</b> This is covered under the NHBC Guarantee.</p>
<p><b>5. <u>SERVICES</u></b></p> <p><b>5.1</b> Which services are connected to the property?</p> <p><b>5.2</b> Please supply a copy of the latest water charge account and the sewerage account (if any).</p> <p><b>5.3</b> Is the water supply on a meter?</p> <p><b>5.4</b> Do any drains, pipes or wires for these cross any neighbour's property?</p> <p><b>5.5</b> Do any drains, pipes or wires leading to any neighbour's property</p>	<p><b>5.</b></p> <p><b>5.1</b> All normal services are supplied. Please refer to the specification.</p> <p><b>5.2</b> Not applicable. This is a new property.</p> <p><b>5.3</b> Yes.</p> <p><b>5.4</b> The Buyer must refer to the Services Plan which is available for inspection on site.</p> <p><b>5.5</b> Please see reply to 5.4 above.</p>

cross your property?	
<b>5.6</b> Are you aware of any agreement or arrangement about these services?	<b>5.6</b> Please refer to the documentation provided.
<b>6. <u>SHARING WITH THE NEIGHBOURS</u></b>	<b>6.</b>
<b>6.1</b> Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, boundary or drain?	<b>6.1</b> Please refer to the documentation provided.
<b>6.2</b> Do you contribute to the cost of repair of anything used by the neighbourhood, such as the maintenance of a private road?	<b>6.2</b> Please refer to the documentation provided.
<b>6.3</b> If so, who is responsible for organising the work and collecting the contributions?	<b>6.3</b> Please see documentation provided.
<b>6.4</b> Please give details of all sums paid or owing and explain if they are paid on a regular basis or only as and when work is required?	<b>6.4</b> Please see documentation provided.
<b>6.5</b> Do you need to go on to any neighbouring property if you have to repair or decorate your building or maintain any of the boundaries or any of the drains, pipes or wires?	<b>6.5</b> Please refer to the documentation provided.
<b>6.6</b> If "Yes", have you always been able to do so without objection by the neighbours?	<b>6.6</b> Not applicable as this is a new property and if necessary the appropriate rights are contained in the Transfer.
<b>6.7</b> Do any of your neighbours need to come onto your land to repair or decorate their building or maintain their boundaries or any drains, pipes or wires?	<b>6.7</b> Please refer to the documentation provided.
<b>6.8</b> If so, have you ever objected?	<b>6.8</b> Not applicable as this is a new property

<p><b>7. <u>ARRANGEMENTS AND RIGHTS</u></b></p> <p><b>7.1</b> Is access obtained to any part of the property over private land, common land or a neighbour's land? If so, please specify.</p> <p><b>7.2</b> Has anyone taken steps to stop, complain about or demand payment for such access being exercised?</p> <p><b>7.3</b> Are there any formal or informal arrangements which you have over any of your neighbour's property?</p> <p><b>7.4</b> Are there any other formal or informal arrangements which someone else has over your property?</p>	<p><b>7.</b></p> <p><b>7.1</b> Please refer to the documentation supplied.</p> <p><b>7.2</b> No rights have yet been exercised as this is a new property.</p> <p><b>7.3</b> Please refer to documentation provided.</p> <p><b>7.4</b> Not applicable. This is a new property.</p>
<p><b>8. <u>OCCUPIERS</u></b></p> <p><b>8.1</b> Does anyone other than you live at the property?</p>	<p><b>8.</b></p> <p><b>8.1</b> Not applicable. This is a new property.</p>
<p><b>9. <u>CHANGES TO THE PROPERTY</u></b></p> <p><b>9.1</b> Have there been any changes to the property?</p>	<p><b>9.</b></p> <p><b>9.1</b> This is a new property constructed in accordance with the relevant planning consents and building regulations consent. Copies of all relevant documents have been provided, including where appropriate consents for any restrictions.</p>
<p><b>10. <u>PLANNING AND BUILDING CONTROL</u></b></p> <p><b>10.1</b> Is the property used only as a private home?</p> <p><b>10.2(a)</b> Has the property been designated as a Listed Building or the area designated as a Conservation Area?</p>	<p><b>10.</b></p> <p><b>10.1</b> This is a new property intended to be used only as a private dwelling.</p> <p><b>10.2(a)</b> This is a new building and is therefore not listed. Please rely upon the results of your Local Search.</p>

<p>If so, when did this happen?</p> <p><b>10.2(b)</b> Was planning permission, building regulation approval or listed building consent obtained for each of the changes mentioned in 9?</p> <p><b>10.2(c)</b> If any of the changes in 9 have taken place and the work completed after the 1<sup>st</sup> April 2002, please supply either a FENSA certificate or a building regulation certificate.</p>	<p><b>10.2(b)</b> Yes. Please see documentation provided.</p> <p><b>10.2(c)</b> This is a new property and in accordance with the Contract the NHBC Cover Note will be provided in lieu of the Building Regulation Certificate.</p>
<p><b>11. EXPENSES</b></p> <p>Have you ever had to pay for the use of the property?</p>	<p><b>11.</b></p> <p>Please refer to documentation provided.</p>
<p><b>12. MECHANICS OF SALE</b></p> <p><b>12.1</b> Is this sale dependent on your buying property?</p> <p><b>12.2</b> If "Yes", what stage have the negotiations reached?</p> <p><b>12.3</b> Do you require a mortgage?</p> <p><b>12.4</b> If "Yes", has an offer been received and/or accepted or a mortgage certificate obtained?</p>	<p><b>12.</b></p> <p><b>12.1</b> No.</p> <p><b>12.2</b> Not applicable.</p> <p><b>12.3</b> Not applicable.</p> <p><b>12.4</b> Not applicable.</p>
<p><b>13. DEPOSIT</b></p> <p>Do you have the money to pay a 10% deposit on your purchase?</p>	<p><b>13. DEPOSIT</b></p> <p>Not applicable.</p>
<p><b>14. MOVING DATE</b></p> <p>Please indicate if you have any special requirement about a moving date?</p>	<p><b>14.</b></p> <p>Please refer to the initial letter which sets out the date by which contracts must be exchanged and the accompanying documentation which deals with the completion date.</p>

**PART II**

- A. We confirm this information has been provided by the Seller and is consistent with the information in our possession. Reference must however also be made to the documentation and information that we have provided.
- B. All information in our possession which supplements the information provided by the Seller is provided in the initial package and any additional information which comes to our attention will be supplied as it is available.
- C. Please refer to the Further Information Sheet as to whether there is an indemnity policy. If there is such policy, a copy will be provided with the information pack.

**Seller's Solicitor**.....

**Date**.....