



PLANNING & DEVELOPMENT COMMITTEE

8 NOVEMBER 2018

REPORT OF THE SERVICE DIRECTOR, PLANNING

PURPOSE OF THE REPORT

Members are asked to determine the planning application outlined below:

**APPLICATION NO: 13/0350 – VARIATION OF SECTION 106
AGREEMENT DATED 24TH MARCH 2014
RELATING TO LAND AT PARC EIRIN
TONYREFAIL**

1. PURPOSE OF THE REPORT

To determine the request to vary the content and requirements of the Section 106 agreement dated 24th March 2014 and made between Rhondda Cynon Taf County Borough Council (1) and The Welsh Ministers(2) relating to the development of mixed industrial, residential, community facilities at Parc Eirin Tonyrefail. (Section 106 Agreement).

2. RECOMMENDATION

That members agree the proposed alterations to the Section 106 agreement.

3. BACKGROUND

Outline planning permission was granted under application 13/0350 subject to the Section 106 Agreement. This was an extension of a 2005 planning application (05/1017 approved 12th August 2010) that granted planning permission for residential, industrial and community facilities at Parc Eirin. The application was granted subject to a number of conditions and a section 106 agreement to provide –

- Public open space and to pay a public open space contribution to the Council of £17,815 towards its maintenance.
- A play area contribution of £30,000.00.
- An education contribution of £1,000 per dwelling.
- An affordable housing contribution to the Council equivalent to an onsite provision of 15% of the dwellings as low cost housing and

social rented units and in addition to provide 5% of the onsite dwellings as low cost housing and social rented units.

- Ecological enhancements to the South West of Nant Eirin corridor.
- Transferring land to the Council for a Marsh Fritillary Butterfly habitat together with a contribution of £25,000 towards its maintenance.
- To enter into a highway agreement with the Council to undertake highway works.
- A contribution of 5% to a maximum of £40,000 towards the implementation of a Microprocessor Optimised Vehicular Actuation Scheme (MOVA).
- A contribution of £25,000 for the investigation and maintenance of highways in the vicinity of the development.

A copy of the Section 106 Agreement is attached at **APPENDIX A**
The applicants want to alter a number of the obligations within the Section 106 Agreement. The intention being

- i) to remove elements that have been satisfied,
- ii) remove those elements that due to change in circumstances may no longer be required, and
- iii) amend other provisions to better address the new proposals for the site.

Affordable housing

The existing Section 106 Agreement is based on a provision of affordable housing comprising on site social rented units, on site low cost home ownership units and an offsite financial contribution.

The new proposals for the site are for 45 shared ownership homes to be constructed on site (20% of which will meet the Council's required affordable housing provision) and it is proposed that this would be in lieu of the requirement to pay the offsite affordable housing contribution and the provision of any social rented and low cost home ownership units on site.

In the agreement there is also provision to deal with circumstances where the developer is unable to transfer a low cost affordable housing unit to a nominated purchaser. In these circumstances the Section 106 Agreement allows for the low cost home ownership unit to be sold on the open market provided that the developer immediately transfers the capital equivalent contribution to the Council (i.e. 30% of market value per unit) to facilitate the provision of affordable housing within the

County Borough. It is proposed that this requirement to pay a capital equivalent value be applied to 20% of the shared ownership units but be slightly amended so that the applicant be required to pay the capital equivalent contribution within seven (7) days of the sale of the unit on the open market rather than the current immediate requirement for payment.

Ecological enhancement

The Section 106 Agreement requires a series of works be undertaken to the South West banks of the Nant Eirin to improve the ecology of the area. However, as the site has lain fallow for some years the biodiversity of these embankments has improved naturally and this together with the fact that the approved reserved matters for the residential development element of the site also involves a scheme for the treatment of ditches within the site and a planting scheme for both banks of the stream effectively means that this requirement is redundant. Natural Resources Wales and the Council's ecologist have no objection to the removal of the requirement.

Butterfly habitat

The butterfly habitat land has now been transferred to the Council from the Welsh Government and the necessary financial contribution for its maintenance made. As such there is no longer a need for this requirement to remain.

