

Bath and North East Somerset Council
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Bath BA1 1JG

Somer Community Housing Trust
The Maltings, River Place
Lower Bristol Rd
Bath, Avon BA2 1EP

Letter Date:
23/12/10

Crest
NICHOLSON

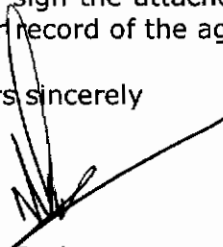
BATH WESTERN RIVERSIDE ("BWR") - AFFORDABLE HOUSING SCHEME

We refer to the outline planning permission and detailed planning permission of today's date in relation to the Bath Western Riverside development. Condition 45 of the outline planning permission and condition 31 of the detailed planning permission require the affordable housing within the development to be provided in strict accordance with the Affordable Housing Scheme of ~~10th December 200~~ 10th December 2010. The Affordable Housing Scheme is attached to this letter.

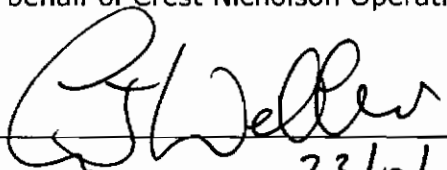
The purpose of this exchange of correspondence is to record the fact that the attached Affordable Housing Scheme has been agreed between Crest Nicholson Operations Limited and Bath and North East Somerset Council. Somer Community Housing Trust who is the proposed affordable housing provider for the affordable housing within the first phase, and potentially subsequent phases, of the development, has also had input into the drafting of the scheme and agrees the scheme insofar as it relates to the role of the affordable housing provider

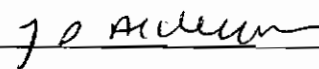
I should be grateful if you would both confirm, on behalf of your respective organisation, your agreement to the terms of this letter and accordingly approval of the attached Affordable Housing Scheme by signing and returning to me this letter. Could you please also at the same time sign the attached copy of the Affordable Housing Scheme as indicated so that there is a clear record of the agreed version of the scheme.

Yours sincerely



Chris Tinker
For and on behalf of Crest Nicholson Operations Limited

Signed: 
23/12/10
For and on behalf of
Bath and North East Somerset Council

Signed: 
15/12/10
For and on behalf of
Somer Community Housing Trust

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For and on behalf of Crest Nicholson Operations Limited

10 December 2010

For and on behalf of Somer Community Housing Trust

For and on behalf of Bath and North East Somerset Council

Bath Western Riverside (BWR) Affordable Housing Scheme

23/12/10

Introduction

This scheme for the delivery of affordable housing at BWR is the scheme referred to in condition 45 in respect of the Outline Planning Permission and condition 31 in respect of the Detailed Planning Permission.

The scheme sets out the basis upon which the Affordable Housing will be delivered as the Development proceeds as required by the relevant conditions.

Phase 1 of the Development shall comprise 484 dwellings, comprising both Affordable Housing and market units

Definitions

Within this document the following terms used have the defined meaning;

"Affordable Housing" means housing made available as Social Rented Units and/or by way of Intermediate Housing to persons in Housing Need

"Affordable Housing Lease" means a lease of the Affordable Housing Units by the Developer as lessor to the Affordable Housing Provider as lessee on terms that must include the following terms:

- (a) the lease must be for a term of not less than 125 years;
- (b) subject to (c) below, the lease must have a ground rent of not more than one pound; and
- (c) in the case of any Affordable Housing Units used as Shared Ownership the lease may include provisions for the payment of a ground rent the same as the Open Market Units after the leaseholder has staircased out to 100%

"Affordable Housing Investment" means in relation to the whole or any Phase or Stage of the Development the total of:

- (a) the relevant aggregate for all Affordable Housing Units within the Development or the relevant Phase or Stage (as the case may be) of the Total Value Per Unit; and
- (b) the Public Funding available for the Development or relevant Phase or Stage (as the case may be)

"Affordable Housing Investment Per Unit" has the meaning given in paragraph 6.1

“Affordable Housing Provider” means a Social Housing Provider who is from time to time the lessee under the Affordable Housing Lease the identity of whom must first be approved by the Council (acting reasonably) and who unless agreed otherwise must:

- (a) have office premises in the City of Bath;
- (b) have a satisfactory track record of delivering and managing affordable housing; and
- (c) be properly capable of delivering the Affordable Housing

“Affordable Housing Units” means the units of Affordable Housing comprising:

- (a) 45% one-bedroom units;
- (b) 46% two-bedroom units; and
- (c) 9% three-bedroom units

or any amendment of the above that may be agreed in writing with the Council prior to a relevant Reserved Matters Application

“Commencement” means the carrying out of a material operation as defined in section 56(4) of the 1990 Act save that for the avoidance of doubt the carrying out of the following shall not constitute a material operation for the purposes of this Scheme and shall not (individually or collectively) amount to Commencement of the Development:

- (a) ground investigation, site investigation and site survey;
- (b) temporary fencing and hoarding;
- (c) archaeological investigations;
- (d) environmental investigations and any enabling or remediation works to the Site;
- (e) site preparation (and for these purposes the term “site preparation” shall not include any works connected with the construction of the development platform or the laying of foundations for the Development);
- (f) site clearance, demolition of existing buildings, structures and infrastructure;
- (g) the laying of sewers and services including the diversion of existing services or the installation of replacement services (including without prejudice to the generality of the foregoing gas mains and gas governors);
- (h) works implemented under the enabling works permissions including the construction of Pines Way Access and which are not implemented pursuant to the Development,

and **“Commence”** or **“Commenced”** in relation to this scheme shall be construed accordingly

“Council” means Bath and North East Somerset Council of Guildhall, High Street, Bath BA1 5AW

“Council Partner Affordable Housing Provider” means Somer Community Housing Trust or such other Affordable Housing Provider that is from time to time on the Council's list of preferred housing providers and which has approved local management and maintenance arrangements in place and is approved by the Council

“Detailed Planning Permission” the detailed planning permission for the Development pursuant to application reference number 06/004013/EFUL

“Developer” means Crest Nicholson Operations Limited or such other person who at the relevant time is carrying out the Development

“Development” means the development of the Site pursuant to the Outline Planning Permission or the Detailed Planning Permission as the case may be

“Homes and Communities Agency” means the Homes and Communities Agency for England and Wales or (where relevant in the context in which the term is used) any replacement regulatory authority with responsibility for administering public subsidy towards the provision of Affordable Housing and/or for regulating Social Housing Providers and **“HCA”** shall be construed accordingly

“Housing Need” means where that person is unable to compete in the local housing market as a result of the relationship between his or her income and the rents or prices of such housing

“Intermediate Housing” means housing made available for Shared Ownership (including through New Build Homebuy) and/or Intermediate Rent and/or Rent to Buy and should be affordable to households with a gross annual income of not more than £45,000 RPIX Indexed or such other gross annual income as may from time to time be agreed between the Affordable Housing Provider and the Council both acting reasonably

“Intermediate Rent” means housing made available for rent where the cost to the occupier is 80% or less than open market rents for similar housing within a radius of 1000 metres of the Site. In the event of dispute on the market rent levels the Affordable Housing Provider as landlord shall have choice to set the rent

“Mortgagee” means any mortgagee or chargee of the Affordable Housing Provider who at the relevant time has a mortgage or charge over the Affordable Housing Lease or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

“Net Receipts” means in relation to any sale of an interest in any Affordable Housing Unit the monies received by an Affordable Housing Provider arising from the sale less (i) reasonable evidenced sale costs (including the reasonable legal costs) incurred by the Affordable Housing Provider; (ii) any part of such monies that may be payable to any Mortgagee; and (iii) any sums properly repayable out of such monies to third party public authorities

“Net Staircasing Receipts” means the Net Receipts from the sale of any further share of the equity or ownership of a Shared Ownership unit following the first acquisition by the occupier of an interest in that Shared Ownership unit

“New Build Homebuy” means housing provided on a shared ownership basis pursuant to Government’s New Build Homebuy scheme or successor or replacement schemes

“Nomination Agreement” means an agreement which provides for the nomination by the Council to an Affordable Housing Provider of occupiers for the Affordable Housing Units giving the Council 100% nomination rights for all initial lettings and 75% nomination rights for second and subsequent lettings substantially in accordance with an agreed nomination procedure within the Council’s partnership agreement with a Council Partner Affordable Housing Provider

“Outline Planning Permission” the outline planning permission for the Development pursuant to application reference number 06/1733/EOUT

“Pepperpotting Plan (25% scheme)” shall mean the scheme set out on the plan attached at Appendix 2 as it may be amended from time to time with the written approval of the Council

“Pepperpotting Plan (30% scheme)” shall mean the scheme set out on the plan attached at Appendix 3 as it may be amended from time to time with the written approval of the Council

“Phase 1” shall mean the development of the area coloured yellow and hatched black on the Phasing Plan

“Phase 1 Pepperpotting Plan Scheme” shall mean the scheme set out on the plan attached at Appendix 4 as it may be amended from time to time with the written approval of the Council

“Phase 2” shall mean the development of the area coloured yellow and cross hatched red on the Phasing Plan

“Phasing Plan” shall mean the plan attached at Appendix 1

“Protected Tenant” means any tenant of an Affordable Housing Unit who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (c) has been granted a shared ownership lease by the Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) in respect of a particular Affordable Housing Unit and the Tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the Tenant owns the entire Affordable Housing Unit

"Public Funding" such grant or other funding by the public sector including by the Council, the Homes and Communities Agency and/or any successor authority, or any other public authority, or any other body, if and to the extent that the Council and the Developer agree such additional grant or other funding benefits the delivery of Affordable Housing on the Site either

