

26/08/21

Chobham Parish Council: representation on Unilateral Undertaking

Thank you, Madam, for the opportunity to speak today.

The Parish Council was not party to the negotiations involved in the Unilateral Undertaking, and has not at any point been invited to comment on its contents. There has been no engagement with the appellant since the pre-application presentation of 1st May 2018.

On Page 12, clause 1.7.5.3 requires owners to QUOTE “serve notice on Chobham Parish Council in writing confirming the relevant Discounted Market Sales Housing Unit for sale and the Discounted Market Sales Value” UNQUOTE. This is an obligation on the owner in respect of a First Disposal and any Subsequent Disposal, prior to the Disposal of any Discounted Market Sales Housing Unit.

It is recognised that this may be intended to be a courtesy notice only. However it is understood from earlier in this Inquiry that the clause has been part of the draft for many months, yet there has been no communication in this regard, and no opportunity for the clause to be considered by the Council.

In receiving such notices, presumably in perpetuity for every sale made, an administrative responsibility and associated costs would ostensibly be placed on the Parish Council to hold the records and make, at the very least, a cursory check of the notices for compliance, as well as monitor sales and follow up on any potentially missing notices.

The Parish Council feels it should have been given a reasonable opportunity, early in the process, to :

- a) understand what purpose these notices would be intended to serve;
- b) understand what part this would play in the governance of ensuring the relevant housing units would provide affordable housing for local people in perpetuity;
- c) be clear on the precise timeframe of the term “prior to disposal”;
- d) examine its own powers and potential GDPR implications in relation to the proposed arrangement;
- e) discuss at a meeting of its Members whether it was felt that the proposed arrangement would be acceptable and adequate, and what issues it may raise; and
- f) understand the process for any breaches, e.g. notices deemed to be non-complaint or missing or even if a buyer is found to have bought a house in breach of the conditions.

The Council does not seek a response on these points in this forum, and does not wish to give the impression that it would be happy for the development to go ahead subject to resolving these points. It merely wishes to highlight the potential consequences and resource implications placed on a small Parish Council by including it in a legal agreement to which it has had no input.

Turning lastly to other matters in the Unilateral Undertaking, the Council also wishes it to be noted that it shares the concerns of Mincing Lane Protection Group regarding the criteria for local connection and qualifying buyers. In particular, the Council is very concerned about criterion (a) in the definition of 'local connection' because that would allow someone with no prior Chobham connection, perhaps from far away, to move to Chobham for 6 months and then buy a heavily discounted house on Green Belt land. The Council's view is that the residence requirement should be much longer.

The Council is also very concerned about criterion (d). For this criterion to apply, by definition criteria (a) to (c) – the local connection criteria – would not apply and the properties in question would remain unsold. The Housing Services Manager, however conscientious, would be under tremendous pressure to agree to any 'special reason' because otherwise the properties would continue to lie empty for a considerable period.

Thank you.