Highways

Highway works as defined in the Section 106 Agreement remain to be constructed and the Highway Contributions and MOVA contribution remain relevant. However having given further consideration to the issue following discussions with the applicants Highways advise that the matter can be rolled up into one single contribution of £210,000 to meet the costs of these works which will be undertaken by the Council.

Play area contribution

At present the approved details make provision for appropriate levels of onsite play facilities which will be maintained and managed by the development company. The requirement in the Section 106 Agreement to make a contribution of £30,000 towards the provision improvement or maintenance of a play area facility in the area is proposed to remain.

Public open space and play area

The public open space on the site is intended to be maintained and managed by the applicant. The Section 106 Agreement currently requires that the public open space, which equates to the Nant Eirin corridor, be transferred to the Council and a Contribution of £17,815 be paid towards its future maintenance. It is proposed that as the onsite

public open space is to be managed and maintained by the applicant and the Nant Eirin corridor will also be used as part of the drainage scheme for the site that the transfer of this land to the Council is no longer required.

In lieu of this the applicant will transfer to the Council a parcel of land within the site upon which the Council will construct a Local Equipped Area of play (“LEAP”). The play area contribution referred to above together with other contributions from developments in the area may be used to equip and maintain this play area which will be available for all of the residents in the surrounding area.

It is therefore suggested that the provisions in the Section 106 Agreement requiring the transfer of the public open space and payment of the commuted sum be removed and replaced with a requirement to transfer an agreed parcel of land to the Council together with any necessary rights and easements to enable the Council to construct a Local Equipped Area of Play for the use of the surrounding area.

Education contribution

No changes to the agreement are proposed with regard to the education contribution.

Conclusion

In conclusion the requested changes to the Section 106 Agreement are in your officers opinion acceptable and will better reflect the proposed development of the site without any detriment to what has been secured through the original agreement. As such it is recommended that a Deed of Variation to the Section 106 Agreement be entered into

- To remove the requirement to pay an affordable housing contribution equivalent to an onsite provision of 15% of the dwellings as low cost housing units and social rented housing units.
- To provide 20% of the site as affordable housing in accordance with TAN 2.
- To remove the requirement for ecological enhancement of the Nant Eirin corridor.
- To remove the requirement to transfer the butterfly habitat land to the Council and pay the associated maintenance contribution as this has already taken place.
- To remove the requirement to undertake highway improvement works, to remove the financial contribution towards the delivery of a MOVA (£40,000) and to remove the requirement for a further financial contribution for investigation of highways and further

improvements (25,000) and replace this with a single financial contribution totalling £210,000.

- To remove the requirement to transfer the public open space being the Nant Eirin Corridor and the payment of the associated contribution of £17,815 and in its place include a requirement to transfer to the Council and area of land within the site to enable the Council to construct a LEAP.

APPENDIX A
(13/0350)

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

relating to the development of mixed industrial,
residential, community facilities and amenity
space on land at Parc Eirin, Tonyrefail in the
County Borough of Rhondda Cynon Taff

Dated: 24th March 2014

RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL (1)

THE WELSH MINISTERS (2)

"Buffer Zone"	means the area of land between the Industrial/Employment Units and Residential Development on the Site
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out and PROVIDED THAT for the purposes of this Agreement operations in connection with site surveys, ground investigations, site clearance and demolition, archaeological investigations, investigations for assessing the existence degree or nature of any contamination and the erection by means of enclosure for the purposes of site security and to the display of advertisements construction of a public facility substation or gas governor kiosk shall not of themselves constitute material operations "Commence Development" shall be construed accordingly.
"Development"	the Development of the Site for mixed industrial, residential, community facilities and amenity space as set out in the Application
"Development Quality Requirement"	the details and specifications set out in the document "Development Quality Requirements" published by the Welsh Assembly Government and dated July 2005 including any modifications additions or amendments
"Dwelling"	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
"Education Contribution"	means the sum of one thousand pounds (£1,000.00) per Dwelling to provide additional educational facilities within the Tonyrefail area required as a consequence of the Development
"Habitat Transfer Plan"	means the plan attached to this Deed and marked Plan 2
"Highways Agreement"	a written agreement under s.111 Local Government Act 1972 and s.278 Highways Act 1980 to provide for the Highway Works which are of benefit to the public in such terms as may be agreed between the parties

Road) and the A4119 signalised junction to the south Talbot Green

"Nant Eirin Corridor"

means the land shown for identification purposes only edged green on the Plan.

