Ministry of Housing,
Communities &
Local Government

Open consultation

Standard planning agreements for medium-sized sites

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Applies to England

Contents

This publication is available at https://www.gov.uk/government/consultations/standard-planning-agreements-for-medium-sized-sites/standard-planning-agreements-for-medium-sized-sites

This consultation seeks views on 4 standardised planning agreements for medium sites.

Scope of this consultation

The Ministry of Housing, Communities and Local Government (MHCLG) is seeking views on 4 standard templates pursuant to section 106 of the Town and Country Planning Act 1990 for medium sites:

1. Bilateral agreement comprising standard clauses template and Schedules for Financial Contributions and the Council's Covenants.
2. Unilateral Undertaking comprising standard clauses template and a Schedule for Financial Contributions.
3. Affordable Housing Schedule for Full Planning Permissions, including a discretionary cascade mechanism.
4. Affordable Housing Schedule for Outline Planning Permissions.

These draft template documents have been published alongside this consultation document and should be read in conjunction with it.

Geographical scope

These proposals relate to England only.

Impact assessment

We will use feedback from the consultation to inform our assessment of the impact of the measures.

Body responsible for the consultation

The Ministry of Housing, Communities and Local Government (MHCLG).

Duration

This consultation will begin on 25 August 2026 and close at 11:59 on 20 October 2026.

Enquiries

For any enquiries about the consultation please email: standards106consultation2026@Communities.gov.uk

How to respond

You may respond by completing the online survey at:

Start now

Citizen Space is the department's online consultation portal and our preferred route for receiving consultation responses. We strongly encourage responses via the online survey, particularly from organisations with access to online facilities, such as local authorities, representative bodies, and businesses.

Consultations on planning matters receive a high level of interest across many sectors. Using the online survey greatly assists our analysis of the responses, enabling more efficient and effective consideration of the issues raised for each question.

Respondents do not need to answer every question.

When responding to the consultation, please do not include sensitive personal data such as your name and address within your responses to questions.

Respondents should not cite previous questions or remark 'see above'. Due to the way the consultation responses are processed, we cannot guarantee your comments will be captured if replying in this way. Any points you wish to raise in response to a question should be set out in full as part of that question's response.

You can learn more about this consultation and how we treat your personal data.

If you cannot respond via Citizen Space, or you have supporting evidence to accompany your response, you may send your response or supporting evidence by email to: standards106consultation2026@Communities.gov.uk

Written responses should be sent to:

> Developer Contributions team
> Planning Strategy Division – Planning Directorate
> Ministry of Housing, Communities, and Local Government
> Third Floor
> Fry Building
> 2 Marsham Street
> London
> SW1P 4DF

When you reply, it would be very useful if you confirm whether you are replying as an individual or submitting an official response on behalf of an organisation and include:

- your name
- your position (if applicable)
- the name of organisation (if applicable)

- an address (including post-code)
- an email address
- a contact telephone number

If you respond by writing or email, please make it clear which question each comment relates to and ensure that the text of your response is in a format that allows copying of individual sentences or paragraphs, to help us when considering your view on particular issues.

Thank you for taking time to respond to this consultation. Your views will help improve and shape the final templates.

Introduction

The government has a clear manifesto commitment to deliver the biggest increase in social and affordable housebuilding in a generation, and to strengthen planning obligations to ensure new developments provide more affordable homes.

Section 106 (s106) agreements are, and will remain, an essential mechanism for delivering social and affordable housing. They account for a significant proportion of affordable home completions and total new home delivery each year, and secure important site-specific mitigations required to make development acceptable in planning terms.

Although vital to the provision of affordable housing and infrastructure, in recent years the negotiation of s106 agreements has become synonymous with inefficiency and delay, which demands significant local authority resources and can have a disproportionately negative impact on Small and Medium Enterprise (SME) builders.

In May 2025, the government sought views through the Planning Reform Working Paper on "Reforming Site Thresholds (https://www.gov.uk/government/publications/planning-reform-working-paper-reforming-site-thresholds/planning-reform-working-paper-reforming-site-thresholds)" on how s106 negotiations could be streamlined, particularly for SME builders. This included exploring the merits of a standardised s106 template for medium-sized sites (initially proposed as sites between 10-49 units / up to 1.0 hectare).

In response to feedback received through the Working Paper, the government confirmed as part of the consultation on the new National Planning Policy Framework (NPPF) (https://www.gov.uk/government/consultations/national-planning-policy-framework-proposed-reforms-and-other-changes-to-the-planning-system/national-planning-policy-framework-proposed-reforms-and-other-changes-to-the-planning-system), which ran between 16 December 2025 and 10 March 2026, that we would progress work with the Planning Advisory Service (PAS) to develop a suite of resources to support s106 negotiations, including developing a s106 template for 'medium sites' as an immediate priority.

Alongside this, we set out in our Policy Statement: a roadmap for Section 106 delivery in England (https://www.gov.uk/government/publications/policy-statement-a-roadmap-for-section-106-delivery-in-england), published on 28 January 2026, how we are actively exploring a range of additional longer-term measures to provide for a simpler, more transparent and more resilient s106 system.

The new NPPF (https://www.gov.uk/government/consultations/national-planning-policy-framework-proposed-reforms-and-other-changes-to-the-planning-system), published on 17 August 2026, provides the basis for use of model planning obligations. It also formally introduces the category of 'medium' development (schemes of up to 2.5 hectares in area and between 10 and 49 units). Streamlining the process of negotiating planning obligations for this size of site will provide greater certainty for SME developers and support a more proportionate planning system. These changes will in turn support the government's wider ambitions to diversify the housing market and accelerate build out.

This consultation is set out in 2 parts:

Part 1 seeks views on 2 standard clauses templates for sites between 10 to 49 units. The first for bilateral s106 agreements and the second for unilateral undertakings (UUs), together with schedules for financial contributions and the local planning authority's covenants.

Part 2 seeks views on 2 draft Affordable Housing Schedules for sites between 10 to 49 units. The first for Full Planning Permissions, including a discretionary cascade mechanism, and the second for Outline Planning Permissions.

The government intends to publish further model obligations and planning conditions to support consistency in decision making in due course. This is a key part of our ambitions for a more streamlined, certain and rules-based planning system which supports more timely decisions, boosts market diversification and supports the delivery of significantly more homes, including affordable homes.

Background

Section 106 (s106) of the Town and Country Planning Act (TCPA) 1990 enables a party to enter into obligations which are enforceable by the local planning authority (LPA). These obligations are used to make otherwise unacceptable development acceptable in planning terms. This may include requiring the provision of affordable housing and necessary supporting infrastructure.

Planning obligations can be secured either through a bilateral s106 agreement between a landowner or developer and LPA, or through a unilateral undertaking (UU), which allows applicants to unilaterally commit to obligations without the LPA being party to the deed. In both cases, obligations are enforceable by the LPA both against the party who entered into the obligation as well as anyone to whom the original party's interest in the land is transferred. This means that planning obligations run with the land as planning permissions usually do.

To be taken into consideration when determining a planning application, planning obligations must meet the tests in Regulation 122 of the Community Infrastructure Levy Regulations 2010.

They must be:

(a) necessary to make the development acceptable in planning terms;

(b) directly related to the development; and

(c) fairly and reasonably related in scale and kind to the development.

National and local planning policy must also be taken into account when considering the need for an obligation. Agreements must therefore be considered on a site-by-site basis to ensure that they are appropriate for a particular development.

Nevertheless, the government recognises that there is scope for greater standardisation in how agreements are drafted, particularly for smaller schemes, to reduce the timescales and costs involved for both LPAs and developers. The proposed standard planning templates published as part of this consultation are intended to become the default for applications in the future, reducing time spent agreeing standard provisions and freeing up local capacity to focus negotiations on more complex obligations.

The new National Planning Policy Framework (NPPF), published on 17 August 2026, sets out in DM6(4) that where national model planning obligations are relevant to the development, they should be used unless there are strong reasons for using a different obligation. This provides the basis for greater consistency in the use of planning obligations. This is not intended to apply to the cascade mechanism detailed in Part II of this consultation, which is proposed as a discretionary measure for LPAs to utilise where they deem this appropriate.

Please note that where the term ‘Council’ is used in the draft templates, this refers to the local planning authority (LPA) in which the relevant site is situated.

