DATED

(1) ECOLOGICAL LAND LIMITED

(2) THE A TEAM FOUNDATION

TO:

(3) WEALDEN DISTRICT COUNCIL

ORIGINAL/COUNTERPART

SECTION 106 UNILATERAL UNDERTAKING

DRAFT no. 3

SECTION 106 UNILATERAL UNDERTAKING dated .

BETWEEN:

(1) Ecological Land Limited (Community Benefit Society Number 30770R) whose registered office is at Unit B04, The Brighton Eco-centre, Brighton, BN1 3PB ('the Owner')

And

(2) The A Team Foundation Limited (charity registration number 1077094, company limited by guarantee 3775136) whose registered office is at 61 Grosvenor Street, London, W1K 3JE ('the Lender')

TO:

(3) Wealden District Council whose office is at Vicarage Lane, Hailsham, BN27 2AX ('the Council')

BACKGROUND

(A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.

(B) The Owner owns the Property subject to a secured loan in favour of the Lender.

(C) The Owner has made the Planning Application and is proposing to carry out the Change of Use and Development.

(D) The Lender is the registered proprietor of the Charge dated 20 May 2016 referred to in the Charges Register of title number ESX348019 and has agreed to enter into this Deed to give its consent to the terms of the Unilateral Undertaking.

1 AGREED TERMS

1.1 The definitions and rules of interpretation in this clause apply to this Deed.

'Commencement of Development' means the carrying out in relation to the Development of any material operation as defined by Section 56(4) of the TCPA 1990.

'Council' means the Local Planning Authority.

'Development' means the development of the Property described in the Planning Application.

'Management Plan' means that set out in annex 1 of this Unilateral Undertaking.

'Property' the freehold land known as Field to the south of Copyhold Cottages, formerly part of Wilbees Farm, Arlington Hailsham, East Sussex, BN26 6RU registered with freehold title absolute under title number ESX348019 and outlined in red on Plan 1.

'Planning Application' means an application for planning permission registered by the Council on 9th July 2018 under reference number WD/2018/1473/F

'Planning Permission' the planning permission to be granted by the Council in respect of the planning application.

'**TCPA 1990**' means the Town and Country Planning Act 1990.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written does not include [faxes or] e-mail.

1.11 References to clauses and plans are to the clauses and plans of this deed.

1.12 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.13 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

2.1 This Deed constitutes a planning obligation for the purposes of Section 106 of the TCPA 1990, Section 111 of the Local Government Act 1972 and any other enabling powers.

2.2 The obligations contained in clause 3 of this Deed are planning obligations for the purposes of Section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the Owner and its successors and assigns.

2.3 This Deed shall come into effect on the date of the grant of the Planning Permission.

2.4 The obligations contained in clause 3 of this Deed are enforceable by the Council in accordance with Section 106 of the TCPA.

3 COVENANTS WITH THE COUNCIL

The Owner covenants with the Council -

3.1 To provide the Council with an annual report on or before 1st April prepared by the Owner under the Management Plan showing to what extent the aims and objectives of the Management Plan have been achieved and where these have not been achieved what measures have been and are being taken to achieve them.

3.2 Where a progress report prepared and submitted in accordance with clause 3.1 above shows that the aims and objectives of the Management Plan have not been achieved to submit to the Council upon request an action plan setting out those measures to be taken to achieve them.

3.3 To retain the Property as one whole and indivisible land holding.

3.4 Not to occupy or procure or permit the occupation or use of any of each of the Dwellings other than by persons who operate the agricultural (as defined by s 336(i) of the 1990 Act) business operated from the Property or a widow or widower of such persons together with their spouse partner or resident dependents.

3.5 Unless otherwise agreed with the Council:

(a) upon the expiry of the Planning Permission; or

(b) should the Planning Permission be quashed or revoked prior to its expiry

to remove the relevant Dwelling(s) from the Property and make good the land SAVE WHERE an alternative planning permission permitting the continued existence of the Dwellings for agricultural purposes only has been granted by the Council (or the Secretary of State).

3.6 Where

(a) any action plan submitted pursuant to clause 3.2 above has not been implemented in accordance with the terms of such action plan; or

(b) where activities are taking place on the Property that are in breach of clause 3.4 above;

the Council may serve notice on the Owner requiring that the action plan is implemented or that the activities that are taking place on the Property in breach of clause 3.4 cease.

