

DATED

17th May

2019

(1) MARY ANNE SWARBRICK and JONATHAN
MARSHALL MARGARSON

and

(2) EAST SUFFOLK COUNCIL

and

(3) SUFFOLK COUNTY COUNCIL

SECTION 106 AGREEMENT

Relating to land south of Chediston Street, Halesworth, Suffolk



3 The Osiers Business Centre
Leicester
LE19 1DX

File Ref: PH/229432.1

THIS DEED of AGREEMENT by way of Deed is made the 11th day of May Two Thousand and Nineteen

BETWEEN:

- (1) **MARY ANNE SWARBRICK and JONATHAN MARSHALL MARGARSON** of Cross, Ram & Co of 18 The Thoroughfare, Halesowen, Suffolk, IP19 8AJ (the Owner); and
- (2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT (the District Council), and
- (3) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (the County Council).

BACKGROUND

- (A) The District Council and the County Council are local planning authorities for the purposes of section 106 of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads) and education authority and is also a local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (C) The Owner owns the freehold of the Site.
- (D) The Planning Application was submitted to the District Council on 15th September 2017 for outline planning permission for the Development and the District Council has resolved to grant planning permission subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- (E) The District Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the 1990 Act. The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (F) The Owner enters into this Deed with the intention that the obligations contained in this Deed bind the Site and may be enforced by the District Council and County Council against the Owner and their respective successors in title.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Deed, the following words and expressions have the following meanings.

1990 Act

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

Bus Stop Infrastructure Contribution

the sum of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500.00) Index Linked payable to the County Council towards the improvement of three bus stops serving the Site on Dukes Drive with raised kerbs and THIRTY THOUSAND POUNDS (£30,000.00) to provide three Real Time Passenger Information (RTPI) screens at the nearest bus stops to the Site;

Commencement of the Development, Commence(s) and Commenced;

the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of the site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, construction of roads and means of access, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and for the purpose of a Phase being Commenced shall have the same meaning save that such material operation must take place on the relevant Phase;

Development

the development of the Site for up to 200 dwellings, including car parking, open space provision with associated infrastructure and access as set out in the Planning Application;

Dwelling(s)

the residential units (including a house flat or maisonette and including both Affordable Dwellings and Market Housing Units) to be provided as part of the Development in accordance with the Planning Permission;

Full Travel Plan

a fully developed travel plan based on the Interim Travel Plan and travel monitoring data of the end users providing a package of measures aimed at promoting more sustainable travel choices and reducing reliance on the private car in relation to the Development;

Full Travel Plan Monitoring Report

means the annual report that is submitted to the County Council by the Travel Plan Coordinator in a form acceptable to the County Council that provides a summary of the traffic counts and resident surveys to demonstrate that the Full Travel Plan objectives and targets are being achieved;

Habitat Mitigation Contribution

the sum of THREE HUNDRED AND TWENTY ONE POUNDS AND TWENTY TWO PENCE (£321.22) per Dwelling Index Linked payable to the District Council towards wardening/monitoring of the Minsmere to Walberswick Heaths and Marshes

SAC/SPA/SSSI/Ramsar and Benacre to Easton Bavents Lagoons SAC to provide for mitigation for the in-combination effect of the Development on these areas;

Highways Improvements Contribution

the sum of TWELVE THOUSAND POUNDS (£12,000) Index Linked payable to the County Council towards extending the 30mph speed limit on Chediston Street in a westerly direction to incorporate the secondary access to the Site;

Illustrative Masterplan

The plan showing the proposed design of the Development annexed to this deed;

Index

the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation;

Index Linked

the increase in any sum referred to in Schedule 2 and Schedule 3 by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 10 of this Deed;

Interest

interest at 4% per cent above the base lending rate of the Bank of England from time to time;

Interim Travel Plan

means a management plan in which the Owner outlines the interim targets, objectives, measures and remedial measures it will take to manage the travel needs of the Development, includes a commitment to carry out travel monitoring and to capture the data of the travel monitoring to help inform the Full Travel Plan and gives a commitment to producing a Full Travel Plan to mitigate the potential highway impact of the Development;

Occupation Occupied and Occupy

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

On-Site Open Space

an area or areas of amenity open space and an equipped play area provided by the Owner on the Site for the use and enjoyment by the residents of the Dwellings as part of the Development;

On-Site Open Space Plan

A Plan and specification showing the areas of On-Site Open Space to be provided within the Development largely in line with the Illustrative Masterplan the specification for the design and laying out thereof and the proposed phasing arrangements for the provision of the On-

Site Open Space prior to the Commencement of the Development save for the avoidance of doubt more than one plan may be produced on a Phase by Phase basis and such approval shall in those circumstances be sought prior to Commencement of Development or Commencement of Development in the Phase (as appropriate) in question.