How these draft templates were developed

The Planning Advisory Service (PAS) launched a competitive tender exercise in November 2025 (https://www.find-tender.service.gov.uk/Notice/077278-2025) to commission a practical s106 support package for LPAs, initially prioritising the standardised templates and obligations for scales of development that fall within the government’s proposed medium-sized site category. The contract was awarded to Town Legal LLP (Town Legal) in February 2026 (https://www.find-tender.service.gov.uk/Notice/010581-2026). Town Legal and PAS have undertaken further engagement on the draft templates with key stakeholders across the sector, including LPAs, developers, and legal firms, to inform the final consultation drafts.

This consultation offers the opportunity to engage with all relevant parts of the sector to ensure the final templates are as effective as possible.

Part 1: Standard templates for medium sites - draft bilateral s106 agreement and UU template

The questions in this section relate to the draft bilateral s106 agreement and UU templates.

Parties, titles and recitals

Parties
The draft templates are drafted to anticipate freeholders, leaseholders, developers and mortgagees entering into the deed, as applicable to the particular site. The template should be amended as needed to reflect the parties and the nature of their interest in each case.

As drafted, only freeholders (referred to in this document and the draft templates as the “Owner”) and leaseholders (referred to in this document and the templates as the “Leaseholder” or collectively with the freeholder as the “Owners”) are expected to give the covenants and therefore be directly liable for the obligations. Other parties (i.e. mortgagees and developers with no freehold or leasehold interest) may be included to confirm their consent to their interests being bound and to ensure that they will be bound by the obligations if they take possession of the relevant land.

The land bound by the planning obligation should usually correspond to the land included in the application for planning permission. However, there is no statutory requirement that all those interested in the relevant land must be party to the deed, and LPAs have discretion to take a pragmatic approach in deciding who should be party, taking into account the need to ensure future enforceability. There are a number of circumstances in which it may be appropriate for some interests not to be bound.

For example:

- the nature of the land is such that development could not meaningfully be implemented free of the obligations (e.g. adopted highway, or land held by statutory undertakers)
- the nature of the interest would not allow the party to carry out development (e.g. a leaseholder of a floor within a building that is to be demolished)
- the obligations and accompanying planning permission have been structured so that development cannot be carried out until the relevant land is bound

Title

Planning obligations must give details of each person’s title to the land. This should be checked by the LPA, and in hearing and inquiry cases the Inspector will ask for its assurance on title. In written representations cases, and in cases where the LPA is unable to give an assurance, the applicant or appellant will need to provide evidence of title to the Inspector. Normally this is in the form of an up-to-date copy of the entries from the Land Registry.

Where the application is being determined by the LPA, the applicant should provide title information which should be checked by the LPA. The proposed Title Warranty included at clause 13 and 14 of the UU and bilateral, respectively, is a prompt to the Owner for this exercise to be carried out and to require the Owner to disclose any other relevant interests which may not be shown on the title, such as a pending application to the Land Registry to have a further interest registered.

The government is interested in views as to whether guidance would be useful to assist parties with the process of evidencing and checking title and addressing issues such as unregistered land or land where the registration of a completed transfer is pending.

Recitals
The recitals are not legally binding but help to ensure that the requirements of section 106(9) of the TCPA 1990 are met so that the obligations are enforceable. The recitals can also set out useful context to help third parties understand the background and the roles and/or capacities of the parties.

Question 1
Do you consider that the publication of guidance on title issues would assist with the negotiation of section 106 obligations?

Yes / No / Not sure . Please explain your answer.

Definitions – Clause 1

This proposed clause defines terms used within the deed. Agreed definitions are important for clarity and certainty in respect of terms used throughout the document.

Some of the proposed definitions included in this clause define certain timing points which are used to prescribe when certain provisions come into force or as deadlines for complying with particular obligations. Of particular note, are the definitions of “Commencement” and “Implementation”. Implementation is defined as the first date at which a “material operation” (as defined by section 56(4) of the TCPA 1990 is carried out. The definition of “Commencement” excludes various site preparation and enabling works from constituting “Commencement” under the agreement.

The definition of “Commencement” is relevant to clause 4 (‘Conditionality’), which states that the covenants given to the LPA will not come into effect until both planning permission has been granted and Commencement has taken place, save for any obligations which need to be satisfied prior to Commencement, and which come into effect on the grant of planning permission. Examples of such early obligations may be local labour and employment obligations, or archaeology and demolition/construction related obligations, which are not included in this template.

Commencement as a concept is useful as it allows for enabling works and site preparation works to be undertaken without triggering the substantive obligations, which is commonly accepted as being a reasonable and proportionate approach. It can also be a relevant payment deadline for certain financial contributions.

The government recognises that the use of a separately defined term, “Commencement”, in section 106 agreements is well established. However, we also recognise that there is a risk of confusion with the use of commencement of development in other statutory contexts, including pre-commencement conditions, commencement for the purposes of the Community Infrastructure Levy, and commencement notices. This is because the draft template adopts a defined meaning which includes specific carve-outs from the section 56(4) definition of a material operation.

The government is therefore interested in views on whether the defined term should instead be renamed in order to mitigate the risk of confusion and if so, what an appropriate name might be used to describe section 56(4) material operations with specified operations and activities carved out.

"Implementation" applies to any material operations that fall within the statutory definition, and the proposed template secures notification of when this has taken place which can be a useful advance warning to LPAs that Commencement is likely to be imminent (see clause 18 of the UU and clause 19 of the bilateral agreement ('Notifications')). Implementation is also used in clause 16 of the UU and clause 17 of the bilateral agreement ('Termination of this deed'), which stipulates that the deed shall cease to have further effect in the event that the Planning Permission lapses without having been Implemented.

Further detail about other definitions is included below where relevant to the clause to which they relate.

Question 2
Do you agree that the definition of "Commencement" used in the templates is appropriate?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, including any views on the list of excluded works and activities set out within it.

Question 3
Do you have any views on whether renaming the defined term "Commencement" would be appropriate to avoid confusion with other statutory uses of the term in the future?

Please explain your answer.

Question 4
Do you have any other comments on the definitions included in this clause?

Please explain your answer.

Interpretation – Clause 2

This proposed clause includes standard interpretation provisions to provide clarity in respect of basic points of interpretation. Clause 2.4 provides that a reference to any party to the deed includes successors in title and any person deriving title through or under that party. This means that the provisions in the deed apply equally to successors in title. Section 106(3) of the TCPA 1990 provides that, subject to any release provisions in the s106 deed, the s106 obligations themselves will be enforceable against any person deriving title from a person who enters into the obligation. This provision makes clear that all of the provisions of the deed apply to successors in title.

Clause 2.5 similarly applies to successors to the statutory functions of the LPA.

Question 5
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Statutory provisions – Clause 3

This proposed clause states that the agreement is entered into under certain provisions or various “Acts” where section 106 of the TCPA 1990 itself does not apply. The most commonly included legislative provisions, which include powers for the LPA to enter into agreements, are included in the draft. There may be other specific provisions which have not been listed but could be added if relevant to future schedules to the template document.

Clause 3.2 provides that the obligations bind the interests of the Owner(s) which are specified in the recitals by reference to Land Registry title numbers.

Question 6
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Conditionality – Clause 4

Conditionality provisions are necessary to ensure legal certainty as to when obligations come into effect. Therefore, we propose that clause 4 provides that the provisions of the deed will come into effect on the date of the deed, with the exception of the Owner's covenants to the LPA to comply with the planning obligations. This covenant to observe and perform the section 106 obligations set out in clause 6 does not come into effect until the planning permission has been granted and the work on the development has "Commenced" under the planning permission.

In the context of an appeal, additional wording would need to be included (see clause 4.2 in square brackets) if the deed is being entered into for the purposes of a planning appeal, in order to reflect the decision-making process that would be carried out by a planning inspector.

Question 7
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Appeal provisions – Clause 5

We propose that this provision allows for the Inspector or Secretary of State when making an appeal decision to specify that certain obligations will not have effect or to specify alternative wording for particular obligations.

This is needed in an appeal context because a completed s106 undertaking or agreement needs to be provided to the decision maker before the decision is issued. If there is a question as to whether any of the proposed obligations comply with Regulation 122 of the CIL Regulations 2010 or are material considerations in determining the appeal, this clause allows the Inspector or Secretary of State to reach a decision on those points and the obligations that come into effect will then reflect that decision. The same applies where there is uncertainty over an aspect of an obligation such as the timing or the amount of a contribution.