- (i) directly by payment to the Affordable Housing Provider (which shall form part of the consideration payable to the Developer for the Affordable Housing Units); or
- (ii) indirectly by allowing funds that would have been committed for the purposes in respect of which such grant or other funding is provided to be used for the provision of Affordable Housing on the Site

but for the avoidance of doubt excluding the already committed £3.7m growth points funding and the Council's £1.8m contribution to the cost of delivering the Destructor Bridge

"Purple Land Pepperpotting Plan Scheme" shall mean the scheme set out on the plan attached at Appendix 6 as it may be amended from time to time with the written approval of the Council

"RPIX Indexed" means indexed by reference to the All Items Retail Prices Index excluding mortgage interest payments and indexed from the date on which the Outline Planning Permission and the Detailed Planning Permission are both granted

"Red and Green Land Pepperpotting Plan Scheme" shall mean the scheme set out on the plan attached at Appendix 5 as it may be amended from time to time with the written approval of the Council

"Rent to Buy" means Intermediate Housing let as Intermediate Rent for a period of up to 5 years during which time the tenant may purchase a share in the dwellings at which point the dwelling reverts to Shared Ownership

"Reserved Matters" means those matters to be submitted for approval by the Council in accordance with condition 3 of the Outline Planning Permission and **"Reserved Matters Application"** shall be construed accordingly

"Reserved Matters Area" means an area of the Site relating to a particular Reserved Matters Application

"Shared Ownership" means Affordable Housing in which the occupier of each Affordable Housing Unit owns a percentage of the equity in the unit (such initial equity not to exceed 75%) and the remainder is owned by an Affordable Housing Provider but with the right for the occupier to purchase further percentages of the equity in the unit up to 100% and for the avoidance of doubt this may include New Build Homebuy units

"Site" the land shown edged red on the Phasing Plan on which the Development is to be carried out and in respect of which this scheme has effect

“Social Housing Provider” means a registered provider of social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008

“Social Rented Units” means rented housing owned and managed by local authorities and/or Registered Providers for which guideline target rents are determined through the national rent regime

“Stage” means that part of the Development carried out on the land:

- (a) Coloured yellow and orange on the Phasing Plan
- (b) Coloured red on the Phasing Plan
- (c) Coloured green on the Phasing Plan
- (d) Coloured purple on the Phasing Plan

each being a separate Stage

“Total Value Per Unit” means in relation to any Affordable Housing Unit the consideration receivable by the Developer from the Affordable Housing Provider for the Affordable Housing Unit by way of premium under the Affordable Housing Lease which includes that Affordable Housing Unit net of any Public Funding paid or payable by the Affordable Housing Provider and where the Affordable Housing Lease includes more than one Affordable Housing Unit such premium shall be apportioned between all the Affordable Housing Units included in the Affordable Housing Lease

“Yellow Land Pepperpotting Plan Scheme” means in respect of the development of the land coloured yellow and orange on the Phasing Plan the indicative scheme for the laying out and provision of the Affordable Housing Units on such land as attached at Appendix 7 as it may be amended from time to time with the written approval of the Council

1. What is to be provided % of affordable housing - Detail of the location, tenure and mix, number and expected phasing and delivery of the Affordable Housing

Subject to the operation of the cascade mechanism set out in paragraph 7 below:-

1.1 not less than 25% of all dwellings within the Development will be provided as Affordable Housing Units.

1.2 cumulatively not less than 25% of all dwellings constructed from time to time as part of the Development shall be Affordable Housing Units when calculated at the end of each relevant Reserved Matters Area.

1.3 Affordable Housing in each Reserved Matters Area within which Affordable Housing is to be provided shall cumulatively have a tenure mix of at least 70% Social Rented Units with the remainder being Intermediate Housing rounded up or down to the nearest whole number of units (provided that the overall cumulative provision of 25% is maintained) an illustration of which based on 2,000 Dwellings is shown in the following table:

Unit Type	% of total	Social Rented	Shared Ownership	Total
1 Bed	45%	65%	35%	225
2 Bed	46%	69%	31%	230
3 Bed	9%	9%	0	45
Total		350	150	500
Total %		70%	30%	100%

1.4 The Affordable Housing on the yellow and orange area shown on the Phasing Plan shall be provided in accordance with the latest approved Yellow Land Pepperpotting Plan Scheme from time to time.

1.5 The Affordable Housing on the red and green land on the Phasing Plan shall be provided in accordance with the latest approved Red and Green Land Pepperpotting Plan Scheme from time to time.

1.6 The Affordable Housing on the purple land on the Phasing Plan shall be provided in accordance with the latest approved Purple Land Pepperpotting Plan Scheme from time to time.

1.7 It is acknowledged that because of the imbalance of tenure mix caused by the nature of the provision of Affordable Housing as part of Phase 1 of the Development the Development will not achieve the 70:30 tenure mix until completion of the 820th Dwelling.

- 1.8 In order to maintain flexibility on the Affordable Housing tenure split, the proportions and types of tenure in paragraph 1.3 above may be varied with the agreement of the Council's Director of Housing and the Developer in relation to a specific Phase of the Development.
2. **How the affordable housing is to be let/sold - Requirement for there to be a Nominations Agreement. Ability to convert Shared Ownership homes to Intermediate Rent if unable to sell and vice versa ie flexibility needed on tenure split, subject to Director of Housing approval.**
- 2.1 Following practical completion of the Affordable Housing Units the Developer shall transfer to one or more Affordable Housing Providers on terms of an Affordable Housing Lease, and a copy of the Affordable Housing Lease will be made available for inspection by the Council on its written request.
- 2.2 In circumstances where Affordable Housing Units within a Reserved Matters Area have been transferred by the Developer to a Affordable Housing Provider which is not a Council Partner Affordable Housing Provider, the Developer shall not occupy any dwellings within such Reserved Matters Area until it has procured that a Nominations Agreement has been entered into in respect of such Affordable Housing Units.
- 2.3 In the event that:
- 2.3.1 the Affordable Housing Provider has used reasonable endeavours to market any Shared Ownership unit (that is available and ready for occupation) for a continuous period of three months without finding an occupier; or
- 2.3.2 the market value of any Shared Ownership unit has fallen below the purchase price paid by the Affordable Housing Provider for that unit,
- then it shall be able to occupy the relevant units as units for Intermediate Rent or Rent To Buy.
- 2.4 The rent paid by tenants for the Social Rented Units shall be charged at target rents as determined by the HCA Guidance from time to time "Rent Influencing Regime - Implementing the Rent Restructuring Framework" (or replacement or successor guidance) with rental increases being limited to those as recommended by the HCA.
- 2.5 In circumstances where Affordable Housing Units within a Reserved Matters Area have been transferred by the Developer to a Council Partner Affordable Housing Provider the Developer shall use reasonable endeavours to procure that such Registered Provider enters into a Nominations Agreement with the Council in respect of such Affordable Housing Units.
- 2.6 The Council shall enter into the Nominations Agreement or shall agree the nomination procedure contemplated in the definition of Nominations Agreement when reasonably

requested to do so by the relevant party seeking to enter into such agreement or seeking to agree such procedure.

3. Standards & Code level - Design and Quality standards or their successor

3.1 The Developer shall provide written confirmation that the provisions of this paragraph 3 have been complied with upon written request from the Council.

3.2 The Affordable Housing Units shall be designed and constructed to meet the HCA's Scheme Design and Quality Standards prevailing at the date of the relevant Reserved Matters Application (or successor or replacement standards as may be agreed by the Developer with the Affordable Housing Provider and the Council).

3.3 Subject to the provisions set out in the cascade mechanism in paragraph 7 below the Affordable Housing Units shall be designed and constructed so as to achieve at least Code Level 3 as published in the Code for Sustainable Homes (or successor or replacement standards as may be agreed by the Developer with the Affordable Housing Provider and the Council at the relevant time and as required to meet the requirements to secure public funding for the Affordable Housing Investment).

3.4 The Affordable Housing Units shall where practicable be designed and constructed to a standard so as to maximise the likelihood of obtaining and maximising the amount of Affordable Housing Investment (providing any extra over costs do not exceed the additional grant).

3.5 Where practicable entrances to the Affordable Housing Units will be independent from and separate to the entrances to the open market units in order that service charges attributable to the Affordable Housing Units can be kept to a reasonable level for those in Housing Need.

3.6 The three-bedroom Affordable Housing Units shall be constructed and provided at ground floor level with access to their own private garden area unless the Council and the Developer agree that in any given case it is impracticable to do so.

4. Perpetuity issues

4.1 Subject to the provisions of this paragraph 4 the Affordable Housing shall be owned or managed by the Affordable Housing Provider and shall be retained for use as Affordable Housing in perpetuity.

4.2 Subject to the provisions of paragraph 4 as from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing other than by:

4.2.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

4.2.2 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any person deriving title from any such purchaser or any successor in title thereto and their respective mortgagees and chargees

and this scheme, Condition 45 of the Outline Planning Permission and Condition 31 of the Detailed Planning Permission shall cease to apply to any such Affordable Housing Unit on it first being used by any person pursuant to paragraphs 4.2.1 and 4.2.2.