Open Space Management Plan

a written scheme to be submitted prior to Occupation of the Development or Phase (as appropriate) setting out the future management and maintenance arrangements of the On-Site Open Space provided pursuant to the Planning Permission approved by the District Council in writing;

Phase

each Phase of construction of the Development (where the Development is to be carried out in Phases) identified in a phasing plan approved by the District Council and pursuant to the Planning Permission subject to any variations to phasing that may be agreed from time to time between the Owner and the District Council;

Plan

the plan attached to this Deed;

Planning Application

the application for outline planning permission with all matters reserved except for access for the carrying out of the Development carrying the reference DC/17/3981/OUT;

Planning Permission

the outline planning permission subject to conditions that may be granted for the Development in pursuance of the Planning Application substantially in the form set out in Schedule 7;

Pre-School Facility Contribution

means the sum calculated on the basis of 94% of the Dwellings multiplied by the sum of one thousand five hundred and thirty four pounds and twenty six pence (£1534.26) per Dwelling Index Linked payable to the County Council as a contribution to the build costs of a new pre-school facility to serve the Development.

Reserved Matters

any matter which has not been approved as part of the Planning Permission and which is to be the subject of a reserved matters approval for the Development to proceed;

Resident Travel Pack

means a travel pack provided to each Dwelling that includes bus tickets or cycle voucher of equivalent value for every resident, current public transport information for bus and rail services, provision of maps of pedestrian and cycle routes, car sharing information.



KEY

 Application boundary IP 19 8TU

23969



APPLICATION BOUNDARY PLAN
CHEDISTON STREET, HALESWORTH,
IP 19 8TU

Client: CHRISTCHURCH LAND AND
ESTATES (HALESWORTH LTD)

DRWG No: YOR_2619_02 REV:

Drawn by: TH

Approved by: JB

Date: 11/05/2017

Scale: 1:2,000 @ A3



11 100m 

PLANNING | ENVIRONMENT | ECONOMICS

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- Proposed site boundary (2024)
- Proposed open green space (2024)
- Existing trees to be retained
- Proposed trees
- Proposed woodland habitat
- Proposed SUDS infiltration basins (total 200m²)
- Proposed water
- Proposed hedge or shrub planting
- Proposed play space
- Proposed road network
- Proposed shared space
- Proposed private drive (asphalt/gammatex surface)
- Existing track to be allowed to grass over
- Proposed footpath
- Indicative dwellings
- Indicative single storey dwellings
- Proposed site entrance
- Proposed pedestrian access

Based on this illustrative site plan, the development is expected to accommodate approximately 200 units.



ACCOMMODATION SCHEDULE

SHARED OWNERSHIP			AFFORDABLE RENT			TOTAL		
Units	%	No. of Units	Units	%	No. of Units	Units	%	No. of Units
1 bedroom	6	0	1 bedroom	32	32	1 bedroom	32	32
2 bedroom	11	13	2 bedroom	27	27	2 bedroom	40	40
3 bedroom	27	4	3 bedroom	11	4	3 bedroom	15	15
4 bedroom	5	5	4 bedroom	3	3	4 bedroom	8	8
TOTAL		14	TOTAL		72	TOTAL		86

Category	Total No.	%
Shared Ownership	14	16
Affordable Rent	72	84
TOTAL	86	100

23/1/24

CHRISTCHURCH
LAND ACQUISITION & DEVELOPMENT

RESIDENTIAL MASTERPLAN
101, HALESWORTH
Christchurch
Pegasus Group

personalised travel plans and information to promote the benefits of sustainable travel in the local area to encourage sustainable travel;

Site

all that land comprising land south of Chediston Street as described in Schedule 1 against which this Deed may be enforced shown for the purposes of identification only edged in red on the Plan;

Travel Plans

means together the Interim Travel Plan and the Full Travel Plan;

Travel Plan Coordinator

means the person appointed by the Owner to fully implement and monitor the Travel Plans;

Travel Plan Remedial Measures Notice

means a notice in writing served on the Owner by the County Council specifying remedial action where the Owner has failed to implement the requirements of the Travel Plans and/or to meet the targets identified therein.

