



dated 5 October

2026

Churchill Living Ltd

and

HSBC UK Bank Plc

in favour of

Gravesham Borough Council

Unilateral Undertaking pursuant to section 106 Town and Country Planning Act 1990

in relation to a planning application in respect of Site Of Former Police Station
133 Windmill Street Gravesend Kent DA12 1DB

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Deed

dated 5 October 2026

Parties

- 1 **Churchill Living Ltd** (Company registration number 6260373) whose registered office address is Churchill House, Parkside, Ringwood BH24 3SG. (the **Owner**);
- 2 **HSBC UK Bank Plc** (Company registration number 09928412) whose registered office address is HSBC, 1 Centenary Square, Birmingham B1 1HQ (the **Mortgagee**);

In favour of:

- 3 **Gravesham Borough Council** of Civic Centre, Windmill Street, Gravesend, Kent DA12 1AU (the **Council**).

Introduction

- A The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated and as such is entitled to enforce the terms of this Deed.
- B The Owner is the freehold owner of the whole of the Application Site and registered with title absolute at the Land Registry under title number K984566 and shown edged red on the Plan.
- C The Mortgagee has the benefit of a Charge in respect of the Application Site and enters into this Deed to consent to the Application Site being bound by the obligations contained in this Deed.
- D The Application was submitted jointly by the Owner and Housing 21 to the Council for planning permission for the Development.
- E The Council has resolved to grant the Planning Permission by way of delegated authority subject to conditions and the prior completion of this Deed.
- F The Council considers it expedient should Planning Permission be granted pursuant to the Application that provision should be made for regulating or facilitating the Development or use of the Application Site in the manner hereinafter appearing and the Council consider that entering into this Deed will be of benefit to the public.

Agreed terms

1 Definitions and interpretation

- 1.1 For the purposes of this Deed (including the recitals, the Schedules and the Appendices) the following expressions shall have the following meanings in addition to the definitions set out in the Schedules hereto:

Act means the Town and Country Planning Act 1990 (as amended);

Application means the application for planning permission validated on 4 February 2026 for the Development and allocated reference number 20260131;

Application Site means Site Of Former Police Station 133 Windmill Street Gravesend Kent DA12 1DB forming land registered at the Land Registry under title number K984566 shown indicatively edged red on the Plan and excluding the land within title number TT17932 and the unregistered land;

BCIS Index means the Building Cost Information Service All-in Tender Price Index published from time to time;

Borough means the administrative area of the Council;

Charge means the registered charge dated 22 February 2024 in favour of the Mortgagee against the Application Site;

Commencement Date means 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 other than (for the purposes of this Deed and for no other purpose) operations consisting of site survey, site clearance, demolition works, piling works archaeological investigations for the purpose of assessing ground conditions, preparation and enabling works, remedial or remediation work in respect of any contamination or other adverse ground conditions, diversion and laying or removal of services erection of any temporary means of enclosure including fences and hoardings, the temporary display of site notices or advertisements and **Commencement** and **Commence** shall mutatis mutandis be construed accordingly;

Council Contributions has the same meaning as defined in Schedule 2 and **Contribution** shall be construed accordingly;

Development means the erection of 67 retirement living apartments for older people (comprising 67no. 1 bedrooms) including communal facilities, access, car parking and landscaping pursuant to the Planning Permission;

Dwelling means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and **Dwellings** shall be construed accordingly;

Housing 21 means Housing 21 (Co-operative and Community Benefit Societies Number: IP16791R) whose registered office is Tricorn House, Hagley Road, Birmingham, B16 8TP;

Head of Planning means the Head of Planning of the Council and shall include their duly authorised agents and representatives or any successor;

Indexation means the increase of any sum in accordance with clause 9 and **Indexed** shall be construed accordingly;

Interest means interest at 4% (four percent) above the base lending rate of National Westminster Bank Plc from time to time;

Monitoring Fee means the payment of £500 (five hundred pounds) (index-linked as hereinafter provided at clause 12) towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Deed;

Notice of Commencement means the written notice in the form at Appendix 1 of this Deed advising of the proposed Commencement Date;

Occupation means occupation of the land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly;

Parties means the parties to this Deed;

Payment Date means each date upon which an event occurs by which the payment of any Contribution by the Owner is required to have been made under this Deed;

Plan means the plan attached to this Deed at Appendix 2 titled Location Plan with reference 20085GD_PL101 Rev P1;

Planning Permission means the planning permission to be granted by the Council for the Development pursuant to the Application;

Practical Completion means issue of a certificate of practical completion of the Development by the Owner's architect or surveyor or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or surveyor confirming that the Development has been constructed and is available for Occupation;

Retail Price Index means the measure of change in the prices charged for goods and services bought for consumption in the UK produced by the Office for National Statistics and **RPI** shall be construed accordingly;

Section 73 of the Act means Section 73 of the Act and / or Section 73B of the Act once in force;

Schedules means Schedules 1 to 5 contained in this Deed; and

Working Days means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday and **Working Day** shall be construed accordingly.

- 1.2 Where in this Deed reference is made to any clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 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 as interchangeable in that manner.
- 1.5 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 severally unless there is an express provision otherwise.

- 1.6 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.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 1.8 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.
- 1.9 The headings and contents list are for reference only and shall not affect construction.
- 1.10 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.
- 1.11 References in this Deed to **development** shall have the meaning given to it by section 55 of the Act.

2 **Legal basis**

- 2.1 This Deed is made pursuant to section 106 of the Act and to the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner in respect of the Application Site.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.
- 2.3 The Parties are satisfied that the planning obligations secured by this Deed are:
 - 2.3.1 necessary to make the Development acceptable in planning terms;
 - 2.3.2 directly related to the Development; and
 - 2.3.3 fairly and reasonably related in scale and kind to the Development.
- 2.4 Subject to the provisions of clause 4.7, the Owner enters into the obligations (for itself and its successors in title and persons deriving title from the Owner) with the Council with the intent that the obligations contained in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Application Site or any parts thereof.