Question 8
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Covenants to the council – Clause 6

This is the clause in the deed where the Owner(s) covenant to comply with the substantive obligations, such as financial contributions or affordable housing which are set out in detail in the Schedules. We propose that this clause comes into force in accordance with clause 4.

Question 9
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Developer's consent – Clause 7

This provision is relevant if there is a developer who is not a freeholder or leaseholder but, for example, may have an agreement to acquire the land under an option agreement. This proposed clause makes clear that the developer has consented to the Owner entering into this agreement, and accepts the Owner's interests will be bound, and further that the developer will be bound if they acquire a legal interest in the land. However, the developer is not liable for the obligations in the agreement unless it acquires an interest in the land from the Owners.

Where the Owner(s) of the land have entered into the s106 deed, it should not be necessary to include a developer that has no interest in the land or a limited interest under an option agreement as a party to the deed. This is because the developer will be bound as a successor in title by the deed by virtue of s106(3) of the TCPA 1990 when they acquire the land from the Owner(s). If a developer is to be included as a party, the parties may agree that the developer's covenant should be limited to confirming that they consent to their interest being bound rather than giving and therefore being liable for primary obligations alongside the Owner(s), particularly if the developer has no ability to carry out any development or control what is done with the land. Liability for primary obligations can cause ongoing issues for a developer if they do not have an interest in the land and the land is acquired by a third party who carries out the development. In such circumstances, there is no mechanism to clearly release the developer from the obligations because the release is tied to parting with the relevant interest in the land under s106(4) of the TCPA 1990.

Question 10
Do you agree that this clause is necessary in circumstances where a developer has no interest in the land, or where their only interest is an option over the land or a part of it?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 11
Do you agree with the drafting of this clause?

Strongly Agree/Agree/Neither Agree nor Disagree/Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Mortgagee's consent – Clause 8

This provision is only required if there is an existing mortgagee that is entering into the deed. It is necessary to ensure it is clear that lenders are not liable for compliance with the obligations unless or until they take possession of the land. Without this clause, the government understands that mortgagees will generally refuse to enter into the deed.

This clause does not need to be cross referenced to the mortgagee clause in the affordable housing provisions because it relates only to the existing mortgagee.

Question 12
Do you agree that the drafting of this clause gives financial certainty, particularly to lenders?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 13
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Future chargees – Clause 9

It is important that any future mortgagees and chargees have the same protection as any mortgagee or chargee who has a charge in place at the date of the deed would have. The government understands that the absence of this clause often impacts a developer's ability to secure finance to deliver the development in the future.

Question 14
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Council Covenants – Clause 10 of the bilateral agreement

The draft template for the bilateral agreement includes a proposed schedule of the LPA's covenants – see Schedule 3 below. As a UU cannot impose obligations on the LPA, any provisions which place obligations on the authority have been omitted from the draft unilateral undertaking template. The authority will remain bound by its existing statutory and public law duties.

Question 15
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Liability – Clause 10 of the unilateral undertaking and clause 11 of the bilateral agreement

In instances where there is more than one owner, the standard position is that there will be joint and several liability for all the obligations in the deed that apply across the site for all owners. In some cases, it may be appropriate to ringfence liability for obligations of a part of the site, to owners of the relevant part of the site: for example, where the site is divided into clear phases which are intended to be brought forward relatively independently from each other, the owners of a phase would only be liable for obligations that apply to the phase in which they have an interest. However, we think this is unlikely to be the case in a development of this scale, and therefore drafting has not been provided for this scenario.

Question 16
Do you agree that this clause should include drafting to allow for ringfencing of liability for obligations?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 17
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Exemptions – Clause 11 of the unilateral undertaking and clause 12 of the bilateral agreement

This proposed clause provides that the obligations will not be enforceable against certain parties, for example, individual owners, tenants or occupiers of flats or houses or any commercial units within the development. It may be reasonable to specify other parties or parts of the site against which the obligations should not be enforced, depending on the details of the proposed development. We understand that this is commonly included in s106 deeds but that there are some differences in the approaches taken.

If the categories of persons or bodies referred to above are not excluded from the s106 obligations by this clause they are at legal risk of being responsible for all obligations of the development. We understand that this can lead to additional cost, delay and complexity with future conveyancing, usually requiring enhanced due diligence and indemnity arrangements to be entered to provide acceptable legal protection. This can be avoided if the deed is clear on its face that these parties will not be bound.

Where obligations should reasonably apply to occupiers, they can be carved out of the exemption. Common examples are travel plans, local procurement and employment (for commercial occupiers) and car free provisions.

Question 18
Are you aware of instances where exemptions for individual owners and occupiers of residential dwellings and/or commercial units have hindered the effective enforcement of planning obligations against developers?

Please explain your answer.

Question 19

Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Release – Clause 12 of the unilateral undertaking and clause 13 of the bilateral agreement

This is a standard provision which reflects the provisions of s106(4) of the TCPA 1990 which states: “The instrument by which a planning obligation is entered into may provide that a person shall not be bound by the obligation in respect of any period during which he no longer has an interest in the land”. This proposed clause is important to ensure that parties are not bound indefinitely when they no longer have any interest in or control over the land. The release carves out any existing breaches to prevent avoidance.

The draft template anticipates a situation in which a landowner sells their interest in a part of the land they used to own and which was land subject to the planning obligations. It allows for release from liability from breaches in relation to the part of the land in which the landowner no longer has an interest, although liability for any outstanding financial contributions remains as these will not normally relate to a specific part of the site.

Question 20
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Title Warranty – Clause 13 of the unilateral undertaking and clause 14 of the bilateral agreement

The proposed title warranty is drafted to ensure that any interest in the land which may be relevant for enforcement of the deed (i.e. interests that allow a party to take possession other than a successor in title) have been disclosed by the Owner. A wider warranty covering other interests may be necessary depending on the obligations being secured.

Title information is usually supplied by the applicant to the LPA in s106 agreements and UUs, and the applicant will be required to respond to any other title enquiries made by the LPA.

A warranty as to the party's ability to enter into the s106 deed has not been included because if there is any doubt about this (i.e. in the case of a company registered in a different jurisdiction) a legal opinion from the relevant jurisdiction which can be relied on should be obtained.

Question 21
Do you agree that a title warranty is necessary to include alongside the title information supplied by the applicant to the LPA?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

If so, please explain your answer and provide relevant examples of where a title warranty has been useful (or has alternatively been a hindrance), where possible.

Question 22
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Future Permissions – Clause 14 of the unilateral undertaking and clause 15 of the bilateral agreement

Section 73 (s73) of the TCPA 1990 allows developers to apply to an LPA to amend, vary, or remove conditions attached to an existing planning permission. If a s73 application is approved, a new planning permission is granted with the amended conditions. Therefore, the obligations in the original s106 agreement do not automatically apply to development carried out under the s73 permission.

This proposed provision permits the s106 agreement or undertaking to be applied to future planning permissions granted under s73 (or when in force section 73B), where no obligations need changing. This can reduce the legal costs and resource burdens required by all parties by not requiring a deed of variation to be entered where no change is required to the obligations, promoting more certainty on which obligations will be delivered. It also addresses the risk of s73 permissions being issued inadvertently without the necessary deed of variation, which could mean that the obligations do not bind the land if the development is carried out under the s73 permission.

The proposed drafting still allows for LPAs to amend or seek different obligations in so far as they are materially different if required, and the LPA will need to consider whether the obligations need to be modified to make the amended scheme acceptable in planning terms.

If the LPA and Owner(s) agree that the obligations should be modified in light of the amended conditions, a deed of variation can be entered into to modify the original obligations.

If the new route to vary planning permissions under section 73B of the TCPA 1990 is implemented, we propose to update this clause to cover such permissions.

Question 23
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Future Development – Clause 15 of the unilateral undertaking and clause 16 of the bilateral agreement

Where the obligations in a s106 deed are in force because development has commenced under the associated planning permission but has not progressed, this proposed clause means that where planning permission is subsequently granted for a different form of development (other than one to which clause 14 applies), any obligations in the existing s106 deed that are incompatible with the subsequently approved development should not prevent that development from being built out. However, where obligations are not incompatible, this clause does not mean that they would no longer be enforceable.

While it would be best practice to explicitly address any incompatibility in a new s106 agreement by expressly discharging or amending any relevant obligations, we understand that this may not always happen in practice, particularly if the subsequent development is approved at appeal with a UU.