Working Day

means any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday;

1.2 In this Deed

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses, recitals and Schedules are to clauses and recitals of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory provision include references to:

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom (as amended) including any modification, extension or re-enactment of such Acts of Parliament for the time being in force; and
- (b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision (as amended);

1.2.4 references to the Site include any part of it;

1.2.5 Words importing the singular meaning where the context so admits include the plural and vice versa;

- 1.2.6 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;
- 1.2.7 Any references to any party in this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions;
- 1.2.8 "including" means "including, without limitation";
- 1.2.9 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.10 Where two or more people form a party to this Deed or where more than one party undertakes an obligation, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.
- 1.2.12 Any covenants by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

- 1.3 This Deed is entered into on the basis that none of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the District Council and County Council against the Owner and their successors in title.
- 2.3 Any variation of this Deed is to be by way of a formal variation by deed between all the parties.
- 2.4 This Deed will be registered as a local land charge by the District Council.
- 2.5 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Deed, whether or not pursuant to an appeal.

2.6 The obligations in this Deed will not be enforceable against individual purchasers or tenants of any Dwelling (save in respect of restrictions on Occupation in Schedule 2) nor their mortgagees or chargees or persons deriving title from them.

2.7 The obligations in this Deed will not be enforceable against any statutory undertakers who have acquired an interest in the Site for the purpose of carrying out their statutory duties or functions nor against any person whose interest is in the nature of the benefit of any covenant or easement.

2.8 The parties to this Deed hereby agree and acknowledge that this Deed shall replace in its entirety the Section 106 Agreement completed on the 22nd May 2018 relating to the Planning Application and the provisions of that agreement shall from the date this Deed is completed cease to be of any effect and no longer enforceable.

COMMENCEMENT

3.1 Save where expressly stated to the contrary in this Deed the obligations contained in clause 4 and Schedules 2, 3, 4 and 5 (save for 1.1 of Part 1 of Schedule 2) do not come into effect until the date of Commencement of Development. Save unless stated to the contrary the rest of this Deed shall come into effect on the date hereof.

4. OWNER'S COVENANTS WITH THE DISTRICT COUNCIL AND THE COUNTY COUNCIL

4.1 The Owner covenants with the District Council so as to bind their interest in the Site to comply with the obligations set out in Parts 1, 2 and 3 of Schedule 2 in relation to the Development.

4.2 The Owner covenants with the County Council, so as to bind their interest in the Site to comply with the obligations set out in Schedule 3.

4.3 The District Council covenants with the Owner to comply with the obligations set out in Schedule 4.

4.4 The County Council covenants with the Owner to comply with the obligations set out in Schedule 5.

5. MISCELLANEOUS

5.1 The Owner covenants with the District Council and the County Council to pay to the District Council and County Council's proper and reasonable legal costs incurred in the negotiation preparation and execution and completion of this Deed prior to the completion of this Deed.

5.2 No person will be liable for any breach of the terms of this Deed occurring after parting with all their entire interest in the Site or any part of the Site in respect of which such breach occurs or (where the Site is sold in phases) for any obligations that relate to development on any phase following the disposal of that phase but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any

rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 5.2

- 5.3 The Owner covenants with the District Council and County Council to give the District Council and County Council immediate written notice of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or part of its interest of the Site (save to the owner/occupier of a Dwelling or mortgagee thereof) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) and the extent of the land subject to the Disposition by reference to a plan and title number or numbers thereof.
- 5.4 The Owner warrants that they are the freehold owner of the Site and have full power and capacity to enter into this Deed and that there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site.
- 5.5 The Owner covenants from the date that this Deed takes effect to allow the District Council and the County Council and their duly authorised officers or agents at all reasonable times and upon the giving of reasonable notice to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed
- 5.6 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived
- 5.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments order and regulations in the exercise of their functions as local authorities.
- 5.8 The Owner covenants so as to bind their interest in the Site to notify the District Council and the County Council in writing 14 days prior to the following:
- 5.8.1 Commencement of the Development;
 - 5.8.2 Commencement of Development of each Phase of Development (if appropriate)
 - 5.8.3 Occupation of the first (1st) Dwelling;
 - 5.8.4 Occupation of the tenth (10th) Dwelling
 - 5.8.5 Occupation of the fiftieth (50th) Dwelling
 - 5.8.6 Occupation of the one hundredth (100th) Dwelling;
 - 5.8.7 Occupation of the final Dwelling
 - 5.8.8 any other trigger point specified in this Deed which is expressed as a percentage of the number of Dwellings or Market Housing Units Occupied on the Site or any Phase on the Site

6. TERMINATION OF THIS DEED

6.1 This Deed will come to an end if (insofar as it has not already been complied with):

6.1.1 the Planning Permission is quashed, revoked or otherwise withdrawn or modified (without the consent of the Owner) by any statutory procedure; or

6.1.2 the Planning Permission expires before the Commencement of Development

7. NOTICES

7.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.

7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

7.3.1 if delivered by hand, at the time of delivery;

7.3.2 if sent by post, on the second working day after posting; or

7.3.3 if sent by recorded delivery, at the time delivery was signed for.

7.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

7.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. APPROVALS

8.1 Where it is stated that any document scheme submission or the like must be agreed or approved by either the District Council or the County Council then the Owner shall take such reasonable steps as are necessary to secure such approval or agreement including making revisions to such document scheme or submission in order to secure such agreement or approval but in seeking such agreement or approval the Owner shall be entitled to rely on the engagement and reasonable co-operation of the District or County Council in securing such agreement or approval within the time frame specified where a time limit is imposed and in any event approvals required under this Deed shall not be unreasonably withheld or delayed.

9. INTEREST

If any payment due under this Deed is paid late interest will be payable from the date payment is due to the date of payment

INDEX LINKING

Any sum referred to in Schedule 2 and Schedule 3 shall be increased by an amount equivalent to the Index from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times C/D$ where:

A = is the sum payable under this Deed;

B = is the original sum calculated as the sum payable;

C = is the Index for the month two (2) months before the date on which the sum is payable

D = is the Index for the month two (2) months before the date of this Deed; and

Where $C/D =$ is greater than 1

11. RIGHT OF ENTRY

11.1 At all times on not less than twenty-four (24) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of either or both of the District Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

11.2 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Site);

11.3 such entry shall be effected between 08.00 and 17.00 on any day;

11.4 such employee or agent may be accompanied by such other persons as may be reasonably necessary;

11.5 such employee or agent may take photographs measurements and levels;

11.6 such employee or agent may not remain on the Site for no longer than is reasonably necessary for carrying out a proper inspection;

11.7 such employee or agent and any other accompanying persons shall comply with Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety.

12. WAIVER

No waiver (whether express or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

13. VAT

- 13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

14. DISPUTE

- 14.1 If any dispute shall arise between any of the parties to this Deed as to the obligations under the terms of this Deed the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute on the application of any party and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

- 14.2 The provisions in clause 14.1 shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

15. JURISDICTION

- 15.1 This Deed is to be governed by and interpreted in accordance with the law of England.
- 15.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

16. EXECUTION

The parties have executed this Deed as a deed and it is delivered on the date set out above.

SCHEDULE 1

Details of the Owner's Title and description of the Site

The freehold land shown lying to the south of Chediston Street, Halesworth, Suffolk (shown for identification purposes edged red on the Plan annexed to this Deed);

SCHEDULE 2

The Owner's covenants with the District Council

Part 1

Affordable Housing

1. In this Part the following words and expressions shall have the following meanings:-

Affordable Housing

Dwellings to be made available as Affordable Dwellings generally in accordance with the Indicative Affordable Housing Matrix appended hereto at Appendix 1 to this Schedule 2 that will be available to eligible applicants whose needs are not met by the market determined with regard to local incomes and local house prices or any other type of housing to be made available at a discount to persons in need of affordable housing due to the affordability of suitable housing to buy or let in the vicinity of the Site;