3 **Conditionality**

This Deed shall come into immediate effect on the date of this Deed save for the obligations in the Schedules which are conditional on the grant of the Planning Permission and the Commencement of the Development save further for those obligations expressed to be complied with prior to Commencement.

4 **Miscellaneous**

4.1 The Owner hereby warrants that it is the owner of the freehold of the Application Site and that no other party has a material interest in the Application Site save for the Mortgagee.

4.2 No provisions of this Deed shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Deed to any person who is not a party or successor in title or statutory successor to a party hereto.

4.3 This Deed shall be registrable as a Local Land Charge by the Council.

4.4 Any notice to the Parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

4.4.1 **In respect of the Owner at:** the address above marked for the attention of Daniel Bush (General Counsel and Company Secretary).

4.4.2 **In respect of the Mortgagee at:** the address above.

4.4.3 **In respect of the Council at:**

Head of Planning
Gravesham Borough Council
Civic Centre
Windmill Street
Gravesend
Kent
DA12 1AU

Ref: 20260131

4.5 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.

4.6 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 expires prior to the Commencement Date.

4.7 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their entire interest in the Application Site save that they will remain liable for any breaches of this Deed occurring before that date.

4.8 No compensation shall be payable by the Council to any party to this Deed or their successors in title and assigns arising from the terms of this Deed and unless specified otherwise in this Deed all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and successors in title to the Owner and at no cost to the Council.

- 4.9 The Owner grants an irrevocable licence to the Council and/or any person duly authorised or instructed by them to enter upon any part of the Application Site reasonably necessary at any reasonable time subject to providing at least 48 (forty eight) hours' written notice to the Owner (and immediately in the event of an emergency) to ascertain whether the terms of this Deed and/or of the Planning Permission are or have been complied with subject to complying with all health and safety requirements required by the Owner provided that (for the avoidance of doubt) such licence will not extend to the interior of any Dwelling after such Dwelling is first Occupied.
- 4.10 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of their functions in any capacity and the rights powers duties and obligations of the Council under private public or subordinate legislation may be effectively exercised as if neither were a party to this Deed (and in particular neither shall be precluded from entering into any agreement under the Act and/or under any other act or authority with any other party and shall not be deemed to be in breach of this Deed by so doing).
- 4.11 The obligations in this Deed shall not be enforceable against an individual owner occupier of a sole single Dwelling or their mortgagee or chargee save for the restrictions on Occupation and use set out within this Deed and the obligations within Schedule 1 which shall be enforceable against an individual owner occupier of the Development or their mortgagee or chargee.
- 4.12 This Deed shall also not be enforceable against any statutory undertaker who acquires any part of the Application Site or interest therein solely for the purposes of the supply of electricity gas water drainage telecommunication services or public transport.
- 4.13 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission subject to this Deed) granted after the date of this Deed.

5 **Obligations of the Owner**

- 5.1 The Owner so as to bind the Application Site covenants with the Council:
- 5.1.1 to comply with its obligations set out in this Deed and the Schedules;
 - 5.1.2 to pay the Monitoring Fee to the Council on completion of the Deed;
 - 5.1.3 to provide the Notice of Commencement to the Council no later than five (5) Working Days prior to the Commencement Date using the pro-forma set out in Appendix 1 hereto;
 - 5.1.4 to give the Council no less than five (5) Working Days' notice of the first Occupation of the Development such notice to be in writing using the pro-forma set out in Appendix 1 hereto;
 - 5.1.5 to give the Council no less than five (5) Working Days' notice of the Practical Completion of the Development such notice to be in writing using the pro-forma set out in Appendix 1 hereto;

- 5.1.6 within 14 (fourteen) Working Days of the occurrence of a Payment Date to serve notice of the date of the relevant Payment Date together with confirmation of whether the relevant Contribution(s) has been paid to the Council;
- 5.1.7 to retain such records and information and within 14 (fourteen) days of receipt of a written request by the Council to provide the Council with such records and information as the Council may reasonably request to enable the Council to satisfy itself (acting reasonably) that the Owner is complying with all of its obligations under this Deed; and
- 5.1.8 Not to encumber or otherwise deal with its interest in the Application Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out.

6 **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.

7 **Change in ownership**

Otherwise than in relation to transfers to utility companies and the sale, lease, transfer, mortgage or other disposal of an individual Dwelling, the Owner shall give to the Council within 7 (seven) days of the Owner disposing of any part of the Application Site written notice of the name and address of the person to whom the Application Site or any part has been transferred.

8 **Interest**

If any payment by the Owner due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

9 **Indexation**

- 9.1 All payments or contributions to be paid pursuant to this Deed and specified to be Indexed, shall be Indexed (upwards only) by the application of the formula $A = B \times (C \div D)$ where:

A = the total amount to be paid;

B = the principal sum stated in this Deed for the relevant payment or contribution

C = the relevant 'Index' (as shown in the table at clause 9.2) for the date upon which the relevant payment or contribution (or interim payment or contribution if applicable) is actually due or is paid;

D = the 'Base Date Index' (as shown in the table at clause 9.2) for the relevant payment or contribution; and

$C \div D$ is a figure that is equal to or greater than 1.

9.2 The table below sets out which Index shall apply to each relevant contribution:

Contribution	Index	Base Date Index
Monitoring Fee	BCIS Index	Q1 2022
SAMMS Contribution	RPI Index	April 2026

9.3 Where any sum to be paid to the Council under their terms of this Deed is required to be index linked then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.

10 Value Added Tax

All contributions paid in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

11 Planning consents granted pursuant to Section 73 of the Act

11.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act and unless otherwise agreed between the Parties, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):

11.1.1 the obligations in this Deed shall (in addition to continuing to bind the Application Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Application Site granted pursuant to Section 73 of the Act and the Application Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 or Section 106A of the Act;

11.1.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

11.1.3 this Deed shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Deed relate to and bind the Application Site in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 [or Section 73B] of the Town and Country Planning Act 1990 (as amended)"

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this

Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 of the Act or Section 106A.