3.7 Where:

(a) the Owner has not remedied the defect(s) referred to in a notice served pursuant to clause 3.6 within 9 (nine) months of the date of the notice; and

(b) if requested to do so in writing by the Council (acting reasonably)

to exercise its rights under the relevant Lease to terminate such Lease.

3.8 Where a relevant Lease has been terminated under the circumstances set out at clause 3.7 above the Owner shall seek to secure a new tenant and enter into a new Lease in respect of that part of the Property.

3.9 Where the Owner is unable to secure a new tenant and enter into a new Lease within 6 (six) months of the date of expiry of the previous Lease then unless otherwise agreed with the Council it shall remove the relevant Dwelling from the Property and make good the land upon which the Dwelling was sited.

3.10 Where, pursuant to clause 3.9, the Owner is unable to secure new tenants for all of the three Dwellings, and none of the Dwellings remain on the Property, the Owner will consult with Arlington Parish Council regarding the subsequent use of the agricultural barn and hardstanding.

4 LENDER'S CONSENT

4.1 The Lender consents to the completion of this Deed and declares that its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Lender's interest in the Property.

4.2 The Lender shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Lender is in possession of all or any part of the Property.

5 RELEASE

5.1 No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6 DETERMINATION OF DEED

6.1 This deed shall be determined and have no further effect if the Planning Permission:

(a) expires before the Commencement of Development;

(b) is varied or revoked other than at the request of the Owner; or

(c) is quashed following a successful legal challenge.

7 LOCAL LAND CHARGE

7.1 This deed is a local land charge and shall be registered as such by the Council.

8 OWNERSHIP

8.1 The Owner warrants that nobody other than the Owner and the Lender have any legal or equitable interest in the Property.

9 NOTICES

9.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its registered office address or in the case of the Council at its principal office address or as otherwise specified by the relevant person by notice in writing to each other person.

9.2 Any notice or other communication shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause;

(b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

10 THIRD PARTIES

10.1 No person other than a party to this undertaking and their respective successors and assigns and the Council and the successors to its respective statutory functions shall have any rights to enforce any term of this Deed.