4.3 In the event that a Mortgagee takes possession or contemplates exercising its power of sale in respect of any of the Affordable Housing Units then the following procedure must be followed before the Mortgagee is excluded from the perpetuity requirements:

4.3.1 the Mortgagee shall give not less than eight weeks prior notice to the Council of its intention to exercise its power of sale to enable the Council to secure the transfer of the relevant Affordable Housing Unit(s) to an Affordable Housing Provider or to the Council;

4.3.2 the Council shall then have eight weeks from the notice given pursuant to paragraph 4.3.1 within which to respond indicating that arrangements for the transfer of the relevant Affordable Housing Unit(s) can be made in such a way as to safeguard it as Affordable Housing;

4.3.3 if within the eight weeks the Council does not serve its response to the notice served under paragraph 4.3.1 then the relevant Affordable Housing Unit(s) shall be excluded from the perpetuity requirement under paragraph 4.3 and the Mortgagee shall be entitled to dispose of the relevant Affordable Housing Unit(s) free of the restrictions set out in this scheme and on such disposal this scheme, Condition 45 of the Outline Planning Permission and Condition 31 of the Detailed Planning Permission will thereupon cease to apply to the relevant Affordable Housing Unit(s);

4.3.4 if within eight weeks of the date of receipt by it of the notice served under paragraph 4.3.1 the Council serves its response indicating that arrangements can be made in accordance with paragraph 4.3.2 then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer;

4.3.5 the Council shall in formulating or promoting any arrangements referred to in paragraph 4.3.2 and paragraph 4.3.4 give full consideration to protecting the interest of the Mortgagee in respect of moneys outstanding under the charge or mortgage;

4.3.6 if the Council or any other person cannot by the date that is twelve weeks of the date of service of the Mortgagee's notice under paragraph 4.3.1 secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 4.3.4 then the relevant Affordable Housing Unit(s) shall be excluded from the perpetuity requirement under

paragraph 4.3 and the Mortgagee shall be entitled to dispose of the relevant Affordable Housing Unit(s) free of the restrictions set out in this scheme and on such disposal this scheme, Condition 45 of the Outline Planning Permission and Condition 31 of the Detailed Planning Permission will cease to apply to any the relevant Affordable Housing Units and the Council will forthwith issue to the Mortgagee written confirmation that these Conditions do not apply to the relevant Affordable Housing Unit;

- 4.3.7 if the Mortgagee does not wish to exercise its power of sale at any time after the giving of notice under paragraph 4.3.1 or the Council does not wish to continue with the exercise of its powers under paragraph 4.3.4 after the giving of its response under paragraph 4.3.2 that party shall give to the other not less than seven days' written notice of its intention to discontinue; and in the event that the Council gives such notices then the relevant Affordable Housing Unit(s) shall be excluded from the perpetuity requirement under paragraph 4.3 and the Mortgagee shall be entitled to dispose of the relevant Affordable Housing Unit(s) free of the restrictions set out in this scheme and on such disposal this scheme, Condition 45 of the Outline Planning Permission and Condition 31 of the Detailed Planning Permission will cease to apply to any the relevant Affordable Housing Units and the Council will forthwith issue to the Mortgagee written confirmation that these Conditions do not apply to the relevant Affordable Housing Unit;

PROVIDED THAT at all times the rights and obligations in this paragraph 4.3 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage.

- 4.4 For the avoidance of doubt, if as a result of the operation of this paragraph 4 the perpetuity requirements for the use of any of the Affordable Housing Units fall away the prior provision of such units for Affordable Housing shall nevertheless be taken into account in calculating the percentage of Affordable Housing provided as part of the Development.

5. Staircasing receipts/overage/recycled capital grant

- 5.1 The Affordable Housing Provider shall provide written confirmation that the provisions of this paragraph 5 have been complied with upon written request from the Council.
- 5.2 The terms of the lease of each Shared Ownership unit shall provide that in the event that the leaseholder staircases to 100% of the equity of the unit the Affordable Housing Provider shall retain a right for the Affordable Housing Provider to have first opportunity to purchase the unit on the first sale of the unit by the leaseholder following such staircasing.
- 5.3 The rental element of the Shared Ownership shall be at a maximum of 2.25% of retained equity which percentage may from time to time be increased or decreased by agreement with the Council in its absolute discretion on the request of the Developer or the Affordable Housing Provider.

- 5.4 Upon the transfer of any Affordable Housing Units to a Affordable Housing Provider under the terms of an Affordable Housing Lease:
- 5.4.1 the obligations imposed on the Developer in relation to the use and occupation of such Affordable Housing Units and the obligations imposed on the Developer under this paragraph 5 shall be observed and performed by the Affordable Housing Provider and shall cease to be binding on the Developer; and
 - 5.4.2 where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider such obligation shall in relation to such Affordable Housing Units be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question and shall cease to be binding on the Developer.
- 5.5 The Affordable Housing Provider will procure that:
- 5.5.1 a record of all Net Staircasing Receipts are kept; and
 - 5.5.2 that record is made available to the Council upon demand.
- 5.6 The Affordable Housing Provider will procure that any Net Staircasing Receipts (including the net interest accrued thereon) shall not be used other than for any of the purposes and in the manner specified in paragraph 5.8.
- 5.7 The Affordable Housing Provider shall procure that in respect of the first disposal of a completed Social Rented Unit to an occupier acquiring the relevant Social Rented Unit under the right to acquire or any other statutory right the Net Staircasing Receipts or the Net Receipts (as the case may be) from such disposal shall be recycled towards the provision of Affordable Housing in accordance (where applicable) with the HCA's Capital Funding Guide as amended from time to time by the HCA in accordance with the priorities referred to in paragraph 5.8.
- 5.8 The sums to be recycled under paragraph 5.5 to 5.7 (inclusive) may only be used for the following purposes (and subject to the proviso to this paragraph 5.8) in the following order of priority:
- 5.8.1 to improve the affordability of Shared Ownership and/or Intermediate Housing units at first sale or letting or subsequent resales;
 - 5.8.2 the provision of Social Rented Units on the site;
 - 5.8.3 the provision of new build Affordable Housing in the Bath Western Riverside SPD Area;
 - 5.8.4 measures for the provision of Affordable Housing within the Bath Western Riverside SPD Area to include facilitating the acquisition of market housing and/or the conversion and/or refurbishment of existing housing to bring

such housing back into beneficial use to enable it to be occupied by persons in Housing Need which may include schemes for the provision of supported housing;

- 5.8.5 the provision of new build Affordable Housing in the City of Bath;
- 5.8.6 measures for the provision of Affordable Housing within the City of Bath to include facilitating the acquisition of market housing and/or the conversion and/or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied by persons in Housing Need which may include schemes for the provision of supported housing; and
- 5.8.7 measures for the provision of Affordable Housing within the administrative area of the Council to include facilitating the acquisition of market housing and/or the conversion and/or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied by persons in Housing Need which may include schemes for the provision of supported housing

Provided always that if the Affordable Housing Provider has not used any such sums for the purposes listed in paragraphs 5.8.1 to 5.8.6 (having made reasonable efforts to do so) within 6 months of the receipt by the Affordable Housing Provider to do so then the Affordable Housing Provider shall be entitled to use such sums for the purposes specified in paragraph 5.8.7 without any further reference to the priority.

- 5.9 The Affordable Housing Provider shall not be permitted to use any Net Staircasing Receipts or Net Receipts (as the case may be) or part thereof which fall to be used in the manner specified in paragraph 5.7 until it has first provided the Council with details of how it intends to use the monies and has first satisfied the Council that the monies will be expended in a manner which enables the Council to achieve the objectives and priorities set out in paragraph 5.8.

6. Provision of Affordable Housing requirements and net receivable income

- 6.1 For the purposes of paragraph 7 (and subject to indexation pursuant to Paragraph 6.2) the Affordable Housing Investment required per Affordable Housing Unit on which the provision of 25% Affordable Housing in this scheme at the tenure mix referred to at paragraph 1.3 is deliverable ("Affordable Housing Investment Per Unit") is:

Unit Type	Affordable Housing Investment Per Unit
1 Bed Apartment	£179,520
2 Bed Apartment	£209,920
3 Bed Apartment	£251,020

2 Bed House	£225,690
3 Bed House	£251,020

6.2 Such baseline Affordable Housing Investment Per Unit to be RPIX Indexed to the date of Commencement of the relevant phase of Affordable Housing Units, subject to an upper limit that results in the Affordable Housing Investment required for any Affordable Housing Units not exceeding the full market value of that Affordable Housing Unit.

6.3 The Developer and the Affordable Housing Provider shall use reasonable endeavours to maximise the amount of public funding forming part of the Affordable Housing Investment. This shall include making prompt and full applications for additional public funding which may become available from time to time.

7. **Cascade mechanism (upwards and downwards) in the event of the defined income, limited or no public subsidy**

7.1 Increased Provision

7.1.1 If the Affordable Housing Investment available for the Development is such that there is the prospect of more than 25% of the dwellings in the Development being funded for Affordable Housing at the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 then the Council and the Developer shall meet and discuss and use reasonable endeavours to agree alternative ways to deliver the additional Affordable Housing, and in particular the tenure mix, such that an optimum provision of Affordable Housing (which could range between a figure of 25% Affordable Housing and 30% Affordable Housing) results from the operation of this paragraph 7.1.1 provided that the provision of Affordable Housing shall not in any event (for the purposes of condition 45 in respect of the Outline Planning Permission and condition 31 in respect of the Detailed Planning Permission) exceed the agreed maximum 30% figure. As part of any agreement reached under this sub-paragraph the Council and the Developer shall agree appropriate amendments to the trigger points contained in the said condition 45 and condition 31, having regard to the practicalities of the delivery of the additional Affordable Housing. The Developer shall provide such additional Affordable Housing as is agreed.

7.1.2 Without prejudice to the generality of paragraph 7.1.1 and having regard to the continuing obligation in paragraph 6.3 in the event that:

- (a) the mix for each type of Affordable Housing Unit within Phase 1 is as set out in the table at paragraph 7.1.3 and,

- (b) the Affordable Housing Investment available for Phase 1 is £23,539,201 RPI Indexed to the date of Commencement of Phase 1 and,
- (c) the Affordable Housing Investment available for Phase 2 based upon the anticipated Phase 2 unit mix and unit size set out in the Pepperpotting Plan (30% scheme) is properly confirmed by the Developer prior to the submission of the first Reserved Matters Application for Phase 2 at not less than £22,303,782 RPIX Indexed to the date of Commencement of Phase 2,

THEN the Developer agrees to increase the proportion of Affordable Housing Units within Phase 1 and Phase 2 to 30% of the total number of all dwellings within the Phase 1 and Phase 2 area (at an appropriate tenure mix) and furthermore to increase the minimum Code level of all dwellings left to be built to the minimum of Code for Sustainable Homes level 4.