12 Mortgagee and future mortgagees

12.1 The Mortgagee acknowledges and declares that:

12.1.1 this Deed has been entered into by the Owner with the Mortgagee's consent;

12.1.2 the Owner's interest in the Application Site shall be bound by the obligations in this Deed; and

12.1.3 the security of the Charge over part of the Application Site shall take effect subject to this Deed.

12.2 The Mortgagee shall have no liability under this Deed nor are the obligations and/ or undertakings enforceable against the Mortgagee unless and until such Mortgagee is in possession of the whole or part of the Application Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

12.3 The obligations and/or undertakings in this Deed shall not be enforceable against a future mortgagee or chargee of any part or parts of the Application Site unless the mortgagee or the chargee takes possession of the Application Site or any part thereof, in which case it shall bound by the obligations as if it were a person deriving title from the Owner.

13 Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the non-exclusive jurisdiction of the courts of England.

14 Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

Schedule 1

Affordable Housing

1 In this Schedule 1, the following expressions shall have the following meanings:

Affordable Housing means Social Rented Housing let to Eligible Households in accordance with the provisions of this Schedule;

Affordable Housing Units means 100% of the Dwellings to be constructed on the Application Site pursuant to the Planning Permission which shall be provided as Affordable Housing in accordance with this Schedule 1 and the Planning Permission and the term **Affordable Housing Unit** shall be construed accordingly;

Choice Based Lettings means the scheme from time to time operated by the Council to all allow Eligible Households to select properties based on location and type of property, instead of automatically being allocated the next available property;

Completed means constructed and fitted out ready for Occupation;

Eligible Household(s) means any Household who satisfies all of the following criteria:

- (a) is in Local Housing Need and who is nominated by the Council from its Housing Needs Register in accordance with the Housing Allocation Policy through its Choice Based Lettings;
- (b) includes at least one Primary Resident; and
- (c) any other members of the Household who are not a Primary Resident are the spouse or partner of such Primary Resident and are over the age of 50 (fifty);

Household means any person or persons who are living together as a single household but which is limited to no more than two persons;

Housing Allocation Policy means the Council's policy (as adopted from time to time) for allocating properties to persons on the Housing Needs Register;

Housing Needs Register means the register maintained by the Council or its nominee for Eligible Households;

Local Housing Need means:

- (a) households who are in need of residential accommodation suitable for their needs as their sole or principal home otherwise unable to obtain such suitable accommodation within the Borough by reason of a lack of financial resources and whom it is reasonable to live in the locality or persons for the time being registered on the Council's maintained Housing Needs Register and/or other housing register maintained for the purpose of identifying Local Housing Need in accordance with the policies of the Council;

- (b) in the event that there shall be no such persons ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a Registered Provider of Social Housing or the Council to be in genuine and urgent housing need;

Nominations Agreement means an agreement in the form appended at Appendix 3 with such amendments as may be reasonably agreed between the Council and the relevant RPSH;

Primary Resident means a person who is aged 55 (fifty five) years or older on the date of taking up Occupation of a Dwelling;

Registered Provider of Social Housing and **RPSH** both mean a registered provider of social housing within the meaning of section 80(2) of part 2 Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the Regulator and as approved by the Council or other competent authority pursuant to the Housing and Regeneration Act 2008 (including for the avoidance of doubt the Council) or any other body who may lawfully provide or fund Affordable Housing from time to time and as approved by the Council;

Regulator means Homes England or the Regulator of Social Housing established pursuant to part 2 Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

Serviced Condition means in relation to the land to be used for Affordable Housing the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the said land;

Social Rented Housing means Affordable Housing let to Eligible Households which is managed by local authorities and RPSH and where the rent is no higher than Target Rent and **Social Rented Housing Units** and **Social Rent** shall be construed accordingly;

Target Rent means target rents for Social Rented Housing (or its equivalent) as determined through the National Rent Regime and published from time to time by the Regulator (or such other body as may replace the Regulator, having responsibility for setting target rents for social housing); and

Transfer means the transfer of the freehold or grant of a lease for a term of at least 125 (one hundred and twenty five) years unless otherwise agreed in writing with the Council and **Transferred** shall be construed accordingly.

2 **Affordable Housing provisions**

The Owner covenants as follows:

- 2.1 the Owner shall provide the Affordable Housing Units in accordance with the Planning Permission as part of the delivery of the Development;
- 2.2 the Affordable Housing Units shall not be used or Occupied or Disposed of other than as Affordable Housing in perpetuity in accordance with the requirements of this Schedule;

2.3 100% of the Dwellings to be permitted by the Planning Permission shall be constructed and retained as Affordable Housing Units in accordance with the Planning Permission and the requirements of this Schedule; and

2.4 the Affordable Housing Units shall comprise 67 x 1 bed Dwellings.

3 **Disposal of Affordable Housing to RPSH**

The Owner covenants with the Council that prior to Occupation of the Affordable Housing Units the Affordable Housing Units shall be Transferred to the RPSH in accordance with this Deed and on terms that accord with the Homes England funding requirements current at the date of the Transfer.

4 **Disposal mechanism for Affordable Housing Units Being Transferred to an RPSH**

The Owner covenants that not less than 12 (twelve) months prior to the anticipated Practical Completion of the relevant Affordable Housing Units to commence negotiation for the Transfer of the Affordable Housing Units to a RPSH and to give the Council notice of such commencement of negotiation.

5 **Design and Construction of the Affordable Housing**

The Owner covenants with the Council that the Affordable Housing Units shall be constructed and Completed in accordance with:

5.1 the compulsory requirements of Building Regulations 2010 (as amended); and

5.2 any reasonable requirements by Homes England or the Regulator in place as at the date of this Deed save that in the event of any conflict between the detail shown on the approved plans of the Planning Permission and these requirements, the former shall take precedence.

6 **Terms of Affordable Housing transfer**

6.1 The Owner covenants that the Affordable Housing Units shall be Transferred to an RPSH:

6.1.1 with vacant possession;

6.1.2 on such terms as may be agreed between the Owner and the RPSH concerned;

6.1.3 shall contain provisions that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units; and

6.1.4 in a Serviced Condition.