Question 24
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Termination of this Deed – Clause 16 of the unilateral undertaking and clause 17 of the bilateral agreement

This proposed clause ensures that the deed does not continue in force where the related planning permission is no longer capable of implementation because it has lapsed without having been implemented, or it has been revoked, modified without consent or quashed. However, this does not affect any liabilities or obligations which have fallen due prior to any of those relevant events occurring.

Question 25
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Severance – Clause 17 of the unilateral undertaking and clause 18 of the bilateral agreement

This is a standard provision to ensure that the deed survives, even where some part of it has been held to be unenforceable.

Question 26
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Notifications – Clause 18 of the unilateral undertaking and clause 19 of the bilateral agreement

The purpose of this proposed clause is to assist the LPA in monitoring the performance of the obligations in the s106 deed by ensuring that they are notified of various deadlines for performance in the deed – for example in relation to Commencement, or First Occupation – both in advance of the anticipated date and confirmation of the actual date following the event. The list in the clause may be expanded to include any additional points in time where obligations may fall due, for example, occupation of a certain number of dwellings.

Question 27
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Legal Costs (Monitoring Fees and Enforcement costs) – Clause 19 of the unilateral undertaking and clause 20 of the bilateral agreement

It is usual practice for applicants to pay the LPA's legal fees in relation to the preparation of the s106 deed, although s106 does not itself provide for the recovery of costs.

Although monitoring fees have been held not to satisfy the tests set out in Regulation 122 of the Community Infrastructure Levy 2010, Regulation

122(2A) specifically allows for the cost of monitoring other planning obligations to be included as a planning obligation provided that the sum fairly and reasonably relates in scale and kind to the development and does not exceed the LPA's estimate of its monitoring costs.

The proposed template also provides for costs of enforcing the obligations to be recovered by the LPA from the Owner. However, costs should only be recovered where there has been a breach of the obligation(s) and where the Owner has been given notice and an opportunity to remedy the breach.

The inclusion of indemnities on behalf of the Owner to the LPA in relation to the LPA's costs are generally not considered appropriate. There are additional mechanisms for recovery of costs in the event enforcement action through the courts is required.

Question 28
Do you agree that a clause on enforcement costs is necessary and reasonable?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 29
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Indexation – Clause 20 of the unilateral undertaking and clause 21 of the bilateral agreement

The purpose of this proposed clause is to ensure that contributions are indexed so that the quantum for the contribution when originally calculated retains a similar value at the time it is eventually paid.

Not all contributions will be subject to indexation. For example, some are increased by reference to a local policy, which is regularly updated to reflect costs.

Different base dates may be appropriate for different contributions, depending on how and when the contribution was calculated. However, the base date is most commonly the date of the relevant planning committee meeting or the date of the s106 agreement or UU. The government also recognises that different indices may also be appropriate for different contributions.

If a contribution is to be paid in instalments, the s106 deed should be clear that indexation should be applied to each instalment at the point each individual instalment is paid (not the principal sum, as this will not reflect the correct necessary adjustment).

Question 30
Do you have any views on which indices are appropriate and should be applied to particular types of contributions?

Please explain your answer, particularly where guidance may be helpful in clarifying which indices to use in the template.

Question 31
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Interest on late payments – Clause 21 of the unilateral undertaking and clause 22 of the bilateral agreement

This proposed clause provides for interest to be applied to any payments if the deadline for payment has passed and they have not been paid. In the draft templates, the rate is defined as a percentage (to be inserted) above the base rate of the LPA’s bank or the Bank of England base rate. The relevant percentage is typically 4% above the relevant bank base rate. There are other statutory provisions or mechanisms which allow for the recovery of interest on late payments, but it is usual for the parties to agree the rate of interest which will apply in the deed.

Question 32
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

VAT – Clause 22 of the unilateral undertaking and clause 23 of the bilateral agreement

This proposed clause provides that any consideration given in accordance with the deed is exclusive of Value Added Tax (VAT). Whilst VAT is not normally payable on s106 contributions, this clause provides for the LPA to receive the full quantum of the relevant contribution should VAT be held to be payable.

Question 33
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

No Waiver – Clause 23 of the unilateral undertaking and clause 24 of the bilateral agreement

This is a standard provision protecting the LPA's ability to enforce the obligations even where they have previously not enforced against a breach of any obligations. Without this proposed clause, it may be argued that the LPA has “waived” its right to enforce in these circumstances, which would reduce flexibility for both parties.

Question 34
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Registration – Clause 24 of the unilateral undertaking and clause 25 of the bilateral agreement

This proposed clause confirms that the deed is a public document and that it will be placed on the planning register, the local land charges register and otherwise published. This is intended to avoid any future dispute and serves as a reminder to the owners and other parties. Planning obligations are local land charges so must be registered on the planning register of the local land charges register. Failure to register an obligation does not affect its binding effect on a purchaser of the land. However, the purchaser may be entitled to compensation for any loss arising from the obligation not having been registered.

Question 35
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Approvals – Clause 26 of the bilateral agreement

Many of the substantive obligations will require that details are submitted to the LPA for approval. In many cases the approval needs to be received before a particular stage in the development, either under the provisions of the deed or in practical terms, because details need to be settled to allow works to proceed. However, there is no statutory timeline for approvals under a s106 agreement and no process of appeal for non-determination, in contrast to the process for discharging planning conditions. Under this clause, the LPA covenants to use reasonable endeavours to determine requests for approvals within 20 Business Days.

The proposed clause also provides for reasons to be given where an approval is refused or where conditions are imposed. This allows the Owner to understand the reasons for refusal and therefore allows them to be addressed in a resubmission or potentially referred to dispute resolution.

Question 36
Do you agree that the proposed timescale of 20 Business Days strikes a balance between giving the parties a reasonable timescale to work towards, without imposing an absolute obligation on the LPA?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 37
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Dispute Resolution – Clause 27 of the bilateral agreement

This proposed clause follows from the Approvals clause and aims to strike a balance between requiring the parties to attempt to resolve the issue informally before moving to a formal dispute resolution process.

In the event of a dispute, the parties are to use reasonable endeavours to resolve the dispute, including holding a meeting within 10 Business Days. If the dispute has not been resolved within a further 5 business days, the dispute can be referred to a relevant expert. The specific timeframes for the submissions and representations are to be stipulated by the relevant expert once appointed. The expert is to reach their decision within 20 Business Days of the final hearing or representation.

The clause does not affect the ability of the parties to apply to the courts in relation to the agreement. However, it provides a proportionate mechanism for resolving disputes without recourse to litigation, particularly where the matters in dispute are technical in nature. It should also enable disputes to be resolved more quickly, reducing the risk of delay and supporting the continued progression of development.

Evidence of how often dispute resolution clauses are relied upon in planning practice, or whether parties end up taking a more pragmatic approach outside a formal dispute resolution procedure, is limited and dependent on the type of dispute. Therefore, we welcome evidence on how existing dispute resolution provisions are used in practice, and whether the clause as drafted effectively balances competing interests.

Question 38
Do you agree with the proposed timescales in this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 39
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 40
Please provide any examples of how existing dispute resolution provisions have been used in practice for medium sites.

Third parties – Clause 25 of the unilateral undertaking and Clause 28 of the bilateral agreement

This clause is a standard provision which specifically excludes any rights for third parties (those who are not party to the agreement) under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Deed.

Question 41
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Notices – Clause 27 of the unilateral undertaking and clause 30 of the bilateral agreement

These provisions explain how any notice should be sent to the parties involved in the deed. For the s106 bilateral template, this extends to any consent or approval required as well. This clause also makes clear how any notice, consent, or approval is treated as received.

The provisions as drafted allow for any notice, consent, or approval to be sent in writing via email or hard copy (delivered personally or by pre-paid first class recorded delivery post). The inclusion of email use attempts to streamline the s106 process between parties. The clauses make clear when a notice, consent, or approval shall be deemed as served.

Question 42
Do you have any views on the use of email to serve notices, consents, and approvals and on streamlining the s106 process?

Please explain your answer.

Question 43
Would supplementary guidance be useful to support parties in the electronic delivery of notices via email?

Yes/No/Not sure.

Please explain your answer, including any views on what would be helpful to include in this guidance.