11 SEVERANCE

11.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

11.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

12 GOVERNING LAW

12.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

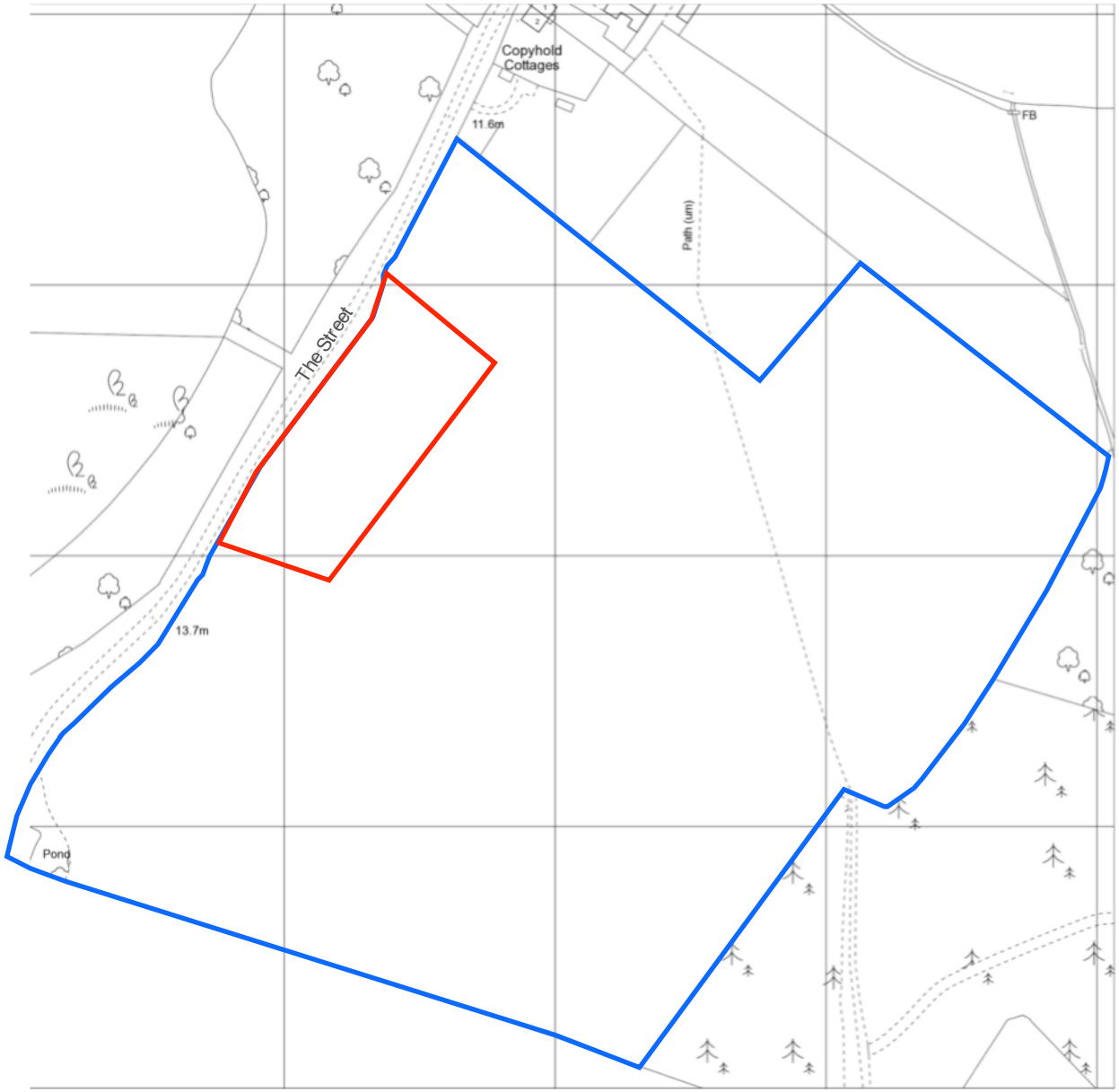
12.2 This document has been executed and delivered as a deed and takes effect on the date stated at the beginning of it.

Executed as a **deed** by **Ecological Land Limited**

Authorised signatory:

Executed as a **deed** by **The A Team Foundation**

PLAN 1



All omissions and discrepancies to be reported to the architect immediately.

Copyright:
Green & Teggin Architects Limited.
28 Lausanne Road, London SE15 2HU

Tel: 020 7358 1618
www.greenandteggin.co.uk

Issue	Date	Rev
-	-	-

Project:
Arlington Smallholdings

Drawing:
Existing Location Plan

Status:	Date:	Scale:
PLANNING	July 16	1:2500@A4

Job No:
ARL

Green & Teggin
Architects

ANNEX 1: THE MANAGEMENT PLAN



Ecological Land Co-operative

Management Plan for new smallholdings in

Arlington, South Wealden

Last updated: 27/03/2017

Overview

This Management Plan sets out how the three proposed residential smallholdings in Arlington, 'the site', is to be managed. The principal aims of the Management Plan are to:

1. Increase habitat and species diversity, and ecological services;
2. Maintain and enhance the landscape quality; and
3. Facilitate the provision of low-impact sustainable livelihoods and an increase in productivity, without prejudice to the first two aims.

The parish council, Arlington Parish Council (APC), provided the Ecological Land Co-operative (ELC) with a list of matters that they would also like to see addressed, ranging from a commitment to preserving the dark night sky to limits on overnight vehicle parking. We have incorporated as many of these into this Plan as we feel able to, while balancing the needs of our future smallholdings to create successful land-based livelihoods.

For each section of the Management Plan we set out an overall objective, followed by requirements upon the ELC and the smallholders necessary in order to achieve the objectives. Both the ELC and those occupying the smallholdings (Stewards) must comply with the requirements set out in this Plan. The ELC has asked to be obliged to adhere to the Plan by way of a Section 106 Agreement and the Plan is binding on the Stewards by way of their agricultural business tenancy.

Monitoring arrangements are described for each element of the Plan, and the final part of the Plan details what the ELC will do if any of the requirements are not fully complied with. Monitoring is to take place annually (the 'annual audit'). The ELC is the body responsible for the Plan and guarantees its delivery, including providing Wealden District Council with annual reports.