6.2 The terms of any Transfer of Affordable Housing Units to an RPSH shall (unless the RPSH is the Council) impose a requirement on the RPSH to enter into the Nominations Agreement in respect of the Affordable Rented Housing Units and Social Rented Housing Units.

6.3 Prior to Occupation of any Affordable Housing Unit, the RPSH shall enter into the Nominations Agreement agreed with the Council in accordance with paragraph 6.4 of this Schedule in respect of the Social Rented Housing Units.

6.4 Not to Occupy nor cause or permit Occupation until the Nominations Agreement has been agreed and entered into with the Council.

7 **Occupation of the Affordable Housing**

7.1 Subject to paragraph 8.2 below the Owner shall not permit or otherwise allow any of the Affordable Housing Units to be let or Occupied in perpetuity otherwise than:

7.1.1 as Social Rented Housing;

7.1.2 as the sole private residence of the occupier;

7.1.3 by an Eligible Household at the time of the commencement of Occupation of the Affordable Housing Unit (subject to paragraph 7.2); and

7.1.4 in accordance with the Nominations Agreement to be entered into by the Council and the Registered Provider.

7.2 If a Primary Resident in Occupation of a Dwelling dies and their spouse or partner was registered with the RPSH as living with the Primary Resident before the Primary Resident's death, such spouse or partner of such shall be entitled to remain within the Dwelling save that any subsequent letting of the relevant Dwelling shall be to a subject to paragraph 7.1 above,

8 **RPSH Mortgagee Disposal**

8.1 The affordable housing provisions in Schedule 1 of this Deed shall not be binding on a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **provided that:**

8.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

8.1.2 if such disposal has not completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely.

8.2 The provisions of this Schedule shall:

8.2.1 cease to apply to any part or parts of the property which are disposed of in accordance with paragraph 8.1.2;

8.2.2 cease to apply to any completed Affordable Housing Units where an RPSH shall be required to dispose of the same pursuant to a right to buy under part V Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 Housing and Regeneration Act 2008 or any similar or substitute right applicable;

8.2.3 cease to apply to any completed Affordable Housing Units where a RPSH sells to a tenant through Social Homebuy funded pursuant to section 19(3) Housing and Regeneration Act 2008 or any amendment or replacement thereof.

9 Proceeds of Sale Arising from Sale of Affordable Housing

The RPSH shall use reasonable endeavours to utilise any monies which arise from the sale of any Affordable Housing Unit following the exercise of:

9.1 a tenant's right to buy; or

9.2 a tenant's right to acquire (including any share of their Affordable Housing Unit),

for other Affordable Housing projects within the Borough provided that the RPSH's primary obligation in relation to the use of any such funds shall be to satisfy its obligations to any mortgagee or chargee of the Affordable Housing Unit which shall always take priority.

Schedule 2

Financial Contributions to the Council

- 1 In this Schedule and this Deed unless the context requires otherwise the following words and expressions shall have the following meanings:

Council Contributions means the SAMMS Contribution;

SAMMS Contribution means £23,460.72 (twenty three thousand four hundred and sixty pounds and seventy two pence) towards mitigating the recreational impacts of the development of the Thames Estuary Scheme and Marshes Special Protection Area and the Thames Estuary and Marshes Ramsar Site situated within 6km of the Development.

2 **Contributions**

The Owner covenants with the Council:

- 2.1 to pay the SAMMS Contribution to the Council prior to or on the Commencement Date; and
- 2.2 not to Commence or cause or permit Commencement of the Development until the SAMMS Contribution has been paid to the Council in accordance with paragraph 2.1 of this Schedule.

3 **Expenditure in Advance**

If prior to the receipt of any of the Council Contributions referred to in paragraph 2.1 of this Schedule the Council, any other relevant statutory authority and/or any body which is allocated money pursuant to this Deed incurs any expenditure in providing or enhancing facilities or services pursuant to any Council Contributions the need for which arises from or in anticipation of the Development then the recipient of the relevant contribution may immediately following receipt deduct from it such expenditure incurred.

EXECUTED as a DEED by

CHURCHILL LIVING LTD

Acting by:

Director:

(sign) 
(print name) Clinton McCarthy

Director/Secretary*:

*delete as applicable

(sign) 
(print name) Martin Young

Executed as a Deed by an attorney for
HSBC UK BANK PLC

In the presence of:

Signed by:
Esther Parkes
F4AD4B01BF0B455...

Esther Parkes
.....

as attorney for **HSBC UK BANK PLC**

Emma Milburn
.....

Full name of witness

DocuSigned by:
Emma Milburn
74D984AC63C341F...

Signature of witness

1 Centenary Square
Birmingham
B1.1HQ
.....
.....

Address of witness

Deputy Head of Housing
.....

Occupation of witness

Appendix 1

(Form of Notice)

Proforma Event Notification and Payment

Pursuant to Section 106 Deed

To: By email: planning.obligations@gravesham.gov.uk (preferred option)

By post: Gravesham Borough Council, Section 106 Officer, Planning Department, Civic Centre, Windmill Street, Gravesend Kent DA12 1AU

Planning application number: [x]

Section 106 dated: [x]

Application Site Address: [x]

In accordance with the terms of the above Section 106 Deed, **I give you notice** that the following event has been reached: [please complete as appropriate]

either:

4 Prior to commencement of works on the Application Site

Work is expected to commence on the Development Site on [insert date].

This notification should be sent at least 28 days prior to commencement of works on the Development Site as required under clause [x] of the Section 106 Deed.

or:

5 Works have commenced on Site

Work commenced on the Application Site on [insert date].

This notification should be sent within 14 days after commencement of works on the Development Site as required under clause [x] of the Section 106 Deed.

or:

6 A Payment Date(s) has occurred

Obligation type: [insert each Contribution, e.g. Education Contribution]

Payment Date: [insert the deadline by which each relevant Contribution was due to be paid and confirmation of whether such Contribution has been paid;

This notification should be sent within 14 days after Payment Date occurred as required under clause [x] of the Section 106 Deed.