7.1.3

Unit Type	Number of units	Affordable Housing Investment Per Unit social rented units	Affordable Housing Investment Per Unit - shared ownership units	Total
1 Bed Apartment	66	£179,520	£179,520	£11,848,320
Number of units		47	19	
2 Bed Apartment	49	£209,920	£209,920	£10,286,080
Number of units		32	17	
3 Bed Apartment		£251,020	£251,020	
Number of units		0	0	
2 Bed House	4	£225,690	£225,690	£902,761
Number of units		4	0	
3 Bed House	2	£251,020	£251,020	£502,040
Number of units		2	0	
Total	121			£23,539,201

- 7.1.4 Provided the requirements in the Table at paragraph 7.1.3 are met the Developer shall deliver the Affordable Housing Units within Phase 1 as detailed in Appendix 8. In relation to the 21 Affordable Housing Units in the Table at paragraph 7.1.3 in respect of which Public Funding has not yet been secured at the date of the Scheme (being the 21 Affordable Housing Units within Block B8), the obligation in paragraph 6.3 to use reasonable endeavours shall apply to Public Funding for those 21 units, and if that Public Funding is confirmed as committed prior to the commencement of construction of those 21 units then they shall be delivered as Affordable Housing pursuant to this Scheme (and for the avoidance of doubt construction of those units shall not commence within 12 months following the date of this Scheme unless otherwise agreed between the Council and the Developer).
- 7.1.5 Insofar as the requirements of paragraph 7.1.1 are met but are not sufficient to increase the amount of Affordable Housing to 30% then the Developer shall agree with the Council the mix, tenure and disposition of the additional Affordable Housing Units to be provided over and above the baseline 25% provision and shall update the Yellow Land Pepperpotting Plan Scheme accordingly.
- 7.1.6 In respect of the Development to be provided on the land coloured red and green (as the case may be) on the Phasing Plan provided that the Developer properly confirms prior to the submission of the relevant Reserved Matters Applications for development on the land coloured red and green (as the case may be) on the Phasing Plan that the Affordable Housing Investment when calculated on a value per unit basis accords with the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 then the overall level of Affordable Housing Units within the red and green (as the case may be) on the Phasing Plan shall be 30% (at an appropriate tenure mix) of the overall number of dwellings to be provided within the land coloured red and green (as the case may be) on the Phasing Plan which shall be provided in accordance with the land coloured Red and Green Land Pepperpotting Plan Scheme.
- 7.1.7 In respect of the Development to be provided on the land coloured purple on the Phasing Plan provided that the Developer properly confirms prior to the submission of the relevant Reserved Matters Applications for development on the land coloured purple on the Phasing Plan that the Affordable Housing Investment when calculated on a value per unit basis accords with the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 then the overall level of Affordable Housing Units within the land coloured purple on the Phasing Plan shall be 30% (at an appropriate tenure mix) of the overall number of dwellings to be provided within the land coloured purple on the Phasing Plan which shall be provided in accordance with the Purple Land Pepperpotting Plan Scheme.

7.2 Reduced Provision

This section 7.2 applies provided that paragraph 6.3 has been complied with.

7.2.1 Prior to the engagement of the remaining provisions at paragraph 7.2 if a party contemplates that the amount of Affordable Housing Investment available for any Phase or Stage within the Development is such that the available Affordable Housing Investment will provide a level of Affordable Housing such that the total amount of Affordable Housing delivered at the end of that Phase or Stage would fall below the level of 25% of the total number of dwellings delivered at the end of that Phase or Stage and seeks to rely on this paragraph 7.2 then written notice shall be served on the Council and any contracted Affordable Housing Provider by the Developer and the intention shall be to agree the optimum alternative provision of Affordable Housing and the following process shall apply:

- (a) the Council and the Developer and any contracted Affordable Housing Provider shall meet (and may meet more than once) within 28 days (or longer period as the parties may agree) of the service of the notice and discuss in good faith the reasons for the under provision and discuss alternatives that may avoid an under provision and in particular variations to the tenure mix; and
- (b) the parties may agree to schedule more meetings within or beyond the (minimum) 28 day period referred to in (a);
- (c) after the later of the (minimum) 28 day period referred to in (a) and the final meeting referred to in (b) there shall be a further 14 day period (or longer period as the parties may agree), which will give the parties the opportunity to consider all relevant matters and discuss with third parties such as the HCA the position; and then
- (d) the Developer shall provide such alternative Affordable Housing as may be agreed during the process set out at (a), (b) and (c).
- (e) subject to any agreement arising out of the meetings and discussions at (a), (b) and (c) the Developer may serve written notice that it invokes the provisions of the rest of this paragraph 7.2 regarding the reduced provision of Affordable Housing.

7.2.2 It is anticipated at the date of this Affordable Housing scheme that the amount of Affordable Housing Investment which is sufficient for the following level of Affordable Housing Units to be delivered in Phase 1 is £23,539,201, calculated as follows:

Unit Type	Number of units	Affordable Housing Investment Per Unit social rented units	Affordable Housing Investment Per Unit shared ownership units	Total
1 Bed Apartment	66	£179,520	£179,520	£11,848,320
Number of units		47	19	
2 Bed Apartment	49	£209,920	£209,920	£10,286,080
Number of units		32	17	
3 Bed Apartment		£251,020	£251,020	
Number of units		0	0	
2 Bed House	4	£225,690	£225,690	£902,761
Number of units		4	0	
3 Bed House	2	£251,020	£251,020	£502,040
Number of units		2	0	
Total	121			£23,539,201

7.2.3 To the extent that this proves not to be the case and this amount of Affordable Housing Investment is not available at this level for all 121 units within Phase 1 then the number of Affordable Housing Units to be provided within Phase 1 shall be reduced to accord with the number of Affordable Housing Units which can be funded by reference to the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 at the amount of Affordable Housing Investment which is available and the Council and the Developer and any contracted Affordable Housing Provider shall cooperate together to review the dwelling and tenure mix of the Affordable Housing Units to be provided in Phase 1 and will update the Phase 1 Peppercotting Plan Scheme accordingly.

7.2.4 In respect of Phase 2, to the extent that the amount of Affordable Housing Investment available for Phase 2 is less than £15,815,052 then the overall number of Affordable Housing Units to be provided within Phase 2 shall be reduced to the number of Affordable Housing Units which can be funded by reference to the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 at the amount of Affordable Housing Investment

which is available and the Council, the Developer and any contracted Affordable Housing Provider shall cooperate together to review the dwelling and tenure mix of the Affordable Housing Units to be provided in Phase 2 and will update the relevant part of the Yellow Land Pepperpotting Plan Scheme accordingly.

- 7.2.5 In respect of land coloured red and green (as the case may be) on the Phasing Plan, to the extent that the amount of Affordable Housing Investment available for such land cannot fund 25% Affordable Housing by reference to the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 then the overall number of Affordable Housing Units to be provided on the land coloured red and green (as the case may be) on the Phasing Plan shall be reduced to the number of Affordable Housing Units which can be funded by reference to the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 at the amount of Affordable Housing Investment which is available and the Council the Developer and any contracted Affordable Housing Provider shall cooperate together to review the dwelling and tenure mix of the Affordable Housing Units to be provided on the land coloured red and green (as the case may be) on the Phasing Plan and will update the Red and Green Land Pepperpotting Plan Scheme accordingly.
- 7.2.6 In respect of the land coloured purple on the Phasing Plan, to the extent that the amount of Affordable Housing Investment available for such land cannot fund 25% Affordable Housing by reference to the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 then the overall number of Affordable Housing Units to be provided on the land coloured purple on the Phasing Plan shall be reduced to the number of Affordable Housing Units which can be funded by reference to the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 at the amount of Affordable Housing Investment which is available and the Council the Developer and any contracted Affordable Housing Provider shall cooperate together to review the dwelling and tenure mix of the Affordable Housing Units to be provided on the land coloured purple on the Phasing Plan and will update the Purple Land Pepperpotting Plan Scheme accordingly.
- 7.2.7 As part of the discussions between the Council and the Developer and any contracted Affordable Housing Provider under this sub-paragraph 7.2 leading to a reduced provision of Affordable Housing the parties shall agree appropriate amendments to the trigger points contained in condition 45 in respect of the Outline Planning Permission and condition 31 in respect of the Detailed Planning Permission, having regard to the practicalities of the delivery of the reduced Affordable Housing.

7.3 Review Provision

Subject to Paragraph 8.2, six months prior to the submission of the first Reserved Matters Application for Phase 2 and subsequently six months prior to the first Reserved Matters Application for subsequent Phases (as determined under the Phasing Plan approved pursuant to conditions attached to the relevant planning permission) the Council, the Developer and any contracted Affordable Housing Provider will review the performance of the Affordable Housing scheme for preceding Phases with a view to agreeing any amendments reasonably necessary for the ongoing implementation of the said scheme for such next Phase provided that it is acknowledged that the amount of provision of Affordable Housing, the Affordable Housing Investment Per Unit provided for in paragraphs 6.1 and 6.2 and the triggers for the provision of Affordable Housing (subject to Section 7 - the cascade mechanism) shall not change as a result of the review.

8. **Approvals**




8.1 Where the approval, agreement or consent of the Council is required in relation to any matters under this scheme, such approval, agreement or consent shall not be unreasonably withheld or delayed.