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LANDSCAPE CHARACTER

In the first years of establishing our new affordable residential smallholdings there are both positive and unwelcome visual impacts. The unwelcome impacts are largely associated with the temporary planning permission that the ELC must seek in the first instance: the use of temporary accommodation, including caravans, to house the agricultural workers as they establish their farm business. Once the smallholdings prove to be financially viable, the temporary accommodation is to be replaced with a permanent dwelling per smallholding, moderate in size and built with natural materials, sympathetic to the landscape character.

Our **objectives** are to enhance the natural beauty of the site in a manner sensitive to the existing local landscape character, and to *minimise* any adverse visual impact of the scheme. We envision achieving this objective by:

- Planting native trees and new hedgerow;
- Limiting the size and number of temporary dwellings, siting them sensitively within the site, and using screens to reduce their visibility;
- Limiting the size of the shared agricultural barn;
- Promptly removing redundant structures and non-functioning vehicles;
- Using sympathetic construction materials on any built structures (see Construction);
- Limiting vehicle parking and the use of external lighting;
- Prohibiting the servicing of non-agricultural machinery on site;
- Ensuring waste and the storage of personal effects is managed so that they do not become a nuisance or annoyance; and
- Seeking the views of Arlington Parish Council, as part of the annual audit and in order to obtain a measure of the site's visual impact and addressing any concerns where possible.

Requirements upon the ELC

- To fully implement the planting specified in the planning application in the first appropriate season following a grant of planning permission.

- To not seek to extend the agricultural barn applied for with the original application for planning permission reference WD/2017/0340/F, plan reference: L_002, dated 08.01.2017.
- To ensure that an annual assessment of this planting on the site takes place and any replacement necessary take place in the next seasonally available opportunity.
- To only approve the siting of the Stewards' temporary accommodation in the area marked as residential on plan ref. ARL – BP – 01.
- To seek the views of Arlington Parish Council (APC) on the visual impact of the site as part of the annual audit and to address concerns raised by APC where possible.

Requirements upon the Stewards

- To submit to the ELC for written approval details of their proposed temporary dwelling before moving it on to the site. Details are to include: the size of the structure; its visual appearance (i.e. colour and material); and details of the visual screening that Stewards intend to use to mitigate visual impact. The size is not to exceed 136 m^2 and screens are to be of natural colour or material and in keeping with existing vegetation.
- Temporary accommodation for seasonal agricultural workers must in the first instance be limited to a single structure shared by the three smallholdings. If, subsequently, an individual farm business (Steward) wishes to have its own temporary worker accommodation, Stewards must first consult with ELC and Arlington Parish Council (APC) and evidence why they need it. If both ELC and APC agree, it must be placed within the residential area. In all instances, temporary worker accommodation must be provided in a structure(s) acceptable to Wealden District Council for said use.
- Remove redundant temporary structures, agricultural and domestic, within 40 working days.
- Limit the use of fixed external lighting to the hours between 06:30 and 22:00.
- Ensure that during 340 days of each calendar year, there are no more than two non-agricultural vehicles parked overnight per smallholding. On the remaining 25 days, each smallholding is permitted more than two vehicles.
- Ensure the site is not: used to make vehicle repairs, other than to Stewards' own vehicles; nor to store or service machinery not used for agricultural purposes. Any broken-down vehicles are to be repaired or removed within 15 working days.

- Not carry out works affecting the main landscape features of the site without the written permission of the ELC: this includes the removal of mature trees, breaks in or the removal of hedgerows, or substantial reductions in hedge volume.
- Ensure that neither waste nor storage becomes a nuisance, annoyance, or damage to the ELC or Stewards or occupiers of other property in the neighbourhoods or the local or other authorities.
- Inform, and where possible consult, all local residents of any developments on the site that do not require planning consent but may attract complaints to the ELC and / or the LPA, for example, the erection of a small wind-turbine. Local residents are to be informed before the development is carried out.

Monitoring

- Each year the ELC will conduct an annual audit. The team will evaluate every element of the requirements during the visit, and record its observations in an annual report. An ecological survey will form part of the ELC's annual report to Wealden District Council.
- Any genuine reports of a failure to observe the requirements in this section will be investigated by the ELC within 10 working days.
- After a temporary dwelling has been brought onto the site, the ELC will make a site visit within 10 working days to ensure the location, size and materials of the dwelling correspond to the plans approved by the ELC.
- Arlington Parish Council will be asked to submit a statement as part of the annual audit which will comment on the visual impact of the development.