Question 44
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Duty to act reasonably – Clause 31 of the bilateral agreement

This proposed clause sets out an overarching expectation about how the parties to the deed are expected to conduct themselves when implementing the agreement. It provides that all parties to the deed must act reasonably, work together, and co-operate to enable the obligations in the agreement to be carried out. This type of clause is intended to set an expectation as to how the parties should conduct themselves and avoid unnecessary disputes, to ensure the agreement can be implemented practically and efficiently.

Question 45
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

No fettering of discretion – Clause 28 of the unilateral undertaking and clause 32 of the bilateral agreement

This proposed clause makes clear that the LPA retains the full ability to make decisions and use its statutory powers (for example, in planning or enforcement), even after entering into the deed. The deed cannot be used to prevent the LPA from acting in the public interest or from exercising its duties in line with the law.

Question 46
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Electronic Execution – Clause 33 of the bilateral agreement

This proposed clause relates to how the deed can be signed. It provides that, as long as any required witnessing or authentication is carried out properly, parties can sign the deed using electronic signatures (for example, through email or digital signing platforms), and that these electronic signatures are treated as legally valid as handwritten signatures.

The same approach would also apply to any plans or other documents attached to the deed, so that they can also be signed or initialled electronically. We understand that an increasing number of LPAs and other parties now prefer to execute documents electronically, while others are not able to use electronic execution. Therefore, the approach will need to be agreed between the parties before the document is finalised.

Question 47
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Delivery – Clause 29 of the unilateral undertaking and clause 34 of the bilateral agreement

This is a standard clause which is necessary to make clear that the deed becomes binding only when formally dated.

It also has options for the deed to be completed and dated electronically (for example, using digital signatures) and for an electronic or scanned copy of the signed deed to be relied on instead of a physical paper copy.

Question 48
Do you agree with the drafting of this clause?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Schedule 2 of the unilateral undertaking and bilateral agreement – Financial Contributions

The proposed schedules set out the substantive obligations. Schedule 2 provides for the payment of financial contributions prior to specified points in relation to the implementation of the development.

The purposes for which the contributions are sought should be agreed and clearly set out to ensure that the contributions are applied to the intended purpose. The purpose should reflect the need, relevance and scale for the relevant obligation as identified through the application process, in accordance with the tests set out in Regulation 122 of the CIL Regulations and relevant national and local planning policy.

In addition to the deadlines suggested (e.g. Commencement, First Occupation), other deadlines may be appropriate depending on the particular facts and circumstances of the development. For example, the government is aware that it is common to require payment of contributions prior to occupation of a certain number of dwellings or a specified amount of commercial floorspace. Deadlines for payment should be agreed having regard to the need to secure the timely delivery of community facilities and public service infrastructure required to serve the new development. It may be appropriate for contributions to be paid in a number of instalments which may be linked to the progress of the development or occasionally a time period. Where the proposed development is to be phased, contributions may be linked to phases.

For each contribution, or instalment of a contribution, sub clauses (a) and (b) will need to be copied and completed with the name of the contribution and the relevant date.

For an outline application, where the amount of the contribution is to be based on the quantum of development approved by the reserved matters approval, the formula for calculating the contribution should be included.

Question 49
Would guidance on the timing of contributions be useful?

Yes / No / Not sure

Please explain your answer, particularly any views on what would be helpful to include in this guidance.

Question 50
Do you have any views on the timing of payment of contributions?

Please explain your answer.

Question 51
Do you agree with the drafting of this Schedule?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Schedule 3 of the bilateral agreement – Council's Covenants with the Owner

This draft provision sets out the LPA's obligations in the s106 agreement. Paragraphs 1.1 and 1.2 confirm that any sums paid to the LPA pursuant to the deed (together with any interest accrued) must be used solely for the specific purpose for which they are secured. The purpose for each contribution should be clearly drafted in Schedule 2, with any flexibility envisaged included in the definition of the relevant contribution. This provision reflects the principle that the contributions secured should be necessary to make the development acceptable in planning terms and therefore should be spent on the mitigation identified. The draft template includes a requirement for contributions to be held in an interest-bearing account.

Paragraph 1.3 allows the Owner to request written confirmation of how contributions have been spent. This allows Owners to have visibility on how the contributions have been spent.

Paragraph 1.4 and 1.5 require the LPA, following a written request from the Owner, to issue written confirmation that one or more obligations in the deed have been discharged. This is a practical provision to assist with future transactions relating to the land where documentary evidence that obligations have been satisfied is often required.

Paragraph 1.6 provides for the repayment of any contribution (and any accrued interest) which has not been spent or committed to be spent within the specified period following receipt. Repayment is triggered by a written request from the Owner and must be made as soon as reasonably practicable thereafter. The proposed relevant time period is given as 5 years to reflect the delivery time for small scale infrastructure works likely to be required in connection with this size of development.

Paragraph 1.7 requires the LPA to procure the cancellation of the entries relating to the deed in the local land charges register once all obligations in the deed have been fully satisfied, following a written request from the Owner. This ensures that once the obligations have been fully discharged, they will no longer appear in searches. This assists with future transactions where costs and delay can be incurred in evidencing that there are no outstanding obligations.

Question 52
Do you agree with the drafting of this Schedule?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 53
Do you agree that discharged planning obligations should be removed from the local land charges register?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 54
Do you agree with the requirement for contributions to be held in an interest-bearing account and that, in the case of any repayment, this should include interest accrued?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, including whether you envisage any difficulties in ringfencing or accounting for the interest.

Question 55
Do you agree with the default timescale of 5 years for repayment?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 56
Where contributions have not been spent but there has been no request for repayment from the Owner, would it be appropriate to have a

provision to allow the LPA to spend the contribution on other mitigation for the development in the vicinity of the development?

Yes/No/Not sure.

Please explain your answer, including how long after the expiry of the default period for return of unspent contributions should the LPA have to wait before being allowed to do this.

Part 2: Standard templates for medium sites - draft affordable housing schedules for Full and Outline Planning Permission

The questions in this section relate to the draft affordable housing schedules for Full and Outline Planning Permission.

Schedule 1 – Affordable housing

The affordable housing schedule is intended to be included in agreements using the standard clauses template for developments where affordable housing obligations are to be secured. Two affordable housing obligation schedules accompany this consultation: one relating to Full planning permissions; and another for Outline planning permissions.

Two separate templates have been produced because the approach to securing the details of the affordable housing provision is different between outline permissions, where the total number of dwellings may not be known, and full permissions, where most of the relevant details will have been specified by this point. However, the general approach and drafting is equivalent in the 2 versions as far as possible. The templates also allow for phasing.

Affordable housing obligations typically include, but are not limited to, the following:

- positive obligations requiring the provision of affordable housing, including the minimum overall number or percentage of the dwellings which must be provided as affordable housing; the required tenure mix and dwelling sizes; and restrictions on the occupation of specified numbers or percentages of market dwellings until specified numbers or percentages of the affordable dwellings have been delivered

- provisions to secure the ongoing use of the relevant units as affordable housing
- provisions concerning the operation of the affordable housing units, such as specific provisions relating to certain tenures, or the transfer of the units to Affordable Housing Providers (which include Registered Providers; local authorities; and such other appropriately authorised bodies)

The government is aware that approaches to drafting affordable housing provisions vary between LPAs. This can reflect local requirements, including preferred tenures and eligibility criteria, as well as the relative scale and complexity of the relevant development. However, there is considerable scope for greater standardisation of affordable housing provisions, provided all the essential elements (including those referred to above) are secured. The proposed drafting is intended to provide a level of detail sufficient to secure affordable housing, while being proportionate in complexity to the scale of development and retaining sufficient flexibility.

Definitions

This clause defines terms used within the schedule. The definitions are important because they define the requirements for the Affordable Housing.

Tenures
The clause includes definitions for the most common tenures of Affordable Housing. These definitions are important because they specify the requirements for different types of affordable homes.

This template provides definitions for:

- Affordable Rented Units
- Shared Ownership Units
- Social Rented Units

The template does not replicate the model drafting for First Homes and does not cover discount market sales and rented products which are often associated with build to rent schemes.

The template requires that the Affordable Housing is provided in accordance with the specified mix of tenures. In the draft template for Full Planning Permissions, this is set out in the definition of “Affordable Housing Mix,” and in the draft template for Outline Planning Permissions, this is to be specified in paragraph 1.1. The drafting for the Outline Planning Permission allows these parameters to be “otherwise agreed in writing with the Council”. The intention of this is to allow variations to the affordable housing provision and tenure mix to be agreed by the LPA without the need for a deed of variation.