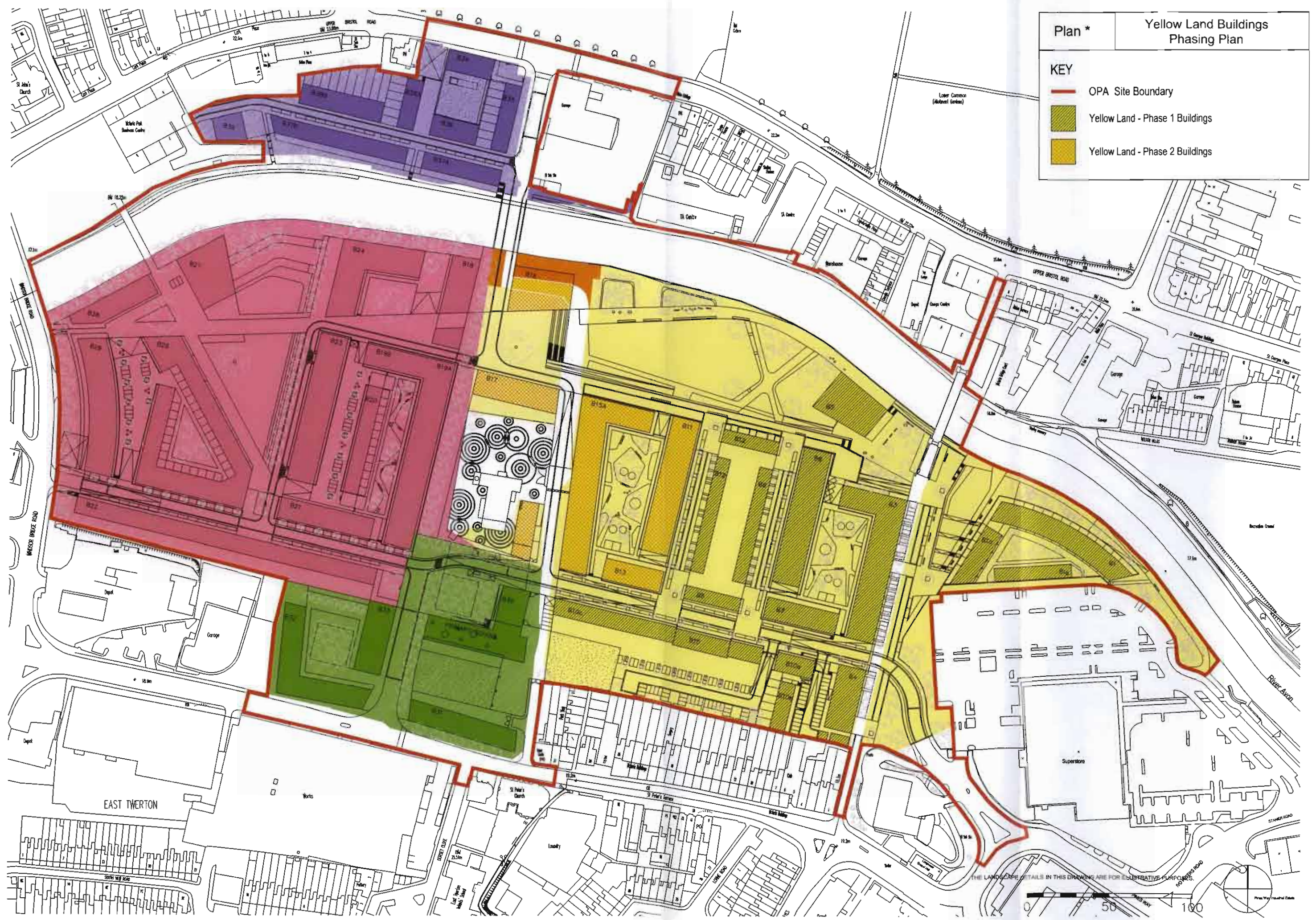
8.2 The Council agrees that no amendment or variation to the provisions of paragraph 4 (Perpetuity Issues) of this scheme will be made without the prior consent of the relevant Affordable Housing Provider and any relevant mortgagee.

9. **Outline Planning Permission/Detailed Planning Permission**

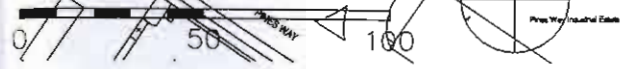
9.1 It is agreed that this scheme covers the Affordable Housing to be provided under both the Outline Planning Permission and the Detailed Planning Permission. Development under the Detailed Planning Permission comprises 299 residential units to be constructed as part of Phase 1 within the area coloured yellow and hatched black on the Phasing Plan. The references in this scheme to Reserved Matters, Reserved Matters Application and Reserved Matters Area and other provisions applicable only to the Outline Planning Permission are therefore not relevant to development taking place pursuant to the Detailed Planning Permission.

APPENDIX 1


Plan *	Yellow Land Buildings Phasing Plan
KEY	
	OPA Site Boundary
	Yellow Land - Phase 1 Buildings
	Yellow Land - Phase 2 Buildings

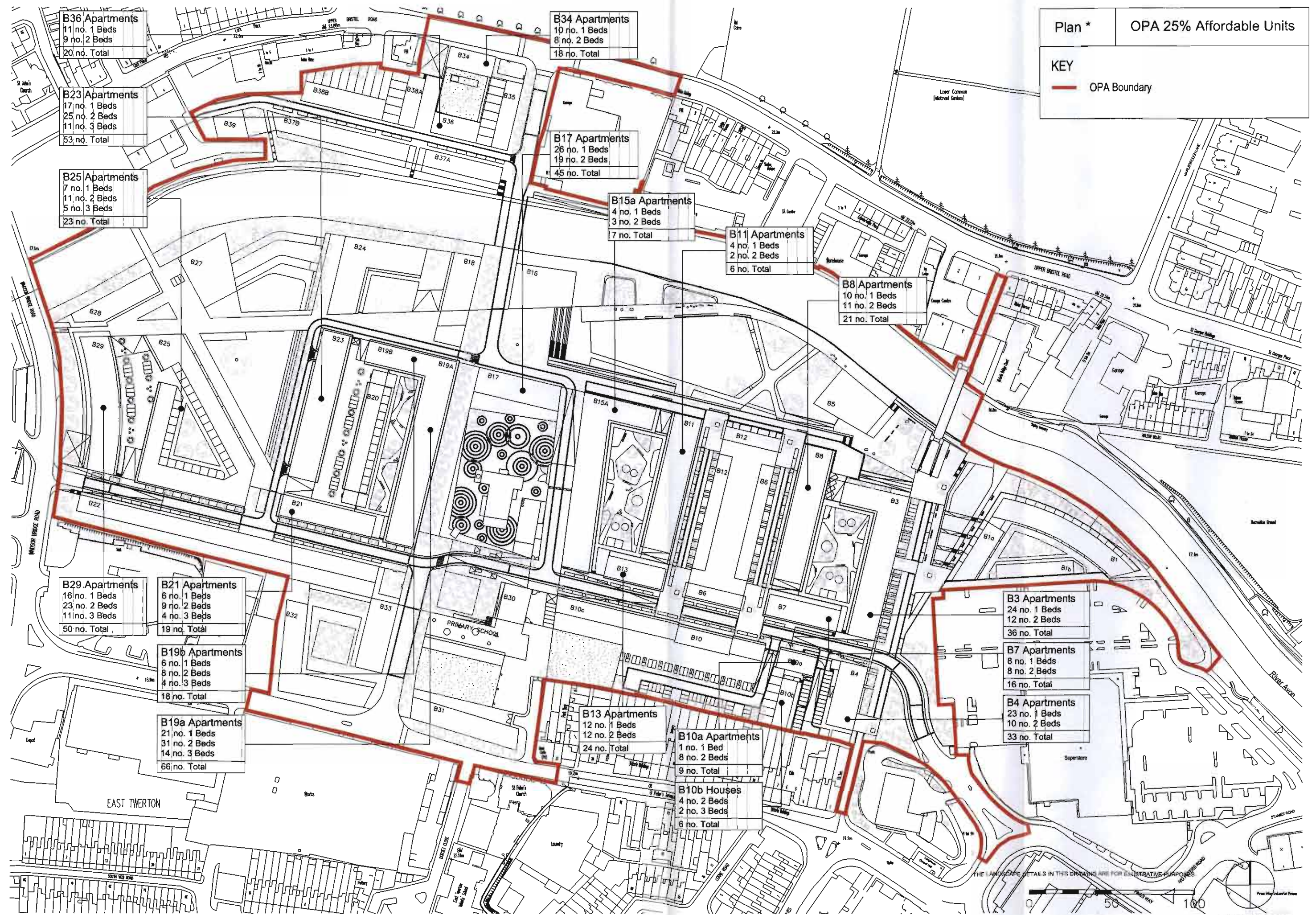


THE LANDSCAPE DETAILS IN THIS DRAWING ARE FOR ILLUSTRATIVE PURPOSES.