From:

Company: [insert]

Address: [insert (required for invoicing)]

Email address: [insert]

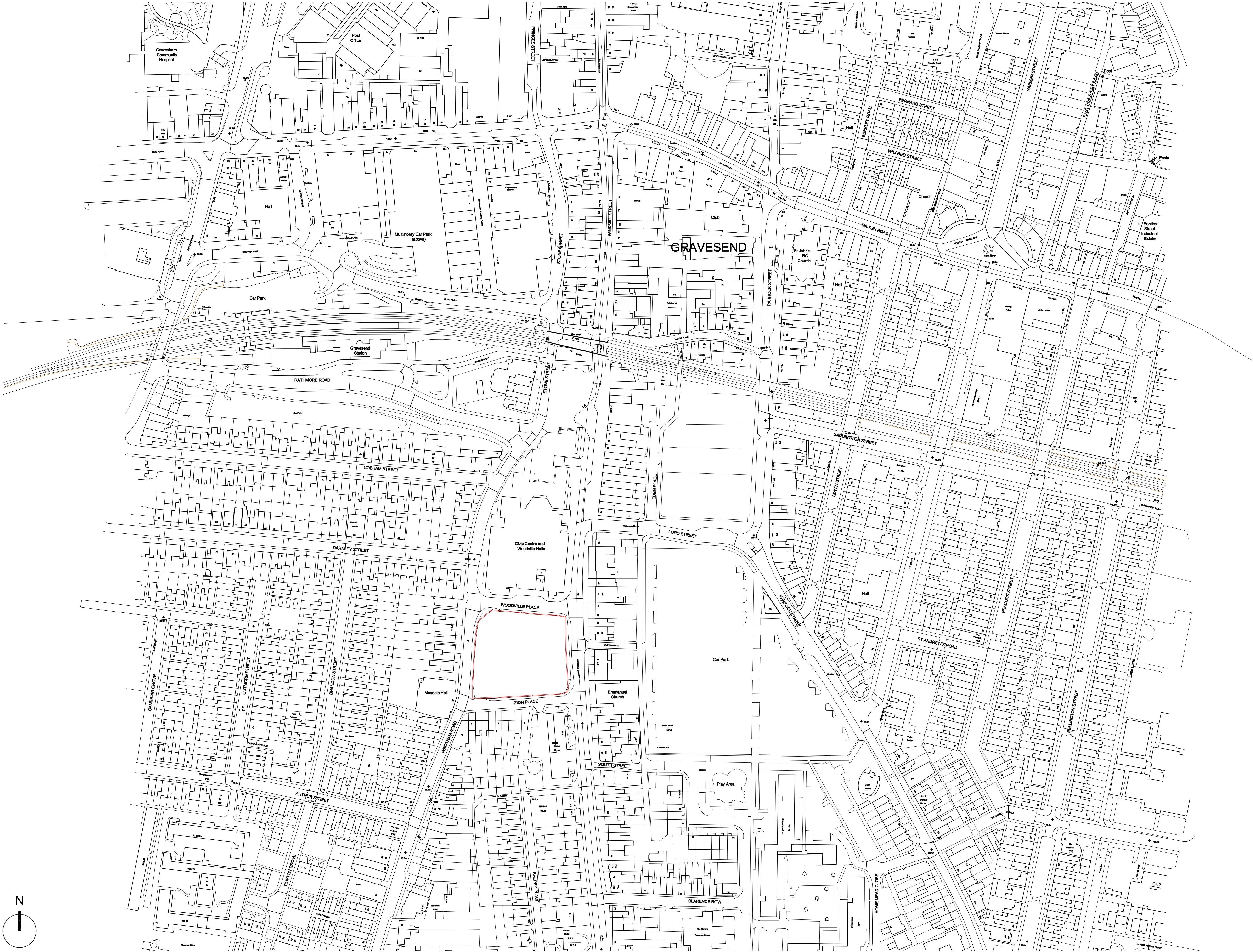
Please send this notification to:

By email: [insert email address] (preferred option)

By post: [insert address]

Appendix 2

Application Site Plan



Proposed Retirement Apartments on
land formerly Gravesend Police Station, Windmill St, Gravesend, DA12 1DB

S:\Planning and Design\Design Sites\GRAVESEND [20085GD] - Windmill Street [HOUSING 2107 APPLICATION01 DWG & PDF]20085GD_PL100 SERIES_P1 [SITE PLAN_FLOOR PLANS_ELEVATIONS]

Signed by:
Esther Parkes
F4AD4B01BF0B455...

Signed by:
Martin Young
DD70C33103A8451...

DocuSigned by:
Clinton McCarthy
012CE2A19EA8430...

P1	Planning issue	29/01/26	AS	BS
Rev.		Date	By	Ck



In partnership with



Proposed Retirement Development
On land formerly Gravesend Police Station
Windmill Street, Gravesend
DA12 1DB

Location Plan

PLANNING

Scale	1:1250 @ A1	Date	JAN 2026
Drawn	AS	Checked	BS
Drawing No.		Rev.	

20085GD_PL101 P1

Appendix 3
Nominations Agreement

DATED

202

and

GRAVESHAM BOROUGH COUNCIL

DEED OF NOMINATION RIGHTS

AFFORDABLE RENT AND SOCIAL RENTED

Contents

Clauses

1. Definitions and Interpretations.....

2. Recitals.....

3. Statutory powers of the Council.....

4. Registered Provider’s Covenants

5. Councils Covenants.....

6. Arbitration.....

7. Exclusion clauses.....

8. Restriction.....

9. Expiration of deed.....

10. Contracts (Rights of Third Parties) Act 1999.....

Schedules

First Schedule	The Nomination Rights.....
Second Schedule	Nomination Procedure
Third Schedule	Annual Lettings Plan.....
Fourth Schedule	Planning Agreement.....
Fifth Schedule	Schedule of Accommodation.....