Service charges can affect the affordability of affordable housing. The template does not currently include provisions relating to service charges. The consultation seeks views on whether such provisions should be included, taking account of any existing legal, regulatory or other protections.

Question 57
Do you agree that the affordable housing tenure definitions included in the template are appropriate?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, including whether any tenures should be added, removed, or defined differently.

Question 58
Do you agree that changes to affordable housing provision and tenure mix should be capable of being agreed in writing with the LPA without requiring a deed of variation?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 59
Do you agree that the template should include provisions to regulate service charges for affordable housing?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Eligibility
The draft templates do not include any definition of “Eligible Households”. Instead, this is generally referred to in the definitions of the Affordable Housing, Social Rented Units, Shared Ownership Units and Affordable Rented Units. This could be adapted, or a specific definition of Eligible

Households could be added, if there are more detailed specific local requirements in respect of any of the tenures.

Question 60
Do you agree with the approach to defining “eligibility”?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 61
Do you agree that eligibility criteria should be required to be in line with the Local Authority allocation scheme, rather than specifying the precise criteria in the agreement?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Affordable Housing Scheme
The definitions clause for the Outline template also includes the ‘Affordable Housing Scheme’. This is the mechanism for approval of the details of the Affordable Housing to be provided under Outline Planning Permissions, as these details will not be available at the grant of permission.

The Affordable Housing Scheme definition sets out the scope of the more detailed information that the Owner needs to submit for approval in relation to the affordable housing units. This is not required for a Full Planning Permission because the details will already have been specified. Affordable Housing Scheme requirements can be more extensive than the definition in the draft template – often including aspects such as design, a requirement to avoid clustering of affordable dwellings within the development, and provision of wheelchair accessible units. These details have not been included in the definition of “Affordable Housing Scheme” in the template in light of the general objective of ensuring the template s106 agreement is as straightforward and flexible as possible for medium sites, and because these issues are capable of being dealt with by condition.

Question 62
Do you agree with the drafting of this definition?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Owner’s covenants

These proposed provisions set out the Owner’s obligations to provide affordable housing as part of the development, including how much must be provided, the tenure types, when it must be delivered, and how it is transferred and used.

The Owner’s covenant at paragraph 2.1 requires that the Owner provides the Affordable Housing. In the case of the Full Planning Permission template, this is in accordance with the “Affordable Housing Mix” (which is specified in the agreement) and may also refer to a plan.

In the case of the Outline Planning Permission template, the provision is to be in accordance with a set of parameters for the total proportion of dwellings within the development, as well as the proportion of each of the relevant tenures. An “Affordable Housing Scheme” must be submitted for approval to define the full details. Development may not commence within the relevant phase until these details are approved.

Both templates then include a requirement to complete and transfer a proportion of the affordable housing units to an Affordable Housing Provider (which includes the local authority), before a percentage of the market units are occupied. This is intended to reflect the standard approach to securing delivery of affordable housing. The government is also aware that there can be more detailed negotiation over the relevant percentages or numbers and deadlines for delivery for a particular scheme.

The transfer of the affordable units to an Affordable Housing Provider is the point at which the affordable dwellings are considered to have been delivered by the Owner. The draft sets out basic requirements for the transfer at paragraph 2.3 of the Full Planning Permission and 2.6 of the Outline Planning Permission templates. The draft does not otherwise define “transfer” or specify a minimum term for any transfer which is by way of a long lease rather than a freehold transfer.

Further to this, the template does not require that covenants are imposed directly on the Affordable Housing Provider under the transfer. This is because the relevant restrictions and requirements are set out as obligations in the model schedule (paragraphs 2.4 and 2.5 of the Full Planning Permission schedule and 2.7 and 2.8 of the Outline Planning Permission schedule). The Affordable Housing Provider will be bound directly by these obligations as successor in title. Examples of such covenants found in some drafting precedents include requirements to enter into a nominations agreement with the local authority.

Question 63
Do you agree with the proposed approach to securing the delivery and transfer of affordable housing?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, including any aspects of delivery, transfer arrangements or Affordable Housing Provider requirements that you think should be amended.

Question 64
Do you agree with the drafting of these provisions?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 65
Are there any requirements that tend to create difficulty in securing an Affordable Housing Provider or delay the transfer of affordable housing?

Please explain your answer.

Enforceability

This paragraph clarifies the circumstances in which the affordable housing obligations would not apply. This covers circumstances where the tenant has acquired an affordable dwelling in accordance with the terms of the particular tenure (for example, they have purchased all the equity in a shared ownership dwelling). It also provides for situations where an Affordable Housing Provider's lender (mortgagee) takes possession of affordable dwellings in the event of a default on a secured loan. This provision is known as the "Mortgagee in possession" clause and it ensures that lenders have the ability to recover their money if a borrower defaults, while still providing the LPA with an opportunity to retain homes as affordable housing.

Paragraph 4.1 of the Full Planning Permission schedule and 3.1 of the Outline Planning Permission schedule requires the mortgagee to give notice to the LPA and attempt to reach agreement with another Affordable Housing Provider to purchase the affordable housing units within a specified timeframe under a prescribed procedure. Where the units are not purchased within this period, they are released from affordable tenure, enabling the lender to dispose the units at market rate, to regain some or all of the loan that they have provided.

The government is aware of different approaches across LPAs, which can have implications for the level of funding that Affordable Housing Providers are able to secure. The government is proposing greater certainty and consistency on the drafting of such provisions, given that this clause needs to be acceptable to funders to allow Affordable Housing Providers to finance the acquisition of the units. The specified timeframe proposed in the draft templates aligns with the three-month period encouraged by the National Housing Federation and is generally accepted by lenders. After the three-month period, the relevant units can be disposed of by the mortgagee in possession, free from the relevant planning obligations.

Question 66
What are the implications of the current drafting of paragraph 4.1 of the Full Planning Permission schedule and 3.1 of the Outline Planning Permission schedule for Affordable Housing Providers' financing?

Please explain your answer, particularly your views on the implications of increasing or reducing the specified 3-month time period .

Question 67
Do you agree with the drafting of this paragraph?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Cascade Mechanisms and Affordable Housing payments made in lieu

The new NPPF retains a clear preference for on-site affordable housing. Payment in lieu of on-site delivery should be robustly justified and support the objective of mixed and balanced communities. However, the government also recognises that there may be circumstances where, despite reasonable efforts, it has not been possible to reach agreement with an Affordable Housing Provider to take some or all of the affordable housing in the development. The government wishes to ensure greater support and certainty for SME housebuilders, who build out the majority of medium sites, in this scenario.

To address this, the draft template for Full Planning Permissions includes a discretionary “cascade mechanism”. This provides a structured process for both the LPA and the SME intended to maximise the delivery of affordable housing on site before allowing a financial contribution in lieu to be made instead. The cascade mechanism is intended to be used at the discretion of the LPA, where appropriate to local circumstances.

We also intend to publish updated guidance alongside the final discretionary cascade mechanism. This will make clear that its use may be appropriate in areas where there is evidence of reduced Registered Provider demand, rather than setting a default expectation that LPAs should use the cascade mechanism.

The cascade mechanism explicitly recognises local authorities as potential purchasers to acquire some or all affordable housing units. This is intended to guarantee that the developer tests the appetite of the relevant local authority to take on the homes, maintaining simplicity and flexibility for SMEs, without placing local authorities ahead of other potential buyers in the market. Establishing the local authority’s position relatively early in the process, rather than when attempts to secure an alternative provider have failed, also reduces the potential for delay.

The mechanism allows for an alternative tenure mix to be agreed if the reason for a lack of interest from Affordable Housing Providers is the tenure mix. Where all reasonable steps have been taken and on-site delivery remains unachievable, the mechanism ultimately allows a financial contribution in lieu to be paid to the LPA to provide affordable housing in the area.

In some circumstances, it may be agreed from the outset that a financial contribution for affordable housing should be made rather than on-site affordable housing. In this case, the contribution can be included within the “Financial Contributions Schedule” with an appropriate definition.

