On behalf of the Appellant
Farm View, Langley Vale Road, Epsom, Surrey
Appeal Reference: 6006971

Pinsent Masons

Summary of S106 Agreement

1. **PARTIES TO THE SECTION 106 AGREEMENT**

The section 106 agreement is to be entered into between:-

- Epsom and Ewell Borough Council ("**Borough Council**");
- Surrey County Council ("**County Council**");
- Imperium Trust Company Limited ("**Owner**"); and
- Fairfax Aspire Limited ("**Applicant**").

2. **GENERAL APPROACH**

2.1 The planning obligations are secured by deed pursuant to section 106 of the Town and Country Planning Act 1990, and all other enabling powers ("**Agreement**"). The obligations in the Agreement are provided by the Owner to the Borough Council and the County Council.

2.2 The Development comprises up to 110 dwellings including affordable homes (all matters reserved except access from Langley Vale Road). The Agreement is made in the context of the Planning Appeal (PINS reference 6006971) following the Borough Council's refusal of the Application (25/00846/OUT) on 2 March 2026.

2.3 The Agreement is conditional upon the grant of Planning Permission pursuant to the Planning Appeal.

3. **KEY OBLIGATIONS IN THE AGREEMENT**

The key obligations secured through the Agreement are set out in the table below (terms are as defined by the Agreement):

Schedule	Summary of Provision	Obligation in favour of
Schedule 1	**Affordable Housing**	
	The Owner covenants with the Borough Council as follows: • At least 50% of the total number of Dwellings will be delivered as Affordable Housing.	Borough Council

	• The Tenure Mix will be set out within the Affordable Housing Scheme but is intended to be:
	  ○ 70% Affordable Rented Housing Units/Social Rented Housing Units; and
	  ○ 30% Intermediate Housing Units,
	  (rounded to the nearest whole unit number) or any other tenure approved in writing by the Borough Council as part of the Affordable Housing Scheme.
	• Not to Commence Development until the Affordable Housing Scheme has been approved. The Affordable Housing must be laid out in compliance with the approved scheme and must not be visually distinguishable from the Market Units.
	• No more than 50% of the Market Units shall be Occupied until 50% of the Affordable Housing Units have been constructed, made ready for Occupation and transferred to the Registered Provider.
	• No more than 75% of the Market Units shall be Occupied until 100% of the Affordable Housing Units have been made ready for Occupation and transferred to the Registered Provider.
	• The Affordable Housing Units must remain Affordable Housing under the approved Affordable Housing Scheme. This obligation does not bind any Protected Tenant (or their mortgagee or chargee, anyone deriving title from them or any successor in title), or any Chargee subject to compliance with paragraph 5.1.
	• If the Owner has not entered into a binding contract with a Registered Provider for the transfer of the Affordable Units within 12 months of the Commencement of Development, the Owner must notify the Borough Council. The notification must include evidence that the Owner has used reasonable endeavours to enter into a binding contract with at least two Registered Providers. The following shall then apply:
	  ○ If satisfied that reasonable endeavours have been used for at least 3 months, the Borough Council shall calculate the Affordable Housing Contribution in accordance with the Affordable Housing Calculator and payable lieu of the provision of the Affordable Housing Units. The contribution must be paid before first Completion of 60% of the Market Units. The Owner may dispose of the dwellings otherwise designated as Affordable Housing Units as Market Units.	

	○ If not satisfied that reasonable endeavours have been used for at least 3 months, the Borough Council shall service written notice on the Owner requiring reasonable endeavours to be used to secure a contract with a Registered Provider within 6 months. If at the end of the 6-month period the Owner has not been able to enter into such a contract, the provisions in the immediate bullet point above shall apply.	
Schedule 2	**Biodiversity Net Gain – Monitoring Fee**	
	The Owner covenants with the Borough Council that the BNG Monitoring Fee of £6,900 shall be paid prior to Commencement of Development.	Borough Council
Schedule 3	**Travel Plan and Transport**	
	The Owner covenants with the County Council as follows: **Travel Plan Audit Contribution:** • The Travel Plan Audit Contribution of £5,000 must be paid prior to Occupation of Development. **Cycle Travel Voucher:** • To provide a Cycle Travel Voucher (in the amount of £150) to the first Occupier of each Dwelling within 1 month of the first Occupation of each Dwelling. **Car Club Scheme:** • Not to Commence Development until the Car Club Scheme has been approved. The Owner must not Occupy or permit Occupation of the Development until the approved Car Club Scheme has been implemented and is operational. • Not to Occupy or permit Occupation of the Development until the details of the proposed Car Club Provider has been approved in writing by the County Council. • To provide details of the availability of the Car Club and the Car Club Membership Offer (to each first Occupier) within 14 days of first Occupation of a Dwelling. The Car Club Membership Offer means	County Council

	an offer for free membership of the Car Club including £50 worth of driving time credit for a period of 3 years. • To provide the Car Club of the approved Car Club Provider for use by first Occupiers for a continuous 3-year period from 50% of Occupation of the Development. **Car Club Parking Spaces:** • To obtain approval of the details of the proposed location of the Car Club Parking Spaces prior to Commencement of Development. There shall be two Car Club Parking Spaces with a fast charge electric vehicle charging point. • Not to Occupy or permit Occupation of the Development unless the details and location of the Car Club Parking Spaces have been approved and further, the approved Car Club Parking Spaces and Car Club Vehicles must have been provided for use by Occupiers of the Development and residents of the wider community. • To provide the Car Club Parking Spaces and Car Club Vehicles for use by Occupiers of the Development for a continuous 3-year period from 50% of Occupation of the Development. **Bus Service Contribution:** • The Bus Service Contribution of £1,000,000 must be paid in five instalments of £200,000 each: the first prior to Occupation of the first Dwelling, and the remaining upon the first, second, third and fourth anniversaries, respectively, of the first instalment payment.	
Schedule 4	**Police Contribution**	
	The Owner covenants with the Borough Council that the Police Contribution of £28,930.97 will be paid prior to the Occupation of more than 75% of the Dwellings.	Borough Council
Schedule 5	**Open Space, Play Area and Landscaping**	
	The Owner covenants with the Borough Council as follows:	Borough Council

	• The Landscape Management and Maintenance Strategy must be submitted and approved prior to the first Occupation of the Development. The Open Space must thereafter be maintained in accordance with the approved strategy and made available to the public. • The Play Areas Management and Maintenance Strategy must be submitted and approved prior to the first Occupation of the Development. The Play Areas must thereafter be maintained in accordance with the approved strategy and made available to the public.	
Schedule 6	**Borough Council's and County Council's Covenants**	
	The Borough Council and County Council covenant with the Owner as follows: • To use all sums received under the Agreement for the purposes specified in the Agreement or any other purpose for the benefit of the Development as agreed between the Owner and the Borough Council and County Council (as appropriate). • If any sum paid under the Agreement has not been spent (or is not the subject of a binding contract) within 10 years after receipt of the final instalment, the Borough Council or County Council shall repay this amount, together with any interest payable, within 30 working days of a written demand. • To provide evidence to the Owner to confirm the expenditure of the sums paid by the Owner under the Agreement. • Upon written request of the Owner, to provide written confirmation of the discharge of obligations in the Agreement once such obligations have been performed.	Owner