THIS DEED OF NOMINATION RIGHTS is made the day of 20

PARTIES

- (1) xxxxxxxxxxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxx, (“the Registered Provider”) and
- (2) **GRAVESHAM BOROUGH COUNCIL** of Civic Centre Windmill Street Gravesend Kent DA12 1AU (“the Council”)

NOW IT IS AGREED as follows:-

1. Definitions and Interpretations

In this Deed:

Definitions

- 1.1 **“Affordable Housing”** means dwellings for Affordable Rent and Social Rent for persons identified by the Council as being in housing need and which:-
- (i) meets the needs of eligible households on the Council’s Housing Register and
 - (ii) includes provision for the home to remain at an affordable price for future eligible households
- 1.2 **“Affordable Rent”** means housing for rent at below market costs for Persons in Affordable Housing Need and set at up to 80% of the open market value or the Local Housing Allowance whichever is the lower
- 1.3 **“Annual Lettings Plan”** means the annual lettings plan to be supplied by the Registered Provider to the Council substantially in the form as shown in the Third Schedule
- 1.4 **“Assured Tenancy”** means a tenancy in a form prepared by the Registered Provider and containing terms which accord with the guidance on housing management issued from time to time by Homes England and the Regulator of Social Housing pursuant to Housing Act 1988 that grants an assured

tenancy or a starter tenancy or such other form of occupancy agreement approved by the Council (such approval not to be unreasonably withheld or delayed)

- 1.5 **“Choice Based Lettings”** means the scheme that allows Persons in Affordable Housing Need and who are registered for housing with the Council to bid for Council and Registered Provider properties
- 1.6 **“Choice Based Lettings Shortlist”** means a shortlist of Nominees registered on the Council’s Housing Register
- 1.10 **“Council”** includes any successor authority to the Council in its capacity as housing authority
- 1.11 **“Councils Allocation Scheme”** means a policy that sets out the Councils priorities for how social housing in the Borough of Gravesham is allocated and the guidelines that determine eligibility to social housing in accordance with the requirements of Section 167 of the Housing Act 1996, as amended by the Homelessness Act 2002
- 1.12 **“Council’s Housing Register”** means the names of those on the Council’s Housing Register who have been assessed as in housing need in accordance with the Council’s Housing Allocation Scheme (as defined by the Housing Act 1996) and which shall include the transfer lists or such other Register as may be implemented by the Council
- 1.13 **“Dwelling(s)”** means the xxxxxxxxxxxxxxxxxxxx Dwelling all being Affordable Housing Units for Affordable Rent or Social Rent situated on the Property and where the context so admits any individual dwelling and which Dwellings are more particularly set out in the Fifth Schedule

- 1.14 **“Homes England”** means the body known as the Homes England or any successor organisation or body and which provides funding/investment to Registered Providers
- 1.15 **“Kent Choice Based Lettings”** means the scheme for advertising affordable rented and social rented homes to eligible households on the Council’s Housing Register
- 1.16 **“Local Housing Allowance”** means the amount of rent set by the Department of Works and Pensions for the maximum amount payable in the North West Kent Area
- 1.17 **“Initial Letting”** means the first letting of each Dwelling to a Nominee
- 1.18 **“Nomination Period”** means the period of eighty (80) years from the date hereof
- 1.19 **“Nomination Procedure”** means the procedure as is described in the Second Schedule hereto
- 1.20 **“Nomination Rights”** means the rights contained in the First Schedule hereto
- 1.21 **“Nominee”** means any person or household who is accepted on the Council’s Allocation Scheme and is a Person in Affordable Housing Need.
- 1.22 **“Person in Affordable Housing Need”** means a person in need of housing who cannot afford to rent or buy housing generally available on the open market
- 1.23 **“Planning Permission”** means the planning permission number.....
- 1.24 **“Property”** means all those parcels of land situate at..... shown edged red on the plan annexed hereto and for which the Registered Provider is registered proprietor at the Land Registry with Title Absolute under Title Number

..... together with the Dwellings to be
constructed within the Nomination Period

- 1.25 **“Registered Provider”** means a registered provider pursuant to the Housing & Regeneration Act 2008 (“the 2008 Act”) and any other body registered with the Homes and Communities Agency as a registered provider of Affordable Housing within the meaning of the 2008 Act and which have been approved by the Council (such approval not to be unreasonably withheld)
- 1.26 **“Schedule of Accommodation”** means the Schedule of Accommodation set out in the Fifth Schedule and which contains a description of the Dwellings
- 1.27 **“Second and Subsequent Letting(s)”** means the second letting of each Dwelling to a Nominee and the subsequent letting thereafter of each Dwelling to a Nominee
- 1.28 **“Social Rent”** means low cost rental accommodation as defined in Section 69 of the Housing and Regeneration Act 2008 made permanently available for letting on secure tenancy terms to persons at a rent set in accordance with the Ministry for Housing & Communities and Local Government (MHCLG) Rent Standard 2020 or any other subsequent standard or amendment thereto
- 1.29 **“Starter Tenancy”** means a tenancy or tenancies as defined by section 2 of the Housing and Planning Act 2016
- 1.30 **“Working Day(s)”** means Monday to Friday inclusive but excluding Bank Holidays, Good Friday, Easter Monday, Christmas Day and New Year’s Day and all days between Christmas Day and New Year’s Day
- 1.31 Any covenant by the Registered Provider not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by another person
- 1.32 If at any time any of the provisions of this Agreement become illegal invalid or unenforceable in any respect under any law or regulation of any jurisdiction

neither the legality validity or enforceability of the remaining provisions of this Agreement shall be in any way affected or impaired as a result

- 1.33 Reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same
- 1.34 The validity construction and performance of this Agreement shall be governed by English Law
- 1.35 Where the agreement approval or consent is required by the Registered Provider under the terms of this Agreement from the Council that agreement approval or consent shall be given in writing and shall not be unreasonably withheld or delayed
- 1.36 Where there are two or more persons included in the expression “the Registered Provider ” or “the Council” covenants expressed to be made by them shall be deemed to be made by such persons jointly and severally
- 1.37 Words importing the singular shall be construed as importing the plural and vice-versa and words importing one gender shall be construed as importing the other gender