"Nant Eirin Corridor Scheme"

means a scheme for the ecological enhancement of the Nant Eirin Corridor to include the following provisions:-

h (i) the profiling of the right hand bank of the stream within the Nant Eirin Corridor to give a shallower gradient, the bank profile should be varied rather than a straight gradient to vary the habitat created;

ii) the introduction of small deflectors within the channel to manipulate the flow of the stream within the Nant Eirin Corridor into a more meandering regime;

iii) the planting of suitable shrubs along both banks within the Nant Eirin Corridor and an agreed scheme of invasive plant control within that corridor;

iv) to agree a scheme for treatment of ditches within the Site in writing with the Council

v) to ensure all planting is of native and local provenance;

vi) the profiling of the Nant Eirin stream at the east side of the Nant Eirin Corridor and planting of suitable marginal and aquatic plant species within the Site which will create the opportunity of introducing more habitat diversity to the stream.

"Nominated Purchaser"

an Affordable Housing Unit Qualifying Person nominated by the Council in writing as a purchaser for a Low Cost Housing Unit who has been approved by the Council as a purchaser able to pay the Price either in full or by way of a mortgage

"Nominated Registered Social

"Residential Development"	means Dwellings to be constructed on the Site in accordance with the Planning Permission
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan.
"Six Acre Standard"	means the 'Six Acre Standard Guide' published by the National Playing Fields Association including any modifications, additions or amendments
"Social Rented Unit"	an Affordable Housing Unit provided by local authorities and Registered Social Landlords where rent levels have regard to the Welsh Government's guideline rents and benchmark rents
"Substantial Completion"	the works have reached a stage of completeness so that there are no apparent deficiencies or defects in the works and there are no incomplete works the condition or completion of which would prevent normal reasonable and beneficial use.
"Walk Up Flat"	a two storey building comprising one self contained flat on the ground floor and one self contained flat on the first floor with separate entry points and no communal spaces

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development save that this Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Act as if this Deed had been completed pursuant to such an application
- 7.8 No person shall be liable for any breach of any of the planning obligations or the part in respect of which such breach occurs, other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from save that the provisions of this deed contained in clauses 4 to 12 of the Third Schedule shall be enforceable against owner-occupiers or tenants and those deriving title from them of the Affordable Housing Units.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Any sum due under this Deed other than the legal fees referred to in clause 7.1 above shall be paid to the Council care of the Director of Regeneration and Planning Sardis House Sardis Road Pontypridd.
- 7.12 This Deed does not provide any obligation on the Council to adopt the Buffer Zone and/or Nant Eirin Corridor or any balancing pond constructed thereon.

8 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

All that freehold piece and parcel of land at Parc Eirin, Tonyrefail in the County Borough of Rhondda Cynon Taff registered as Land Registry under title CYM2474 and shown edged red on the Plan

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT
Town and Country Planning Act 1990

REMOVAL / VARIATION OF CONDITION

Client's Name and Address
Mrs P Cole
14 Ty Gwyn Crescent
Penylan
Cardiff
CF23 5JL

Applicant's Name and Address (if different)
Ely Bridge Development Company Ltd
Ely Bridge Development Company Ltd
c/o Agent

Part I - Particulars of Application Number 13/0350/15

Proposal: Variation of condition 1 of outline planning permission 05/1017 (dated 12 April 2010) to enable the period of time in which a reserved matters application can be submitted to 4 years, i.e. by 12 April 2014. (Outline Planning permission 05/1017 grants a mixed use development of residential, industrial and community facilities).