APPENDIX 2

Plan *	OPA 25% Affordable Units
KEY	
	OPA Boundary



B36 Apartments
 11 no. 1 Beds
 9 no. 2 Beds
 20 no. Total

B34 Apartments
 10 no. 1 Beds
 8 no. 2 Beds
 18 no. Total

B23 Apartments
 17 no. 1 Beds
 25 no. 2 Beds
 11 no. 3 Beds
 53 no. Total

B17 Apartments
 26 no. 1 Beds
 19 no. 2 Beds
 45 no. Total

B25 Apartments
 7 no. 1 Beds
 11 no. 2 Beds
 5 no. 3 Beds
 23 no. Total

B15a Apartments
 4 no. 1 Beds
 3 no. 2 Beds
 7 no. Total

B11 Apartments
 4 no. 1 Beds
 2 no. 2 Beds
 6 no. Total

B8 Apartments
 10 no. 1 Beds
 11 no. 2 Beds
 21 no. Total

B29 Apartments
 16 no. 1 Beds
 23 no. 2 Beds
 11 no. 3 Beds
 50 no. Total

B21 Apartments
 6 no. 1 Beds
 9 no. 2 Beds
 4 no. 3 Beds
 19 no. Total

B3 Apartments
 24 no. 1 Beds
 12 no. 2 Beds
 36 no. Total

B19b Apartments
 6 no. 1 Beds
 8 no. 2 Beds
 4 no. 3 Beds
 18 no. Total

B7 Apartments
 8 no. 1 Beds
 8 no. 2 Beds
 16 no. Total

B19a Apartments
 21 no. 1 Beds
 31 no. 2 Beds
 14 no. 3 Beds
 66 no. Total

B4 Apartments
 23 no. 1 Beds
 10 no. 2 Beds
 33 no. Total

B13 Apartments
 12 no. 1 Beds
 12 no. 2 Beds
 24 no. Total

B10a Apartments
 1 no. 1 Bed
 8 no. 2 Beds
 9 no. Total

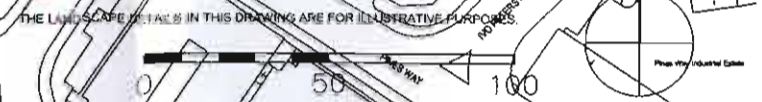
B10b Houses
 4 no. 2 Beds
 2 no. 3 Beds
 6 no. Total

EAST TWERTON

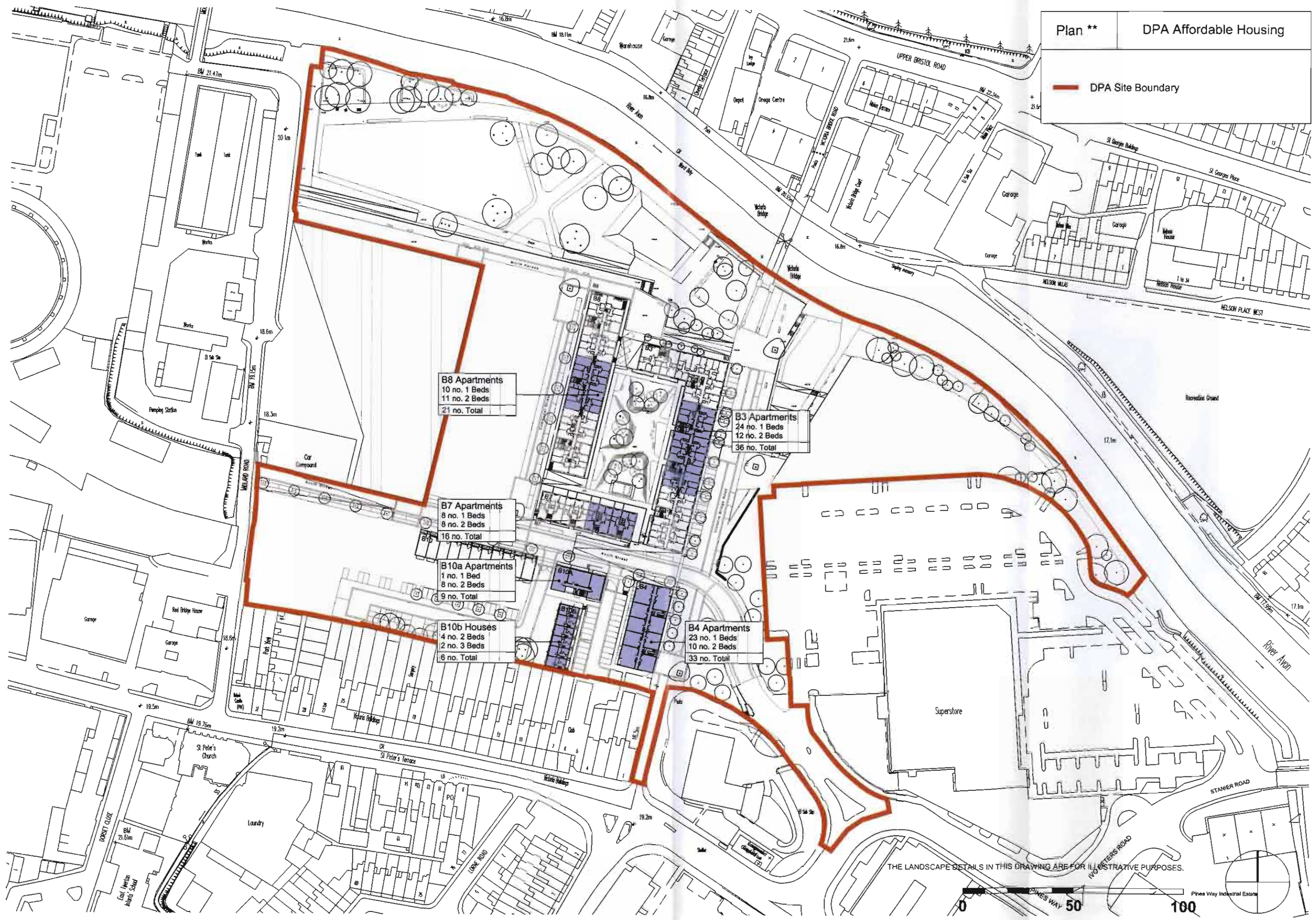


APPENDIX 3

Plan *	OPA 30% Affordable Units
KEY	
	OPA Boundary



APPENDIX 4



THE LANDSCAPE DETAILS IN THIS DRAWING ARE FOR ILLUSTRATIVE PURPOSES.

APPENDIX 5

Plan *	Red & Green Land Affordable Units
KEY	
	OPA Boundary

B25 Apartments
17 no. 1 Beds
25 no. 2 Beds
11 no. 3 Beds
53 no. Total

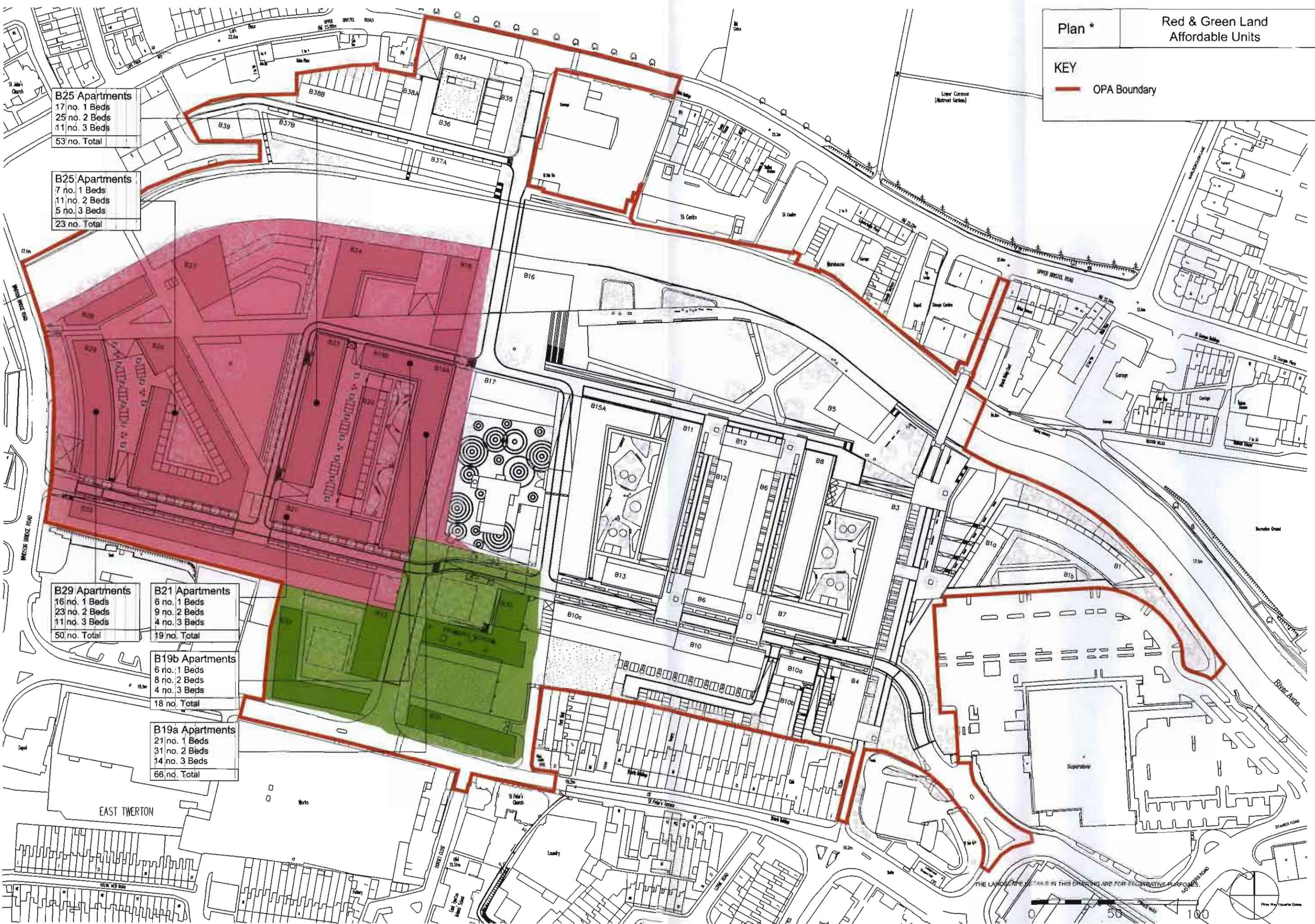
B25 Apartments
7 no. 1 Beds
11 no. 2 Beds
5 no. 3 Beds
23 no. Total