2. Recitals

- 2.1 The Registered Provider has agreed to grant to the Council the Nomination Rights on the terms and conditions hereinafter contained
- 2.2 The Registered Provider has constructed or agreed to construct or procure the Dwellings on the Property *[and which have been provided pursuant to the provisions of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 details of which are set out in the Fourth Schedule]*

3. Statutory Powers of the Council

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 and Section 106 of the Town and Country Planning Act 1990 and the respective covenants on

the part of the Registered Provider will be enforceable without any limit of time against any person deriving title from the original covenantor in respect of its interest in the Property or any part thereof and/or any person deriving title under it in respect of any lesser interest in the Property or any part thereof as if that person had also been an original covenanting party in respect of the interest for the time being held by him subject to the provisions of clause 7 and provided that no person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after it shall have parted with its interest in the part of the Property in respect of which such breach occurs but without prejudice to liability for any antecedent breach prior to parting with such interest

4. Registered Provider Covenants

- 4.1 to grant to the Council the Nomination Rights to the Dwellings for the Nomination Period in accordance with the Second Schedule
- 4.2 and further covenants with the Council as follows:-
 - 4.2.1 [procure the construction of the Dwellings on the Property in accordance with the Planning Permission]
 - 4.2.2 to provide to the Council the Annual Lettings Plan.
 - 4.2.3 not to sell or otherwise part with possession of the Property or any part thereof (except in accordance with the Nomination Procedure and save as provided in Clause 7 hereof) without procuring that the Transferee shall immediately upon transfer of the Property or any part thereof enter into a nomination agreement with the Council:-
 - (i) granting to the Council Nomination Rights to the Dwellings to be constructed upon the Property or part thereof transferred to the said Transferee, such Nomination Rights to be in the same terms as would have applied to the Dwelling under this Agreement and

- (ii) containing covenants by the Transferee and the other provisions in the same terms as the covenants by the Registered Provider and other provisions contained in this Agreement

- 4.2.4 not to assign this Agreement or any part thereof without the consent of the Council which shall not unreasonably be withheld or delayed
- 4.2.5 to indemnify the Council from and against all actions claims costs demands damages and proceedings arising in respect of any breach of non-observance or non-performance of the covenants by the Registered Provider contained in this Agreement but only in so far as such breaches non-observance or non-performance shall be occasioned by the Registered Provider during its ownership of the relevant part or parts of the Property
- 4.2.6 to procure that all personal information concerning the Nominee which is disclosed to any member of its staff shall be treated in strict confidence and shall only be passed onto the Registered Provider's staff on a need to know basis in connection with their role in relation to this Agreement and to ensure that personal data is used and maintained in compliance with the principles of the Data Protection Act 1998

5. Council's covenants

- 5.1 The Council hereby:-
 - 5.1.1 agrees to enter into this Deed of Nomination Rights in the terms set out herein
 - 5.1.2 covenants with the Registered Provider as follows:-

5.1.2.1 to act in an expeditious manner and ensure that the Councils Housing Register is up to date as much as is practicable.

5.1.2.2 not to unreasonably refuse to enter into and be a party to any nomination agreement procured by the Registered Provider in accordance with the covenant provisions set out in Clause 4.2.3 of this Agreement **PROVIDED THAT** the terms of any such nomination agreement shall be in substantially the same terms as set out herein in all material respects

6. Arbitration

- 6.1 In the event of any dispute arising or any difference or question which at any time arise between the parties touching or arising out of or in connection with any matter under this Agreement or its subject matter a single arbitrator shall be appointed by the parties hereto or in default of agreement on the application of either party to a single arbitrator to be nominated by the President for the time being of the Chartered Institute of Housing or its successor or in the case of there being none by the President of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 whose decision shall be final and binding on the parties hereto (save for any manifest error in law or fact)
- 6.2 The cost of arbitration shall follow the event or in the event of neither party succeeding shall be apportioned between the parties by the Arbitrator in such proportions as he in his absolute discretion thinks fit

7. Exclusion Clauses

The obligations contained in this Agreement shall not bind nor be enforceable against:-

- 7.1 a mortgagee or chargee of the Registered Provider or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator) of the whole or any part of the Property and/or Dwellings
- 7.2 an occupant of a Dwelling who has exercised a statutory right to acquire under the Housing Act 1996
- 7.3 all or any successors in title to any of the persons specified in Clauses 7.1.1 and 7.1.2 above (save any successor in title during the Nomination Period which shall be a Registered Provider)

8. Restriction

8.1 The parties hereto jointly apply to the Chief Land Registrar of the Land Registry to note the following Restriction against disposition in the Proprietorship Register of the title of the Registered Provider to the Property:-

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer confirming that the provisions of Clause 4 of an Agreement dated made between xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx(1) and Gravesham Borough Council (2) have been complied with or do not apply”

8.2 The Council covenants to apply to the Chief Land Registrar of the Land Registry to remove the Restriction referred to at Clause 8.1 from the title of the Registered Provider to the Property following a disposition pursuant to Clause 7.1, 7.2 or 7.3

9. Expiration of Deed

This Agreement shall cease to have effect on expiry of the Nomination Period

10. Contracts (Rights of Third Parties) Act 1999

This Agreement does not create any right enforceable by any person not party to it nor does it create any right enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed as their Deed the day and year first before written.

THE FIRST SCHEDULE

The Nomination Rights

1. The Council will provide nominations for occupation of the Dwellings in the percentage specified in paragraph 2 of this First Schedule for the Nomination Period provided that a Nominee who accepts the offer shall be granted by the Registered Provider an Assured Tenancy including any Starter Tenancy
2. The percentage for the purposes of paragraph 1 shall mean:-
 - 2.1 For initial lettings, nomination to occupy one hundred per cent of the Dwellings
 - 2.2 Thereafter and in perpetuity for Second and Subsequent Lettings, the right to nominate to 75% of vacancies.
- 3 The Registered Provider must ensure that the shortlist is closed following the successful bidder being offered the accommodation.