Location: LAND AT PARC EIRIN, WILFRIED WAY, TONYREFAIL CF39 8JQ

Grid Ref: 299526, 187605

Part II - Particulars of decision

In pursuance of its powers under the Town and Country Planning Act 1990, the Rhondda Cynon Taf County Borough Council GRANTS permission for the carrying out of the development as specified in the application and plans submitted, subject to the following conditions:-

- 1 a. Approval of the details of the siting design and external appearance of the building(s), the means of access thereto and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority before any development is commenced. b. Application for the approval of the reserved matters shall be made to the Local Planning Authority before the expiration of five years from the date of the permission and the development hereby permitted shall be begun either before the expiration of five years from the date of the permission, or before the expiration of two years from the date of the approval of the last of the reserved matters to be approved whichever is the later.

Reason: To ensure compliance with Section 91-93 of the Town and Country Planning Act 1990

- 2 This consent does not imply the approval of the details of siting, layout or design shown on the submitted masterplan, or as set out in the submitted design statement, technical report or planning statement. These must be

7

The elevations shall have a vertical emphasis with suitably proportioned openings in keeping with the character of the area.

Reason: In the interests of the visual amenity of the area.

8

Details of the design, height and materials of construction of screen and forecourt walls and boundary fences shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development hereby permitted; the approved scheme shall be implemented prior to the first occupation of any of the dwellings.

Reason: In the interests of the visual amenity of the area.

9

A sample and/or detailed specification of all proposed external finishing materials for both buildings and hard surfaced areas shall be submitted to and specifically approved in writing by the Local Planning Authority prior to the commencement of the development hereby approved.

Reason: In the interests of the visual amenity of the area.

10

Details of the proposed levels of the ground floor, access road and driveway in relation to the existing ground level and the finished level of the site shall be submitted to and approved by the Local Planning Authority prior to commencement of work on site and implemented in accordance with this consent.

Reason: These details are not included with the application and are required to ensure that the approved scheme will accord with the surrounding development.

11

Insofar as the proposal relates to housing, the approval is for the principle of residential development on this site and not for any specific number of dwelling units.

Reason: For the avoidance of doubt as to the extent of this consent.

12

The development shall not begin until full details of drainage works have been submitted to and approved by the Local Planning Authority in writing and implemented in accordance with this consent.

Reason: To ensure the satisfactory drainage of the development.

13

Drainage works shall be constructed contemporaneously with the

Planning Authority agree
otherwise in writing.

Reason: In the interests of amenity.

- 18 Notwithstanding the illustrative masterplan, a scheme for the parking and movement of vehicles, cyclists and pedestrians around the site shall be submitted and approved by the Planning Authority. The scheme shall be designed to an appropriate standard, having regard to function, capacity, amenity, safety, community integrity and accessibility for all; and shall be constructed fully in accordance with the approved details.

Reason: In the interests of highway safety and satisfactory design.

Dated: _____ Signed _____
Service Director Planning

NOTES TO APPLICANT:

- 1 If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Welsh Ministers under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.

Appeals must be made using a form which you can get from the Welsh Ministers, Planning Inspectorate at Crown Buildings, Cathays Park, Cardiff CF10 3NQ, or online at www.planningportal.gov.uk/pcs.

The Welsh Ministers can allow a longer period for giving notice of an appeal, but are not normally prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Welsh Ministers need not consider an appeal if it seems to them that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

THIRD SCHEDULE

The Owner's Covenants with the Council

Education

- 1 To pay the Education Contribution to the Council prior to the Commencement of the Residential Development