B29 Apartments
16 no. 1 Beds
23 no. 2 Beds
11 no. 3 Beds
50 no. Total

B21 Apartments
6 no. 1 Beds
9 no. 2 Beds
4 no. 3 Beds
19 no. Total


B19b Apartments
6 no. 1 Beds
8 no. 2 Beds
4 no. 3 Beds
18 no. Total

B19a Apartments
21 no. 1 Beds
31 no. 2 Beds
14 no. 3 Beds
66 no. Total



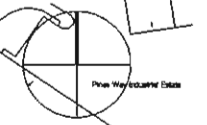
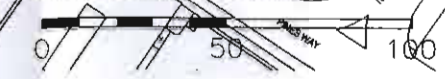
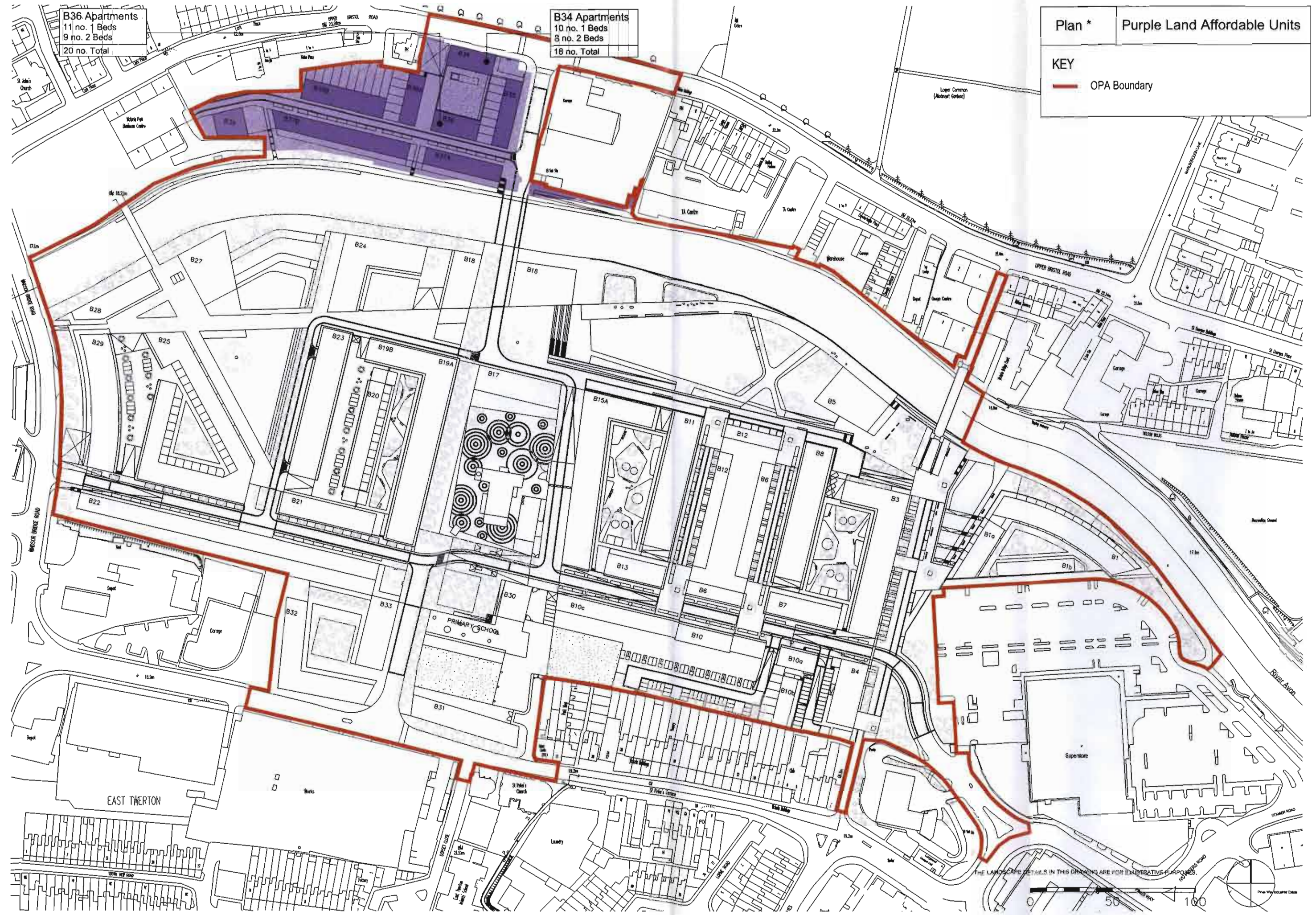
THE LANDSCAPE DETAILS IN THIS DRAWING ARE FOR ILLUSTRATIVE PURPOSES.

APPENDIX 6

Plan *	Purple Land Affordable Units
KEY	
	OPA Boundary

B36 Apartments
 11 no. 1 Beds
 9 no. 2 Beds
 20 no. Total

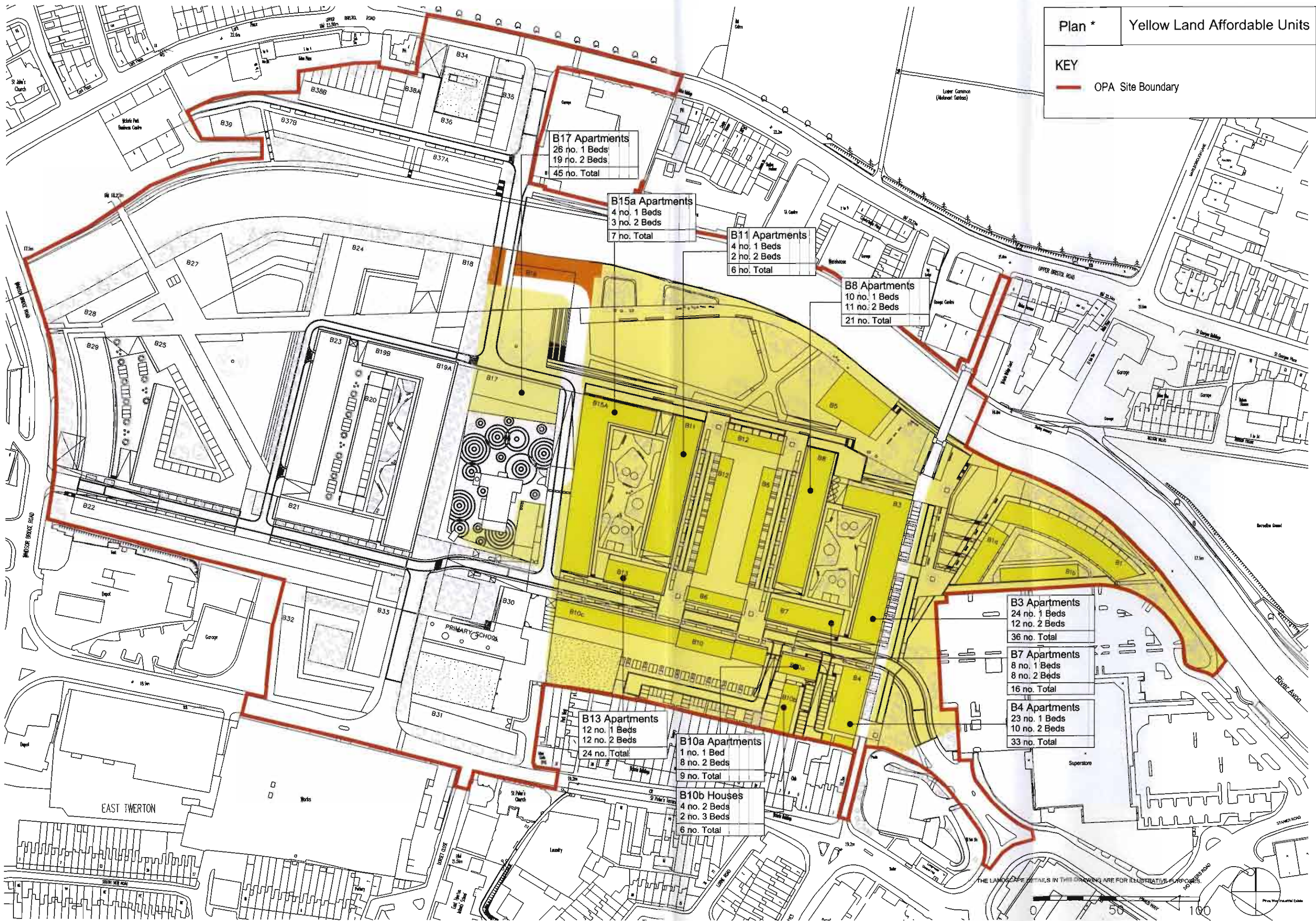
B34 Apartments
 10 no. 1 Beds
 8 no. 2 Beds
 18 no. Total



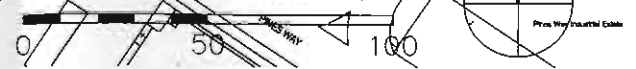
THE LANDSCAPE DETAILS IN THIS DRAWING ARE FOR ILLUSTRATIVE PURPOSES.

APPENDIX 7

Plan *	Yellow Land Affordable Units
KEY	
	OPA Site Boundary



THE LANDSCAPE DETAILS IN THIS DRAWING ARE FOR ILLUSTRATIVE PURPOSES.