SECOND SCHEDULE
NOMINATION PROCEDURE

PART ONE - INITIAL LETTINGS

- 1.1 The Registered Provider shall advertise each Dwelling on the Kent Choice Based Lettings website (or such other website as may be set up in its place) which advertisement shall detail which category of Nominee may put their name forward for consideration for the Dwelling
- 1.2 Within 5 Working Days of the shortlist for each property being closed, the Registered Provider having carried out its own verification, shall make an offer of either an Assured Tenancy to the successful Nominee and if necessary to each Nominee following the order of priority set out in the Choice Based Lettings Shortlist

PART TWO - SECOND AND SUBSEQUENT LETTINGS

- 2.1 In the case of Second and Subsequent Lettings of any Dwelling the Registered Provider shall advertise the vacancy on the Kent Choice Based lettings Website which advertisement shall detail which category of Nominee may put their name forward for consideration for the Dwelling save that 25 % of vacancies can be retained for the Registered Provider
- 2.2 The Registered Provider must ensure that the shortlist is closed following the successful bidder being offered the accommodation.

THIRD SCHEDULE

ANNUAL LETTINGS PLAN Example

Address	Housing Register Applicant	Management Move

FOURTH SCHEDULE

PLANNING AGREEMENT

S.106 Agreement dated.....and made between Gravesham Borough Council (1)
and.....(2)

FIFTH SCHEDULE
SCHEDULE OF ACCOMMODATION

[illegible]

THE COMMON SEAL OF THE)
GRAVESHAM BOROUGH)
COUNCIL was hereunto affixed on the)
authority of:-)

Authorised Sealing Officer

THE COMMON SEAL of)
xxxxxxxxxxxxxx)
LIMITED was)
)

Authorised Signatory

Certificate Of Completion

Envelope Id: 960275ED-0083-846E-8128-1567DA945536

Status: Completed

Subject: [M-01182876] Complete with Docusign: Engrossment s106 UU - Land at 133 Windmill Street Gravesend

Source Envelope:

Document Pages: 42

Signatures: 7

Envelope Originator:

Certificate Pages: 3

Initials: 0

Jess Horton

AutoNav: Enabled

100 Avebury Boulevard

Envelopeld Stamping: Enabled

Milton Keynes, MK9 1FH

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Jess.Horton@shoosmiths.com

IP Address: 208.127.45.96

Record Tracking

Status: Original

Holder: Jess Horton

Location: DocuSign

28 September 2026 | 16:00

Jess.Horton@shoosmiths.com

Signer Events

Signer Events	Signature	Timestamp
Charlotte Taylor cetaylor@towers.com Security Level: Email, Account Authentication (None), Authentication	Completed Using IP Address: 165.65.33.226	Sent: 28 September 2026 16:06 Viewed: 05 October 2026 14:48 Signed: 05 October 2026 15:12

Authentication Details

SMS Auth:

Transaction: aab87658-28f9-4743-b5bb-77e8613c6c8d

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 05 October 2026 | 14:48

Phone: +44 7918 726389

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Clinton McCarthy
CJM@crl.co.uk
MD
Security Level: Email, Account Authentication (None), Authentication

DocuSigned by:

012CE2A19EA8430...

Signature Adoption: Pre-selected Style
Using IP Address: 213.122.172.30
Signed using mobile

Sent: 28 September 2026 | 16:06
Viewed: 28 September 2026 | 16:12
Signed: 28 September 2026 | 16:13

Authentication Details

SMS Auth:

Transaction: bfb99bba-121a-4e80-9145-841f3db0d42c

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 28 September 2026 | 16:12

Phone: +44 7768 025175

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Esther Parkes
esther.parkes@hsbc.com
Senior Transaction Manager
Security Level: Email, Account Authentication (None), Authentication

Signed by:

F4AD4B01BF0B455...

Signature Adoption: Pre-selected Style
Using IP Address: 91.214.5.128

Sent: 28 September 2026 | 16:06
Viewed: 28 September 2026 | 16:07
Signed: 28 September 2026 | 16:08

Authentication Details

Signer Events	Signature	Timestamp
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SMS Auth:

Transaction: d67c0e19-2fe1-4f03-9ae7-277b83434a21
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 28 September 2026 | 16:07
Phone: +44 7961 907210

SMS Auth:

Transaction: 0b184acc-e5a1-4625-9274-d25461976a51
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 28 September 2026 | 16:09
Phone: +44 7961 907210

SMS Auth:

Transaction: 985de6a2-2ef3-42e4-b37c-8d6feac2d74d
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 28 September 2026 | 16:22
Phone: +44 7961 907210

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Martin Young
may@crl.co.uk
Company Director
Security Level: Email, Account Authentication
(None), Authentication



Signature Adoption: Pre-selected Style
Using IP Address: 185.69.145.220
Signed using mobile

Sent: 28 September 2026 | 16:06
Viewed: 28 September 2026 | 16:57
Signed: 28 September 2026 | 17:01

Authentication Details

SMS Auth:

Transaction: 724cfd8d-52b2-4d28-a6da-ab688518d341
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 28 September 2026 | 16:57
Phone: +44 7796 175750

SMS Auth:

Transaction: 23ba6496-6fae-47ba-b266-b370efb45533
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 29 September 2026 | 10:23
Phone: +44 7796 175750

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Matthew Price matthew.price@shoosmiths.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 28 September 2026 16:06 Viewed: 28 September 2026 16:46

Witness Events	Signature	Timestamp
Emma Milburn emmamilburn@hsbc.com Deputy Head of Housing 1 Centenary Square Birmingham Witness for Esther Parkes (esther.parkes@hsbc.com) Security Level: Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by: <i>Emma Milburn</i> 74D984AC63C341F... Signature Adoption: Pre-selected Style Using IP Address: 91.214.5.128	Sent: 28 September 2026 16:08 Viewed: 28 September 2026 16:09 Signed: 28 September 2026 16:13

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	28 September 2026 16:06
Certified Delivered	Security Checked	28 September 2026 16:57
Signing Complete	Security Checked	28 September 2026 17:01
Completed	Security Checked	05 October 2026 15:12

Payment Events	Status	Timestamps
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