Affordable Housing

2. Not to occupy or allow permit or suffer more than eighty per cent of the Open Market Housing Units to be Occupied unless the Affordable Housing Contribution has been paid to the Council
3. To construct five percent of the Dwellings as Affordable Housing Units and Social Rented Units in the ratio of 2 one bed Social Rented Units in the form of Walk Up Flats to 1 three bed Low Cost Housing Units in the form of houses.
4. Not to Commence Development or permit or suffer the Commencement of Development until: -
 - 4.1 a scheme for the provision of the Affordable Housing Units required by paragraph 1 of this Schedule has been submitted to an approved in writing by the Council, such approval shall not be unreasonably withheld or delayed and such scheme shall include the following:
 - (a) the location of each Affordable Housing Unit identifying which will be a Low Cost Housing Unit and which a Social Rented Unit;
 - (b) the type of house style proposed for each Affordable Housing Unit by reference to the [reserved matters approval]
 - (c) the standard of finish of the Social Rented Units provided that the Social Rented Units shall be constructed and fitted out to the Development Quality Requirement and all internal and external fixtures fittings finishes kitchen and bathroom units and sanitary ware shall be constructed to and in compliance with the Nominated Registered Social Landlord's required specification
 - (d) the standard of finish of the Low Cost Housing Units provided that the Low Cost Housing Units shall be constructed to the same standard as the Open Market Housing Units and all internal and external fittings finishes kitchen and bathroom units and sanitary ware shall be of equivalent quality as those in the Open Market Housing Units together with all fixtures and fittings that are provided for in the Open Market Units
 - (e) the programme and timetable for the construction and Substantial Completion of the Affordable Housing Units
 - (f) details of the new home warranty (issued by NHBC, Zurich or similar certificate approved by the Council for Mortgage Lenders) that the Owner shall provide to the Nominated Registered Social Landlord or Nominated Purchaser on the transfer of each of the Affordable Housing Units
 - (g) the form of transfer of the Social Rented Units to the Nominated Registered Social Landlord which shall:

- 6.2 simultaneously upon receipt of one peppercorn (receipt of which is hereby acknowledged) from the Council secure the Legal Charge against the Low Cost Housing Unit to secure 30% of the value of the Low Cost Housing Unit
7. Subject to the provisions of paragraphs 5 and 6 of this Schedule the Owner shall not occupy or permit suffer or allow the occupation of more than eighty percent of the Open Market Housing Units without complying with the following provisions:
- 7.2 the Owner has transferred to the Nominated Registered Social Landlord the Social Rented Units in the terms agreed in the scheme and fully constructed in accordance with the scheme approved by the Council under paragraph 2 of this Schedule; and
- 7.3 the Owner has transferred to the Low Cost Housing Units to the Nominated Purchasers in the terms agreed in the scheme and fully constructed in accordance with the scheme approved by the Council under paragraph 4 of this Schedule
- 8.1 The Owner may submit to the Council for approval an alternative method for securing additional on site Affordable Housing (equal to a value not less than that which would have been achieved had the Owner disposed of the Affordable Housing Units to the Nominated Registered Social Landlord or the Nominated Purchasers) including the date by which such provision will be delivered and the Owner shall not occupy or allow permit or suffer more than 80 per cent of the Open Market Housing Units to be Occupied until the alternative proposal has been approved and implemented
- 8.2 If the Owner is unable to comply with the alternative scheme identified in paragraph 8.1 of this Schedule the Owner shall immediately pay to the Council a sum equal to 58 percent of the Acceptable Cost Guidelines for Social Rented Units to be utilised by the Council to facilitate the provision of affordable housing within the County Borough of Rhondda Cynon Taff and on payment of which the Owner will be able to deal with the Social Rented Units as Open Market Housing Units and for the avoidance of doubt following payment by the Owner of the amount referred to in this sub-paragraph the obligations contained within this Schedule will fall away absolutely so that no Social Rented Units shall be required to be constructed as part of the Development
- 9.1 If a Nominated Purchaser is not proposed by the Council for a Low Cost Home Ownership Unit at the date that construction of that Low Cost Home Ownership Unit reaches roof level or if after using all reasonable endeavours the Owner has been unable to dispose of a Low Cost Housing Unit to a Nominated Purchaser the Owner may sell that Low Cost Home Ownership Unit on the open market free from the obligations in this Schedule but subject to paragraph 9.2 and 9.3 below
- 9.2 Provided that such unit is not the last unit in the relevant phase upon the sale of a Low Cost Home Ownership Unit on the open market the Owner shall nominate one of the Open Market Housing Units on the respective phase to be a Low Cost Home Ownership Unit and that Open Market Housing Unit shall become a Low Cost Home Ownership Unit and subject to the provisions of this Schedule from that date and provided that if the Owner has already nominated two Open Market Housing Units as Low Cost Home Ownership Units pursuant to the provisions of this paragraph then the Owner shall not be obliged to nominate any further Open Market Housing Units to be Low Cost Home Ownership Units and paragraph 9.3 of this Schedule shall apply
- 9.3 Unless the Owner shall have nominated a replacement Low Cost Home Ownership Unit pursuant to the provisions of paragraph 9.2 if the Owner sells a Low Cost Housing Unit on the open market in accordance with paragraph 9.1 of this Schedule the Owner shall immediately pay to the Council a sum equal to the 30 percent of the