BIODIVERSITY & SOIL FERTILITY

Our **objective** is to make improvements in ecosystem health including an increase in habitat and biodiversity, and improved soil health both at the site and in the surrounding area. This includes avoiding adding to vehicle emissions in the Ashdown Forest where the protected heathland is at risk as a result of nitrogen depositions.

Requirements upon the ELC

- Select Stewards who are evidently committed to and experienced in land management practices which contribute to ecological restoration.
- Commission an annual ecological survey by a qualified professional.
- Test soil nutrients and evaluate soil structure as part of the annual audit.
- When visiting the site for any reason, make use of public transport and/or cycle. If this is not possible due to health, safety, or logistical reasons, then ensure motor vehicles, unless they are electric, do not travel through the Ashdown Forest.
- Inform visitors, including contractors of the threat from vehicle emissions to the heathland in the Ashdown Forest and advise them not to travel in a vehicle through the Forest unless it is an electric vehicle.

Requirements upon Stewards

- Not use agro-chemicals: artificial inputs in the form of synthetic pesticides, herbicides or fertilisers[1].
- Not introduce invasive species.
- Ensure that all chemicals (e.g. fuel, paint), waste, manure and compost is properly managed and disposed of and does not become a pollutant on the site or elsewhere.
- Where there is livestock, ensure that all external boundaries are maintained as stock proof, either through managing hedges or fencing, in collaboration with neighbours where necessary.
- Manage grey water soakaways and any other source of waste water to ensure that there is no contamination of water bodies, water courses or groundwater; or causes soil erosion.

[1] There may be some instances, like those identified in the Wholesome Food Association Rules & Regulations where failure to use agro-chemicals may create greater negative ecological impact than their use. In such exceptional circumstances their use will be considered to be in compliance with this Plan.

- For regular deliveries within your control, ascertain the driver route directly from the business and only use this supplier if they can confirm that the delivery route does not include the Ashdown Forest or can confirm they employ electric vehicles.
- Make visitors, including WWOOFERs aware of the threat from vehicle emissions to the heathland in the Ashdown Forest and advise them to avoid travelling in a vehicle through the Forest unless it is an electric vehicle.

Monitoring

- Each year the ELC will conduct an annual audit. The team will evaluate every element of the requirements during the visit, and record its observations in an annual report. An ecological survey will form part of the ELC's annual report to Wealden District Council as will soil test results taken from four points across the site.
- The ELC will investigate any genuine report of major pollution within 24 hours, and any genuine report of minor pollution within 3 working days.
- As part of the annual audit, the ELC will conduct informal interviews with the Stewards to ascertain vehicle movements to and from the site.

ENERGY & CARBON EMISSIONS

Sustainable development requires that households use significantly less fossil fuel than the current average. Our first **objective** is to reduce the consumption of non-renewable energy. In order to contribute to the stabilisation of the global climate, our second **objective** is for the site to absorb and store carbon dioxide.

Requirements on the ELC

- Install a photo-voltaic system on the roof of the shared barn.
- Select Stewards who are evidently committed to both the reduction in personal consumption of fossil fuel and to land management practices which contribute to bio-sequestration.

Requirements upon Steward

- Stewards are required to generate their electricity on site from a renewable source. The use of a ‘back-up’ generator is permissible but Stewards are to be working towards consuming as high a proportion of renewable electricity as practicable.

Monitoring

- Each year the ELC will conduct an annual audit and the team will report on whether electricity is being sourced from renewable sources.

ANIMAL HUSBANDRY

Following the guidance of the Farm Animal Welfare Council, our **objective** is that animals should be managed in such a way that they enjoy the 'five freedoms' – freedom from:

- Malnutrition,
- Physical discomfort and extremes of temperature,
- Injury and disease,
- Fear and distress, and
- Unnecessary restrictions of behaviour.

Requirements upon the ELC

- Investigate any genuine reports or charges of animal cruelty made against Stewards within 3 working days.