APPENDIX 8

Bath Western Riverside Phase 1 Affordable Housing Accommodation & Pricing Schedule

10.764											
Block	Floor	Plot No.	Tenure	Apartment/ House	Rented / Shared Ownership	No of Bedro oms	No of Bathro oms	SQFT	Sq. M	Total Net Capital Value	
1	B4	grd	1	A/H	Apt		1	1	495	46.0	£179,520
2	B4	grd	2	A/H	Apt		1	1	688	63.9	£179,520
3	B4	grd	3	A/H	Apt		1	1	495	46.0	£179,520
4	B4	grd	4	A/H	Apt		1	1	495	46.0	£179,520
5	B4	1st	5	A/H	Apt		1	1	496	46.1	£179,520
6	B4	1st	6	A/H	Apt		2	1	689	64.0	£209,920
7	B4	1st	7	A/H	Apt		1	1	495	46.0	£179,520
8	B4	1st	8	A/H	Apt		1	1	496	46.1	£179,520
9	B4	2nd	9	A/H	Apt		1	1	496	46.1	£179,520
10	B4	2nd	10	A/H	Apt		2	1	689	64.0	£209,920
11	B4	2nd	11	A/H	Apt		1	1	495	46.0	£179,520
12	B4	2nd	12	A/H	Apt		1	1	496	46.1	£179,520
13	B4	3rd	13	A/H	Apt		1	1	496	46.1	£179,520
14	B4	3rd	14	A/H	Apt		2	1	689	64.0	£209,920
15	B4	3rd	15	A/H	Apt		1	1	495	46.0	£179,520
16	B4	3rd	16	A/H	Apt		1	1	496	46.1	£179,520
17	B4	grd	17	A/H	Apt		1	1	495	46.0	£179,520
18	B4	grd	18	A/H	Apt		2	2	677	62.9	£209,920
19	B4	1st	19	A/H	Apt		1	1	496	46.1	£179,520
20	B4	1st	20	A/H	Apt		1	1	495	46.0	£179,520
21	B4	1st	21	A/H	Apt		1	1	495	46.0	£179,520
22	B4	1st	22	A/H	Apt		2	2	679	63.1	£209,920
23	B4	1st	23	A/H	Apt		2	2	678	63.0	£209,920
24	B4	2nd	24	A/H	Apt		1	1	496	46.1	£179,520
25	B4	2nd	25	A/H	Apt		1	1	495	46.0	£179,520
26	B4	2nd	26	A/H	Apt		1	1	495	46.0	£179,520
27	B4	2nd	27	A/H	Apt		2	2	679	63.1	£209,920
28	B4	2nd	28	A/H	Apt		2	2	678	63.0	£209,920
29	B4	3rd	29	A/H	Apt		1	1	495	46.0	£179,520
30	B4	3rd	30	A/H	Apt		1	1	495	46.0	£179,520
31	B4	3rd	31	A/H	Apt		1	1	495	46.0	£179,520
32	B4	3rd	32	A/H	Apt		2	2	679	63.1	£209,920
33	B4	3rd	33	A/H	Apt		2	2	678	63.0	£209,920
Total		33						18,405.4	1,709.9	£6,228,160	
34	B10a	grd	1	A/H	Apt		2	1	658	61.1	£209,920
35	B10a	grd	2	A/H	Apt		1	1	520	48.3	£179,520
36	B10a	grd	3	A/H	Apt		2	1	643	59.7	£209,920
37	B10a	1st	4	A/H	Apt		2	1	658	61.1	£209,920
38	B10a	1st	5	A/H	Apt		2	1	656	60.9	£209,920
39	B10a	1st	6	A/H	Apt		2	1	643	59.7	£209,920
40	B10a	2nd	7	A/H	Apt		2	1	658	61.1	£209,920
41	B10a	2nd	8	A/H	Apt		2	1	656	60.9	£209,920
42	B10a	2nd	9	A/H	Apt		2	1	643	59.7	£209,920
Total		9						5,731.8	532.5	£1,858,880	
43	B10b	n/a	1	A/H	House		3	1	1012	94.0	£251,020
44	B10b		2	A/H	House		3	1	1012	94.0	£251,020
45	B10b		3	A/H	House		2	1	807	75.0	£225,690
46	B10b		4	A/H	House		2	1	807	75.0	£225,690
47	B10b		5	A/H	House		2	1	807	75.0	£225,690
48	B10b		6	A/H	House		2	1	807	75.0	£225,690
Total		6						5,253	488	£1,404,800	

Bath Western Riverside Phase 1 Affordable Housing Accommodation & Pricing Schedule

10.764

	Block	Floor	Plot No.	Tenure	Apartment/ House	Rented / Shared Ownership	No of Bedro oms	No of Bathro oms	SQFT	Sq. M	Total Net Capital Value
49	B3	1st	1	A/H	Apt		1	1	490	45.5	£179,520
50	B3	1st	2	A/H	Apt		2	1	706	65.6	£209,920
51	B3	1st	3	A/H	Apt		2	1	706	65.6	£209,920
52	B3	1st	4	A/H	Apt		1	1	490	45.5	£179,520
53	B3	2nd	5	A/H	Apt		1	1	490	45.5	£179,520
54	B3	2nd	6	A/H	Apt		2	1	705	65.5	£209,920
55	B3	2nd	7	A/H	Apt		2	1	705	65.5	£209,920
56	B3	2nd	8	A/H	Apt		1	1	490	45.5	£179,520
57	B3	3rd	9	A/H	Apt		1	1	490	45.5	£179,520
58	B3	3rd	10	A/H	Apt		2	1	705	65.5	£209,920
59	B3	3rd	11	A/H	Apt		2	1	705	65.5	£209,920
60	B3	3rd	12	A/H	Apt		1	1	490	45.5	£179,520
61	B3	4th	13	A/H	Apt		1	1	490	45.5	£179,520
62	B3	4th	14	A/H	Apt		2	1	705	65.5	£209,920
63	B3	4th	15	A/H	Apt		2	1	705	65.5	£209,920
64	B3	4th	16	A/H	Apt		1	1	490	45.5	£179,520
65	B3	1st	17	A/H	Apt		1	1	490	45.5	£179,520
66	B3	1st	18	A/H	Apt		1	1	490	45.5	£179,520
67	B3	1st	19	A/H	Apt		1	1	490	45.5	£179,520
68	B3	1st	20	A/H	Apt		1	1	490	45.5	£179,520
69	B3	1st	21	A/H	Apt		2	1	707	65.7	£209,920
70	B3	2nd	22	A/H	Apt		1	1	490	45.5	£179,520
71	B3	2nd	23	A/H	Apt		1	1	490	45.5	£179,520
72	B3	2nd	24	A/H	Apt		1	1	490	45.5	£179,520
73	B3	2nd	25	A/H	Apt		1	1	490	45.5	£179,520
74	B3	2nd	26	A/H	Apt		2	1	707	65.7	£209,920
75	B3	3rd	27	A/H	Apt		1	1	490	45.5	£179,520
76	B3	3rd	28	A/H	Apt		1	1	490	45.5	£179,520
77	B3	3rd	29	A/H	Apt		1	1	490	45.5	£179,520
78	B3	3rd	30	A/H	Apt		1	1	490	45.5	£179,520
79	B3	3rd	31	A/H	Apt		2	1	707	65.7	£209,920
80	B3	4th	32	A/H	Apt		1	1	490	45.5	£179,520
81	B3	4th	33	A/H	Apt		1	1	490	45.5	£179,520
82	B3	4th	34	A/H	Apt		1	1	490	45.5	£179,520
83	B3	4th	35	A/H	Apt		1	1	490	45.5	£179,520
84	B3	4th	36	A/H	Apt		2	1	707	65.7	£209,920

Total	36							20,225.6	1,879.0	£6,827,520
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85	B7	grd	1	A/H	Apt		2	1	633	58.80	£209,920
86	B7	grd	2	A/H	Apt		1	1	505	46.90	£179,520
87	B7	1st	3	A/H	Apt		2	1	633	58.80	£209,920
88	B7	1st	4	A/H	Apt		1	1	505	46.90	£179,520
89	B7	2nd	5	A/H	Apt		2	1	633	58.80	£209,920
90	B7	2nd	6	A/H	Apt		1	1	505	46.90	£179,520
91	B7	3rd	7	A/H	Apt		2	1	633	58.80	£209,920
92	B7	3rd	8	A/H	Apt		1	1	505	46.90	£179,520
93	B7	grd	9	A/H	Apt		2	1	634	58.90	£209,920
94	B7	grd	10	A/H	Apt		1	1	505	46.90	£179,520
95	B7	1st	11	A/H	Apt		2	1	634	58.90	£209,920
96	B7	1st	12	A/H	Apt		1	1	505	46.90	£179,520
97	B7	2nd	13	A/H	Apt		2	1	634	58.90	£209,920
98	B7	2nd	14	A/H	Apt		1	1	505	46.90	£179,520
99	B7	3rd	15	A/H	Apt		2	1	634	58.90	£209,920
100	B7	3rd	16	A/H	Apt		1	1	505	46.90	£179,520

Total	16							9,106.3	846.0	£3,115,520
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101	B8	grd	1	A/H	Apt		1	1	490	45.5	£179,520
102	B8	grd	2	A/H	Apt		1	1	490	45.5	£179,520
103	B8	grd	3	A/H	Apt		1	1	490	45.5	£179,520
104	B8	grd	4	A/H	Apt		2	1	856	79.5	£209,920
105	B8	grd	5	A/H	Apt		2	1	706	65.6	£209,920
106	B8	grd	6	A/H	Apt		1	1	490	45.5	£179,520
107	B8	1st	7	A/H	Apt		2	1	706	65.6	£209,920
108	B8	1st	8	A/H	Apt		2	1	706	65.6	£209,920
109	B8	1st	9	A/H	Apt		1	1	490	45.5	£179,520
110	B8	1st	10	A/H	Apt		1	1	490	45.5	£179,520
111	B8	1st	11	A/H	Apt		2	1	706	65.6	£209,920
112	B8	2nd	12	A/H	Apt		2	1	706	65.6	£209,920
113	B8	2nd	13	A/H	Apt		2	1	706	65.6	£209,920
114	B8	2nd	14	A/H	Apt		1	1	490	45.5	£179,520
115	B8	2nd	15	A/H	Apt		1	1	490	45.5	£179,520
116	B8	2nd	16	A/H	Apt		2	1	706	65.6	£209,920
117	B8	3rd	17	A/H	Apt		2	1	706	65.6	£209,920
118	B8	3rd	18	A/H	Apt		2	1	706	65.6	£209,920
119	B8	3rd	19	A/H	Apt		1	1	490	45.5	£179,520
120	B8	3rd	20	A/H	Apt		1	1	490	45.5	£179,520
121	B8	3rd	21	A/H	Apt		2	1	706	65.6	£209,920

Total	21							12,814.5	1,190.5	£4,104,321
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Totals 121

£23,539,201