Affordable Dwellings

Those Dwellings forming part of the Development comprising Affordable Housing the details of which are to be set out in the Affordable Housing Scheme, the mix of house type to reflect housing need in the area, which shall for the avoidance of doubt comprise not less than 30% of the total number of Dwellings to be constructed on the Site or any variation agreed otherwise in writing by the District Council;

Affordable Dwellings for Rent

Dwellings to be made available as Affordable Dwellings which are let at a monthly or weekly rental figure that does not exceed 80% of the market rent inclusive of the services and no more than 100% of the local housing allowance rent (if lower) or at such other rent as may be agreed in writing by the District Council with rent increases during the term of any individual tenancy being limited to increases in the Consumer Prices Index from the date of this Deed plus 1% or to the latest local housing allowance rate or any subsequent limit placed upon Registered Providers by the HCA or Central Government;

Affordable Housing Mix

the mix of Affordable Dwellings for Rent and Intermediate Dwellings comprising a minimum of 50% Affordable Dwellings for Rent and a maximum of 50% Intermediate Dwellings or such other mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) approved as part of the Affordable Housing Scheme

Affordable Housing Scheme

A written scheme or schemes setting out the Affordable Housing provision for each Phase and specifying:

- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;
- full details of the design of the Affordable Dwellings
- the identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;
- the number, location, type and size of Affordable Dwellings to be constructed on the Site;
- full details of the Affordable Housing Mix including the types of Intermediate Housing and Affordable Dwellings for Rent;
- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme;

to be approved in writing by the District Council pursuant to paragraph 1.1 of this Part which will form part of this Deed as if the same had been fully set out herein or any variation agreed otherwise in writing by the District Council including a method for amending the scheme;

Chargee

Any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or any other persons appointed under any security documentation to enable the mortgagee or chargee to realise its security or any administrator howsoever appointed including a housing administrator (each a *receiver*);

Chargee's Duty

The tasks and duties of the Chargee set out in this Part of this Schedule;

Discounted Homes for Sale

Means a dwelling that is sold (whether freehold or leasehold for a term of not less than 99 years) at an initial discount of at least 20% below local Market Value and which will continue to be sold at the initial discount on all subsequent sales such discount to be secured by way of covenants in the transfer to each purchaser of such dwelling

Intermediate Dwellings

Those Dwellings to be made available as Affordable Dwellings which will take the form of Shared Ownership Dwellings and/or Discounted Homes for Sale

Market Housing Unit(s)

Those Dwellings that are not designated as Affordable Dwellings in an agreed Affordable Housing Scheme to be sold in arms-length transactions as open market housing;

Market Value

The price at which the sale of a Market Housing Unit would have been expected to achieve on the date of valuation assuming (i) a willing seller and a willing buyer in an arm's-length transaction (ii) any restrictions imposed on a Market Housing Unit by this Agreement (iii) there has been a reasonable period prior to completion within which to negotiate the sale (iv) the Market Housing Unit has been freely exposed to the market (v) both the buyer and seller acted knowledgeably prudently and without compulsion

Nomination Agreement

Nomination rights granted to the District Council in respect of each and every letting of an Affordable Dwelling for Rent or each initial sale of the Shared Ownership Dwellings in the form of the agreements substantially as set out in Schedule 6

Practical Completion

The completion of a Dwelling to a standard which is wind and water tight and fit for habitation in terms of heating, plumbing, electrics and sanitation

Protected Tenant

Any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; or
- (b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
- (c) has staircased out by acquiring 100% of the freehold interest in the Affordable Dwelling
- (d) any successor or mortgagee or chargee of any of the above

Reasonable Consideration

Offer prices from Registered Providers to the Owner at a reasonable consideration having regard (inter alia) to current market conditions in respect of the acquisition of affordable housing of a similar type and location as the Affordable Dwellings by Registered Providers on a grant free basis via Section 106 agreements

Registered Provider or RP

An organisation which is a Registered Provider of social housing registered in accordance with the provisions of chapter 3 of the Housing and Regeneration Act 2008 and who has

Market Housing Unit(s)

Those Dwellings that are not designated as Affordable Dwellings in an agreed Affordable Housing Scheme to be sold in arms-length transactions as open market housing;