Requirements upon Stewards

- Ensure animals are kept to the highest possible standards of welfare.
- Inform the ELC immediately if they are accused of animal cruelty. In the event of a genuine report of animal cruelty being made, tenants are required to facilitate a monitoring visit concerned with animal welfare by the ELC or their agent(s) at any reasonable hour.

Monitoring

- The condition of animals, their stocking density and any land and housing that animals are using will be assessed as part of the annual audit.

CONSTRUCTION

This Plan has been written to cover the five years for which the ELC seeks a temporary planning permission. During this period, Stewards will reside in temporary removable structures rather than built dwellings. The requirements placed on the ELC and the Stewards with regard to temporary dwellings is addressed in Landscape Character above.

Stewards may apply to build agricultural structures such as animal housing or a glasshouse. Our **objective** is that structures are built using natural materials wherever possible, in keeping with the local aesthetic and which can be removed at the end of the temporary period, if necessary.

Requirements upon the ELC

- Review building designs submitted by Stewards, approving plans where satisfied that: the design is a good example of sustainable development in terms of building materials and construction techniques; and the development could be reversed if required without causing harm to the site.

Requirements upon Stewards

- Submit to the ELC block plans and elevations for each construction, along with a description of materials, and a reversibility statement. The statement is to set out how the building could be reversed if required, and what the final condition of the development site would consequently be. This information must be submitted and any proposed works approved by the ELC before any works commence and where appropriate, before any application for planning permission is made. This requirement does not apply to agricultural structures which are too small to allow a human to stand upright in (e.g. small chicken coops).

Monitoring

- Monitoring for this heading is based on development, not a regular timetable. After a building has been completed, the ELC will check and confirm that it is as detailed in the approved plans.
- Should any development need to be removed, then the ELC will check and confirm that the measures in the reversibility statement have been applied.

SOUND

It is our **objective** that the Stewards minimise noise disturbance during the day and do not disturb public tranquillity during the night.

Requirements upon the ELC

- Ensure that there is a sound insulated area within the barn to minimise the noise generated by the back-up generator.
- Ensure that ELC staff or its contractors consider the specified noise level rating when procuring the back-up generator for the site.

Requirements upon Stewards

- Except in an emergency, not use the back-up generator at night, between 10pm and 7am for Mondays to Saturdays or 10pm to 8am Sundays and public holidays.

Monitoring

- The ELC will investigate any genuine report of sound pollution within 10 working days. If there are more than two genuine reports of sound pollution, the ELC will investigate within 3 working days.

ANNUAL OPEN DAY

The **objective** of the annual open day is to spread understanding of the ELC's approach to ecological agriculture and low impact development. To this end the site will be opened to the public once a year.

Requirements upon Stewards

- From Year Two, open the whole site for a minimum of half a day annually. The date is to be advertised at least a month in advance and is to be advertised in the local area.
- The development on the site, its overall management, and the nature of the eco-smallholdings and the livelihoods they support is to be explained to those attending the open day.
- Provide the ELC with information on the open day in order for the ELC to be able to report on the day.

Monitoring

- There will be a brief report on the annual open day included in the annual report.

TRANSPORT

Our **objective** is to minimise the number of vehicles parked on the site and the number of journeys made to and from the site.

Requirements upon the ELC

- Select Stewards who have an evidenced awareness of the environmental and social harm from vehicle use and evidenced commitment to minimalizing vehicle use.

Requirements upon Stewards

- Ensure that on 340 days of each calendar year, there are no more than two non-agricultural vehicles parked overnight per smallholding. On the remaining 25 days, each smallholding is permitted more than two vehicles.
- Ensure there are no more than an average of 25 vehicle movements per day in any 30 days.

Monitoring

- During visits to the site and during the annual audit, ELC staff will record the number of vehicles on site.
- The ELC will investigate and genuine report of non-compliance with these requirements. If the report is of minor non-compliance, the ELC will investigate within 10 working days and if the report is of major non-compliance, within 5 working days.

LAND-BASED LIVELIHOOD

Land-based livelihoods are fundamental to this scheme. Our **objective** is to support the creation of a land-based livelihood on each of the smallholdings. Land-based livelihoods are businesses based on the production, use of, and sale of crops, livestock, trees, and bees or any combination thereof.