Public Open Space

19. Not to Commence the Development until a scheme for the provision of the Public Open Space is submitted to and approved in writing by the Council.
20. Not to allow permit or suffer the Occupation of more than 30% of the Dwellings to be occupied unless the Public Open Space has been transferred to the Council
21. To transfer the Pubic Open Space together with all necessary rights to the Council for the sum of One Pound (£1.00)
22. Prior to the transfer of the Public Open Space to the Council the scheme submitted to and approved in writing by the Council under clause 28 above shall be completed.
23. To pay the Public Open Space Contribution to the Council on the date of completion of the transfer of the Public Open Space to the Council pursuant to the provisions of this Schedule completion of the LEAP Transfer

Off Site Play Provision

24. Not to commence the Development until the Play Area Contribution has been paid to the Council

FIFTH SCHEDULE

Transfer

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

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): (£1.00)
- 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

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

Definitions

Rights granted for the benefit of the property

de words of covenant.

Restrictive covenants by the transferor

ert here any required or permitted
lements, certificates or applications
f any agreed declarations and so on.

Other

THIS LEGAL CHARGE made as a Deed the _____ day of _____ 20 []

BETWEEN

1. [] ("the Debtor" which expression shall where the context admits include persons deriving title under the Debtor or entitled to redeem this security) of Plot [] []

2. **RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL** of The Pavilions Cambrian Park Clydach Vale Tonypanydy CF40 2XX ("the Lender" which expression shall where the context admits include persons deriving title under the Lender) of the other part

WITNESSES as follows:

3. In this Deed the following words have the following meanings:

3.1 "Advance" means £ [] which the parties agree represents 30% of the value of the Property at the Date of this Deed

3.2 "Disposal" means: -

- (a) a transfer of the freehold interest to a third party of the Property or any part thereof; or
- (b) the grant of a lease of the whole or part of the Property whether periodic or for a fixed term; or
- (c) the grant of an option enabling a person to call for a disposal as defined in sub-clauses (a) and (b) above; or
- (d) the Property ceasing to be the Debtor's only or principal home

3.3 "Disposal Value" means the value of the Property on the Repayment Date assuming a sale in the open market with vacant possession by a willing seller to a willing purchaser and that the Debtor has performed the covenants contained in the Deed but disregarding the value of any additions or improvements carried out by the Debtor with the written consent of the Lender after the date of this Deed.

3.4 "Exempt Disposal" means: -

- (a) a disposal that is the vesting of the whole of the Debtor's interest in the Property in a person taking under a will or on an Intestacy where such person is a member of the family of the Debtor who has resided with the Debtor throughout the period of 12 months ending with the death of the Debtor and for the purposes of the Deed, a "member of the family" has the same meaning as that contained in section 62 of the Housing Act 1996 (as amended or replaced from time to time); or
- (b) as a result of compulsory purchase
- (c) any person deriving title under the Debtor in accordance with sub-clause (a) above and subject to this Legal Charge shall derive the title subject to a like covenant on their part in favour of the Lender

3.5 "Interest Rate" means 4 percentage points above the base rate for the time being of Barclays Bank PLC.

3.6 "Property" means the property described in the Schedule.