Market Value

the price at which the sale of a Market Housing Unit would have been expected to achieve on the date of valuation assuming (i) a willing seller and a willing buyer in an arm's-length transaction (ii) any restrictions imposed on a Market Housing Unit by this Agreement (iii) there has been a reasonable period prior to completion within which to negotiate the sale (iv) the Market Housing Unit has been freely exposed to the market (v) both the buyer and seller acted knowledgeably prudently and without compulsion

Nomination Agreement

Nomination rights granted to the District Council in respect of each and every letting of an Affordable Dwelling for Rent or each initial sale of the Shared Ownership Dwellings in the form of the agreements substantially as set out in Schedule 6

Practical Completion

The completion of a Dwelling to a standard which is wind and water tight and fit for habitation in terms of heating, plumbing, electrics and sanitation **Protected Tenant**

Any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; or
- (b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
- (c) has staircased out by acquiring 100% of the freehold interest in the Affordable Dwelling
- (d) any successor or mortgagee or chargee of any of the above

Reasonable Consideration

Offer prices from Registered Providers to the Owner at a reasonable consideration having regard (inter alia) to current market conditions in respect of the acquisition of affordable housing of a similar type and location as the Affordable Dwellings by Registered Providers on a grant free basis via Section 106 agreements

Registered Provider or RP

An organisation which is a Registered Provider of social housing registered in accordance with the provisions of chapter 3 of the Housing and Regeneration Act 2008 and who has

been approved by the District Council or already has an interest in other Affordable Housing in the District Council's administrative area.

Shared Ownership Dwelling(s)

means Dwellings to be let on a lease or sub-lease in a form approved by Homes England (or any or subsequent successor in statutory function) or where there is no such form in a form approved by the District Council such lease to provide for the following:

- not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;
- a power to the purchaser to increase their ownership up to 100% if they so wish;
- an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England

Owner Covenants

- 1.1 The Owner covenants with the District Council not to Commence the Development or the development of a Phase until the Affordable Housing Scheme for the Development or for that Phase (if appropriate) has been agreed in writing with the District Council PROVIDED ALWAYS THAT an amended, revised or substituted Affordable Housing Scheme for the Development or for that Phase (if appropriate) may be approved by the District Council following the Commencement of Development or the development of that Phase (if appropriate) and once approved by the District Council such scheme will form part of this Deed for the Development or for that Phase (if appropriate) as if the same had been fully set out herein
- 1.2 Unless any Affordable Dwellings are permitted to be sold directly to the public the Owner covenants that (subject to the provisions of paragraph 1.8) no more than 40% of the Market Housing Units in the Development or in a Phase (where appropriate) shall be occupied until 50% of the Affordable Dwellings in the Development or Phase (as appropriate) have been constructed in accordance with the Planning Permission and made ready for residential occupation and transferred to a Registered Provider and written notification of such has been served on the District Council and the remaining 50% of the Affordable Dwellings shall be so constructed made ready for occupation and transferred to a Registered Provider not later than the first Occupation of 70% of the Market Housing Units in the Development or Phase (as appropriate) save unless otherwise agreed in writing by the District Council
- 1.3 The Owner covenants that following the date of Practical Completion of the Affordable Dwellings in the Development or in a Phase (where appropriate) they shall not be used

(save where expressly stated to the contrary elsewhere in this Deed) for any other purpose than for Affordable Housing as set out herein.

- 1.4 The Owner covenants not to dispose of any interest in any Affordable Dwellings for Rent other than by way of an assured tenancy or a secure tenancy as defined by the Housing Act 1985 or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to this) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to any RP.
- 1.5 The Owner covenants not to dispose of any interest in any Shared Ownership Dwellings other than in accordance with Central Government guidance or policy or statutory requirements in respect of that tenure of Affordable Housing.
- 1.6 Nothing in paragraphs 1.3, 1.4, 1.5, 1.8 and 1.9 shall be binding on a Chargee of the whole or any part of the Affordable Dwellings (save for the Discounted Homes for Sale) or any persons or bodies deriving title through such Chargee provided that any Chargee shall prior to seeking to dispose of the Affordable Housing pursuant to any default under the terms of its mortgage or charge shall first give not less than three months' prior written notice to the District Council of its intention to dispose ("the RP Notice") and:
- (a) If the Council provides written notice to the Chargee within four weeks of receipt of the RP Notices that acceptable arrangements can be made for the transfer of the Affordable Housing Units to either the Council or another Registered Provider within three calendar months of the date of the RP Notice the Chargee shall use reasonable endeavours over that period to complete a disposal of the Affordable Dwellings to another RP or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation, including all accrued principle monies interest and costs and expenses.
 - (b) If the Council does not serve the notice referred to in paragraph (a) within the four week period referred to or if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the obligations within this Part 1 of Schedule 2.
- 1.7 A Chargee of a Discounted Home for Sale shall not transfer the same to any person other than as satisfies the requirements within the definition of Affordable Housing and at the agreed initial discount for that dwelling.
- 1.8 The Owner covenants that prior to the Occupation of any of the Affordable Dwellings the Owner or RP will enter into a Nomination Agreement for the Affordable Dwellings