Requirements upon Stewards

- To operate a viable agricultural business on their holding as per the terms of their agricultural business tenancy agreement. In the absence of government guidance, a viable agricultural business will be defined as:

  > A business based on the production, use of, and sale of crops, livestock, trees and bees or any combination thereof and which is profitable in at least one of the first three years of business, and which is capable of meeting household living costs by the fourth year of occupying the holding.

- Either one member (or more) of each of the three households will need to work full-time on the holding or two or more members of each household will need to work part-time on the holding so that together they constitute at least one full-time equivalent worker.
- Provide the ELC with an updated business plan annually as part of the annual monitoring. The business plan is to include: detailed and comprehensive profit and loss and balance sheet forecasts for 3 years; a cash-flow forecast; marketing strategy and land management plans.
- Provide the ELC with annual business accounts. The accounts are to be prepared to Companies House small business accounting standards.
- Report annually to the ELC the number of agricultural workers, in Full Time Equivalents, who are both working on their holding and living in their household

Monitoring

- Monitoring will be: an inspection of the site / farm business; a review of the businesses' annual accounts and business plans; and a review of the Stewards'

reports on the number of full-time equivalents who are both working on their holding and living in their household.

PROTECTING THE SMALLHOLDINGS FOR ECOLOGICAL AGRICULTURE

Our **objective** is that the three agricultural workers' dwellings at Arlington stay tied to their land holding, and that they remain in agriculture and for use by an agricultural worker, in perpetuity. A secondary objective is that the freehold remains in the possession of the ELC so that it can ensure the implementation of this Plan.

Requirements upon the ELC

- Never seek to remove any conditions which restrict the land to agricultural use.
- Never seek to sell the freehold.
- As part of the annual reporting requirement, submit ELC's annual accounts to Wealden District Council. Accounts must first be approved by the ELC's members at the Annual General Meeting.
- Any change to the registration of the ELC with the Financial Conduct Authority, or to its asset lock, shall be reported to Wealden District Council.

Requirements upon Stewards

- Stewards are prohibited from subletting (whole or part) their temporary dwelling. The hosting of WWOOFers[2], volunteers or an apprentice is not considered subletting.
- Stewards must occupy the dwelling as their main residence.

Monitoring

- The ELC is to investigate any genuine reports of subletting within 10 working days.
- The ELC is to investigate any genuine reports of Stewards not occupying their dwelling on their holding as their main residence within 10 working days.

[2]WWOOFers are volunteers who work on organic farms

DISCOUNTED, AFFORDABLE LEASE PRICE, INCLUDING RESALE

The ELC is offering affordable access to smallholding. It is central to the ELC's mission and objectives that the lease remains affordable in perpetuity.

Requirements on the Stewards

- Before selling their lease, each existing Steward must offer their property back to the ELC. If the ELC does not wish to or cannot buy the property back at the resale value within 9 months, the Steward may sell the lease to a new Steward with the prior approval of the ELC at the resale value or less. Approval cannot be unreasonably withheld. Any new Steward would be subject to the same conditions and requirements as the existing tenant.

Monitoring

- The ELC will report on the sale and re-sale prices of the leases.

MONITORING, FAILINGS AND ACTION PLANS

Each year the ELC will produce a report on the site known as an annual audit. This will be made binding on the ELC by way of a Section 106 Agreement. Within each annual audit, the ELC will identify any of the requirements within this Plan which have not been fully complied with. The first of these annual reports is to be submitted within 18 months after being granted planning permission.

If a requirement has not been fully complied with, the ELC will agree with the Steward(s) an Action Plan to meet any outstanding requirements within an agreed time-frame. If agreement cannot be reached on any aspect of the Action Plan, then ELC may finalise the Plan. The Steward may appeal by applying to the ELC Board of Directors within 10 working days of the finalised Action Plan being issued; the Board will issue a final decision within one month. Stewards are obliged by their lease to carry out the Action Plan.

In the event that the Steward does not carry out an Action Plan within the specified timeframe, the ELC may at its discretion:

- Issue further directions that may address any or all of the requirements of the Management Plan, or
- Terminate the lease upon a period of notice of six months. A decision whether to require a Steward to sell their lease must be taken by a vote of members at a general meeting. As per the rules of the ELC, the meeting must be quorate. Compensation will be paid at 75% of the resale value, provided a final review of the site verifies that no further deterioration has taken place over those six months.