Cascade Mechanism
In summary, the general structure of the draft cascade mechanism is as follows:

- **An initial marketing period**: the Owner must use reasonable endeavours for at least 6 months to agree an unconditional contract for the transfer of all of the Affordable Housing Units to an Affordable Housing Provider on reasonable commercial terms.
- **Following the initial marketing period**: if it has not been possible to enter into a contract by the end of the 6-month period, the Owner may

choose to notify the LPA, with an explanation of the reasons for this and providing supporting evidence. If the issue is that the affordable housing mix secured in the deed is not attractive to Affordable Housing Providers, the Owner may submit an Alternative Affordable Housing Mix for approval. Alternatively, if the LPA is satisfied that the issue is not the Affordable Housing Mix and is satisfied the Owner has used reasonable endeavours to transfer the units to a Affordable Housing Provider, the Owner may elect to pay a contribution in lieu.

- **LPA's review and approval**: if the LPA is not satisfied that reasonable endeavours were used, the LPA may require the Owner to use reasonable endeavours to enter into an agreement with an Affordable Housing Provider for a further period of up to a maximum of 3 months. At the end of this period, if no agreement has been entered into, the Owner can notify the LPA and submit reasons and evidence as before.
- **Affordable Housing Mix Change**: If the LPA is satisfied that reasonable endeavours have been used and that the issue is the Affordable Housing Mix, an alternative mix should be agreed and approved, in order that the Owner can carry out a further 3-month period of marketing and negotiation with the approved alternative mix.
- **Payment of a contribution in lieu**: if either it has not been possible to enter into a contract on the basis of the approved revised mix within the further 3-month period, or if the LPA has agreed that reasonable endeavours were used but the issue was not the Affordable Housing Mix, the Owner may elect to pay the Affordable Housing Contribution instead of providing the relevant Affordable Housing Units. Following the payment, the relevant Affordable Housing Units can be disposed of as Market Housing Units free from the restrictions in the Schedule.

Question 68
Do you agree with the inclusion of a discretionary cascade mechanism where affordable housing cannot be delivered on site?

Strongly Agree/Partly Agree/Neither Agree Nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 69
Do you agree with the proposed operation of the cascade mechanism, including the order of stages, marketing opportunities and associated timescales?

Strongly Agree/Partly Agree/Neither Agree Nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 70
Do you agree with the proposed approach of including local authorities as potential purchasers/providers of the affordable housing units at the first stage of the cascade mechanism?

Strongly Agree/Partly Agree/Neither Agree Nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Timing of contributions following the cascade mechanism
The template provisions require the Affordable Housing Contribution to be paid at the same stage of occupation as the transfer of the affordable housing to the Affordable Housing Provider would have been required if it had been provided within the development.

Where an Affordable Housing Provider has contracted for the transfer of some but not all of the affordable housing units, paragraphs 3.12 and 3.13 seek to ensure that the cascade provisions properly work alongside the existing delivery requirements in paragraph 2. If this point in the cascade is reached – i.e. making a payment in lieu of delivery of a unit (a 'commuted sum') – then making the relevant payment will constitute equivalent compliance with the relevant delivery timings agreed in paragraph 2.2. For example, if a development is required to provide 20 affordable homes, with a restriction on occupation of more than 10 market homes until all 20 affordable homes have been delivered, if only 10 affordable homes have been contractually committed to an Affordable Housing Provider, subject to the cascade process having been followed in full, a commuted sum equivalent to the undelivered 10 affordable homes could be paid. This payment would satisfy the outstanding affordable housing obligation and release the associated restriction on occupation of further market homes.

Question 71
Do you agree that Affordable Housing Contributions payable following the operation of the cascade mechanism should be paid at the same stage of occupation as the affordable housing would have been delivered otherwise?

Strongly Agree/Partly Agree/Neither Agree Nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Calculation of Affordable Housing Contribution

The draft template provides 4 different options for defining and calculating the payment.

These are as follows:

- a sum calculated and quantified prior to completion of the deed which can be inserted (subject to indexation)
- in accordance with the LPA's relevant policy, in circumstances where the LPA has a policy which includes a methodology for calculating affordable housing contributions
- a sum based on the difference between the Market Value and the value at which the dwellings would have been disposed of to an Affordable Housing Provider
- a set percentage of the Market Value of the relevant dwellings, the percentage being specified for each tenure representing the usual level of discount compared to Open Market Value for the relevant tenure

If the quantum of the contribution is not agreed between the parties, this can be resolved by recourse to an expert under the dispute resolution procedure.

The government is aware that many LPAs have adopted approaches for calculating commuted sums in their local policy documents. Where such a policy is in place, this can be referred to if agreed between the parties. The proposed options are intended to accommodate both existing local approaches and commonly used alternative methodologies.

The consultation on the new NPPF, which ran between December 2025 and March 2026, sought views on what guidance or wider changes would be needed to enable LPAs to spend commuted sums more effectively and more quickly. The consultation also asked whether further guidance would be helpful in supporting authorities to calculate the appropriate value of cash contributions in lieu and, if so, what elements and principles this guidance should set out. For example, guidance could make clear that contributions in lieu should be an amount which is the equivalent value of providing affordable housing on site, based on a comparison of the Gross Development Value of the proposed scheme with the Gross Development Value of the scheme assuming affordable housing was provided on-site.

The government intends to develop and publish guidance to support LPAs in calculating and spending commuted sums for affordable housing. This will be informed by responses to the NPPF consultation and further responses received to this consultation.

Question 72
Do you agree with the proposed approach for the calculation of Affordable Housing contributions?

Strongly Agree/Partly Agree/Neither Agree Nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Question 73
What further details would be useful to include in guidance on the calculation of Affordable Housing contributions for the development of LPA policies?

Please explain your answer, particularly your views on including an approach based on a comparison of the Gross Development Value (GDV) of the proposed scheme with the GDV of the scheme assuming affordable housing was provided on-site.

Geographic limitations
The definition of "Affordable Housing Contribution" in the template specifies that it should be used "for the provision or improvement of Affordable Housing within the Council's administrative area".

Some s106 agreements restrict the use of affordable housing contributions to defined geographic locations to ensure local benefit. However, affordable housing needs arising from a development can apply across an LPAs full geography, not just in the immediate vicinity. If restrictions are drawn too narrowly, they can prevent LPAs from deploying contributions effectively.

As part of the model template, we are considering approaches that provide an appropriate balance between ensuring local delivery and allowing appropriate flexibility in how funds are used.

This includes:

- a broader default approach, whereby contributions in lieu may be used across the LPA area
- a tiered approach, whereby the permitted geographic area widens over time if contributions remain unspent

Question 74
Which approach to the geographic use of Affordable Housing contributions do you prefer?

- contributions should be capable of being spent across the LPA area from receipt
- the permitted geographic area should widen over time if contributions remain unspent

- contributions should be subject to more limited geographic restrictions
- another approach
- not sure

Please explain your answer.

Repayment provisions
As drafted, the repayment provision set out in the LPA's covenants schedule (Schedule 3) would apply to the Affordable Housing Contribution, whether agreed from the outset or following the operation of a cascade mechanism. The default timing in Schedule 3 is 5 years. However, the government is aware that affordable housing schemes can take longer to develop and deliver than some other forms of mitigation. We welcome views on whether an alternative approach would be more appropriate for Affordable Housing Contributions, including a longer repayment period, such as ten years.

Question 75
What should be the default approach to the repayment of unspent Affordable Housing Contributions?

- no repayment provision should apply
- repayment should apply after 5 years
- repayment should apply after 10 years
- repayment should apply after a different period
- another approach
- not sure

Please explain your answer.

Timing of payment for Affordable Housing Contributions agreed at the outset
Different considerations may apply to the timing of payments for affordable housing contributions agreed at the outset, rather than following the operation of the cascade mechanism, because the requirement to make a financial obligation is agreed at an earlier stage.

The timing for payment of an Affordable Housing Contribution would be set out in Schedule 2 with all other financial contributions and would normally relate to particular stages of the development. We recognise that payment timing requirements are often influenced by wider considerations, including scheme viability and delivery risk.

We are seeking views on how payment trigger provisions for affordable housing contributions which are agreed at the outset are currently structured and whether alternative approaches, including earlier or phased payments, could support the effective use of contributions, whilst remaining proportionate and viable.

Question 76
What approach should be taken to payment triggers for Affordable Housing Contributions that are agreed at the outset instead of on-site provision?

- contributions should be paid earlier in the development process
- contributions should be paid in phased instalments linked to development progress
- contributions should be paid at a later stage of development
- another approach

Please explain your answer.