3.7 "Repayment Date" means the date ascertained in accordance with the provisions of clause 7 of this Deed.

- 11.5 to execute and do at the expense of the Debtor all such works and things whatever as may now or at any time during the continuance of this security be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Property or any part thereof or by the owner or occupier thereof.
- 11.6 to obtain all necessary licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by an existing or future legislation in respect of any works carried out by the Debtor on the Property or on any part thereof or of any user thereof during the continuance of this security.
- 11.7 not to make or cause or permit to be made any alteration in or addition to the Property nor carry out any development or change of user on the Property within the meaning of any legislation for the time being relating to Town and Country Planning without the previous consent in writing of the Lender.
- 11.8 within seven days of the receipt thereof to deliver to the Lender full particulars of any notice or order or proposal thereof served or made by a planning authority affecting the Property or any part thereof of which the Debtor has notice and take all necessary steps to comply therewith and in default of such compliance permit the Lender to enter on the Property for the purpose of taking such steps.
- 11.9 at the request of the Lender to make or join with the Lender in making such representations or objections or appeals in respect of any such notice order or proposal as aforesaid as the Lender may reasonably require and to indemnify the Lender against all costs charges and expenses incurred by the Lender in respect of such representations objections and appeals.
- 11.10 to occupy the Property as the Debtor's only or main residence.
12. If default shall at any time be made by the Debtor in the performance of any of the covenants contained in the preceding clause 9 it shall be lawful for but not obligatory upon the Lender to perform the same and to pay all costs and damages occasioned by such default and with power in the case of any failure to repair in accordance with the covenants hereinbefore contained to enter upon the Property without becoming liable to account as mortgagee in possession and all monies expended by the Lender for any such purpose and all costs charges and expenses properly incurred by the Lender in relation to the protection or enforcement of this security whether involving litigation or not and on a complete unlimited and unqualified indemnity basis with interest thereon at the Interest Rate from the time of the same having been expended or incurred shall on demand be repaid to the Lender by the Debtor and until such repayments shall be a charge on the Property **PROVIDED** that the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may or but for the said charge would have for the recovery of monies thereby secured or any part thereof.
13. The Debtor will not without the prior consent in writing of the Lender exercise the power of leasing or agreeing to lease or accepting surrenders of leases conferred on a mortgagee in possession by the Law of Property Act 1925 nor otherwise grant or agree to grant any lease or tenancy of the Property or any part thereof nor confer upon any person any contractual right or interest to occupy the Property or any part thereof.
14. The statutory power of sale and of appointing a receiver shall arise on the date of this Deed and shall be exercisable at any time after this date and Section 103 of the Law of Property Act 1925 (which restricts the exercise of the said power of sale) shall not apply to this security.
15. If the Lender shall enter into possession of the Property or any part thereof the Lender may from time to time go out of such possession and shall not be liable to account as mortgagee in possession while in fact out of such possession Provided that notice of such fact shall within seven days after its happening be served on the Debtor.
16. The provisions of Section 196 of the Law of Property Act 1925 shall apply to all notices to be given under this Deed.

IN WITNESS whereof the Debtor has executed this Deed

Executed as a Deed by
Affixing the Common Seal of
RHONDDA CYNON TAFF COUNTY
BOROUGH COUNCIL
In the presence of:

A.S. Williams

Authorised Signatory

Executed as a Deed by applying
The seal of The Welsh Ministers
The seal of the Welsh Ministers is
Authenticated by [PATRICIA M. CLARKE]
Senior Lawyer who is duly authorised
For that purpose by the Director of Legal Services
By authority of the Welsh Ministers under section
90(2) of the Government of Wales Act 2006

Authorised Signatory

Signed.....
Name... PATRICIA M. CLARKE
Job Title... SENIOR LAWYER

AUTHORITY	
NAME	
SIGNATURE	<i>Schone</i>
DATE	<i>11/3/14</i>
NO.	
TYPE	<i>delega</i>
STATUS	PRS
VICE CHAIR	
DATE	
CERTIFIED	<i>u/f</i>