Schedule 1: Annex 1 Affordable Housing Mix (Full Planning Permission template only)

This annex provides a detailed schedule of how many affordable homes must be delivered, by tenure and size, forming the agreed mix of affordable housing to be provided as part of the development. It specifies:

- the type of affordable housing (tenure)
- the size of homes (number of bedrooms)
- the number of homes in each category

Question 77
Do you agree with the drafting of this provision?

Strongly Agree/Partly Agree/Neither Agree nor Disagree/Partly Disagree/Strongly Disagree.

Please explain your answer, particularly if you disagree.

Public Sector Equality Duty and environmental principles

We would like to hear about any potential impacts of the proposals in the consultation on businesses, or of any differential impacts on persons with a relevant protected characteristic as defined by the Equality Act 2010 compared to persons without that protected characteristic, together with any appropriate mitigation measures, which may assist in deciding the final policy approach in due course.

We would be grateful for your comments on any potential impacts that might arise under the Public Sector Equality Duty as a result of the proposals in this document and attached templates.

Similarly, we would like to hear about any impacts identified under the 5 environmental principles set out in the Environment Act 2021.

The principles are:

- the integration principle: Environmental protection should be integrated into the making of policies
- the prevention principle: Policy should aim to prevent environmental harm
- the rectification at source principle: Environmental damage should, as a priority, be addressed at its origin to avoid the need to remedy its effects later
- the polluter pays principle: Where possible, the costs of pollution should be borne by those causing it, rather than the person who suffers the effect of the resulting environmental damage, or the wider community
- the precautionary principle: Where there are threats of serious or irreversible environmental damage, a lack of full scientific certainty shall not be used as a reason for postponing cost-effective measures to prevent environmental degradation

Question 78
Do you have any comments on any potential impacts for you, or the group or business you represent, and on anyone with a relevant protected characteristic that might arise under the Public Sector Equality Duty as a result of the proposals in this document?

Question 79
Is there anything that could be done to mitigate any impact identified?

Question 80
Do you have any views on the implications of these proposals for the considerations of the 5 environmental principles identified in the Environment Act 2021?

About this consultation

This consultation document and consultation process have been planned to adhere to the Consultation Principles issued by the Cabinet Office.

Representative groups are asked to give a summary of the people and organisations they represent, and where relevant who else they have consulted in reaching their conclusions when they respond.

Information provided in response to this consultation may be published or disclosed in accordance with the access to information regimes (these are primarily the Freedom of Information Act 2000 (FOIA), the Environmental Information Regulations 2004 and UK data protection legislation. In certain circumstances this may therefore include personal data when required by law.

If you want the information that you provide to be treated as confidential, please be aware that, as a public authority, the Department is bound by the information access regimes and may therefore be obliged to disclose all or some of the information you provide. In view of this it would be helpful if you could explain to us why you regard the information you have provided as confidential. If we receive a request for disclosure of the information we will take full account of your explanation, but we cannot give an assurance that confidentiality can be maintained in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on the Department.

The Ministry of Housing, Communities and Local Government will at all times process your personal data in accordance with UK data protection legislation and in the majority of circumstances this will mean that your personal data will not be disclosed to third parties. A full privacy notice is included below.

Individual responses will not be acknowledged unless specifically requested.

Your opinions are valuable to us. Thank you for taking the time to read this document and respond.

Are you satisfied that this consultation has followed the Consultation Principles? If not or you have any other observations about how we can improve the process please contact us via the complaints procedure (https://www.gov.uk/government/organisations/ministry-of-housing-communities-local-government/about/complaints-procedure).

Personal data

The following is to explain your rights and give you the information you are entitled to under UK data protection legislation.

Note that this section only refers to personal data (your name, contact details and any other information that relates to you or another identified or identifiable individual personally), not the content otherwise of your response to the consultation.

1. The identity of the data controller and contact details of our Data Protection Officer

The Ministry of Housing, Communities and Local Government (MHCLG) is the data controller. The Data Protection Officer can be contacted at dataprotection@communities.gov.uk, or by writing to the following address:

> Data Protection Officer
> Ministry of Housing, Communities and Local Government
> Fry Building
> 2 Marsham Street
> London
> SW1P 4DF

2. Why we are collecting your personal data

Your personal data is being collected as an essential part of the consultation process, so that we can contact you regarding your response and for statistical purposes. We may also use it to contact you about related matters.

We will collect your IP address if you complete a consultation online. We may use this to ensure that each person only completes a survey once. We will not use this data for any other purpose.

Respondents should refrain from sharing personal or special category data outside of the administrative questions at the front of the Citizen Space questionnaire.

Sensitive types of personal data
Please do not share special category (https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/special-category-data/#scd1) personal data or criminal offence data if we have not asked for this, unless absolutely necessary for the purposes of your consultation response.

By ‘special category personal data’, we mean information about a living individual’s:

- race
- ethnic origin
- political opinions
- religious or philosophical beliefs
- trade union membership
- genetics
- biometrics
- health (including disability-related information)
- sex life
- sexual orientation

By ‘criminal offence data’, we mean information relating to a living individual’s criminal convictions or offences or related security measures.

3. Our legal basis for processing your personal data

The collection of your personal data is lawful under article 6(1)I of the UK General Data Protection Regulation as it is necessary for the performance by MHCLG of a task in the public interest/in the exercise of official authority vested in the data controller. Section 8(d) of the Data Protection Act 2018 states that this will include processing of personal data that is necessary for the exercise of a function of the Crown, a Minister of the Crown or a government department i.e. in this case a consultation.

Where necessary for the purposes of this consultation, our lawful basis for the processing of any special category personal data or ‘criminal offence’ data (terms explained under ‘Sensitive Types of Data’) which you submit in response to this consultation is as follows. The relevant lawful basis for the processing of special category personal data is Article 9(2)(g) UK GDPR (‘substantial public interest’), and Schedule 1 paragraph 6 of the Data Protection Act 2018 (‘statutory etc and government purposes’). The relevant lawful basis in relation to personal data relating to criminal convictions and offences data is likewise provided by Schedule 1 paragraph 6 of the Data Protection Act 2018.

4. With whom we will be sharing your personal data

MHCLG may appoint a ‘data processor’, acting on behalf of the Department and under our instruction, to help analyse the responses to this consultation. Where we do, we will ensure that the processing of your personal data remains in strict accordance with the requirements of the data protection legislation.

Your responses may be processed by Artificial Intelligence (AI) to analyse the responses to the consultation more efficiently. These tools assist in identifying and mapping themes in consultation responses, but do not make decisions and all outputs are reviewed by staff for accuracy and reliability. Where data is processed by AI, MHCLG will take reasonable and proportionate steps to remove personal data from the consultation responses before using an AI tool but this cannot be guaranteed. Respondents should refrain from sharing personal or special category data outside of the administrative questions at the front of the Citizen Space questionnaire. The AI tool processes data securely and does not copy or share data. The data will only be accessed and used by those authorised to do so. Data used in AI tools is not used for training the AI model.

MHCLG will take steps to check AI outputs for accuracy and identify and reduce bias.

5. For how long we will keep your personal data, or criteria used to determine the retention period

Your personal data will be held for 2 years from the closure of the consultation, unless we identify that its continued retention is unnecessary before that point.

6. Your rights, e.g. access, rectification, restriction, objection

The data we are collecting is your personal data, and you have considerable say over what happens to it. You have the right:

- to see what data we have about you
- to ask us to stop using your data, but keep it on record
- to ask to have your data corrected if it is incorrect or incomplete
- to object to our use of your personal data in certain circumstances
- to lodge a complaint with the independent Information Commissioner (ICO) if you think we are not handling your data fairly or in accordance with the law. You can contact the ICO at https://ico.org.uk/ (https://ico.org.uk/), or telephone 0303 123 1113.

Please contact us at the following address if you wish to exercise the rights listed above, except the right to lodge a complaint with the ICO: dataprotection@communities.gov.uk or:

> Knowledge and Information Access Team
> Ministry of Housing, Communities and Local Government
> Fry Building
> 2 Marsham Street
> London
> SW1P 4DF

7. Your personal data will not be sent overseas.

8. Your personal data will not be used for any automated decision making.

9. Your personal data will be stored in a secure government IT system.

We use a third-party system, Citizen Space, to collect consultation responses. In the first instance your personal data will be stored on their secure UK-based server. Your personal data will be transferred to our secure government IT system as soon as possible, and it will be stored there for 2 years before it is deleted.