- 1.9 Notwithstanding the provisions of paragraph 1.2, 1.3, 1.4 and 1.5 where after a period of 6 months of negotiations with RP's commencing no later than the Commencement of Development or the Commencement of Development of any Phase (where appropriate) no agreement has been entered into with a RP for the transfer of the proposed Affordable Dwellings in the Development or in that Phase (where appropriate) and where the Owner is able to demonstrate that they have taken reasonable steps to secure such a transfer for a Reasonable Consideration the Owner will be entitled to seek to enter into negotiations with the District Council to seek an agreed way forward (which may include an alternative Affordable Housing Mix) that does not disadvantage the Owner whilst maximising the provision of Affordable Housing
- 1.10 All Intermediate Dwellings that are to be sold (whether freehold or a long leasehold of at least 99 years term) as Discounted Homes for Sale will be sold at an initial discount of not less than 20% of local Market Value and where such value cannot be agreed between the Owner and the District Council the value shall be determined as the average value of two independent valuations provided by two local agents operating in the area where the dwellings is/are situated
- 1.11 A covenant shall be imposed in the first transfer of each Discounted Home for Sale requiring that the agreed initial discount shall be applied to each and every future sale of that dwelling in the following terms or similar terms as are acceptable to the Land Registry and evidence of such restriction on the title to the said dwelling shall be supplied to the District Council following each transfer
- "No disposition of the registered estate (save for charges) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction shall be registered without a certificate signed by Waveney District Council that the provisions contained in paragraphs 1.10 and 1.11 of the agreement made under section 106 of the Town and Country Planning Act 1990 between Mary Anne Swarbrick and Jonathan Marshall Margaron (1) East Suffolk Council (2) and Suffolk County Council (3) dated [] have been complied with or that they do not apply to the disposition (the "Restriction")
- 1.12 Nothing in paragraph 1.3, 1.4 1.5 or 1.8 shall be binding on a Protected Tenant or any mortgagee or chargee of a Protected Tenant or any receiver appointed by such mortgagee or chargee or any person or body deriving title from any such person.

Part 2

On-Site Open Space

1. The Owner covenants with the District Council that it shall lay out the On-Site Open Space within the Development or within a Phase (if applicable) in a location or locations and to a specification agreed with the District Council in accordance with the On-Site Open Space

Plan and pursuant to an application for approval of Reserved Matters provided that the Owner shall complete such works prior to the Occupation of 50% of the Dwellings in Development or in that Phase (where appropriate) and prior to the Occupation of any Dwelling immediately adjacent to that On-Site Open Space or such other timescale as may be otherwise agreed in writing by the District Council.

2. The Owner covenants with the District Council that prior to the Occupation of any Dwelling within the Development or Phase (if applicable) to submit to the District Council the Open Space Management Plan to the District Council for approval
3. Following laying out and the landscaping of the On-Site Open Space in the Development or a Phase (where appropriate) the owner of the On-Site Open Space will properly maintain and manage or procure the proper maintenance and management of such On-Site Open Space in the Development or within that Phase (where appropriate) in accordance with the approved Open Space Management Plan
4. Notwithstanding the provisions of paragraph 2 the Owner may at any time appoint or set up a management entry for the purpose of managing and maintaining the On-Site Open Space in any Phase (where appropriate) or over the Development as a whole.
5. Following completion of the Open Space Areas the Owner covenants:
 - (i) Not use the Open Space Areas for any purpose other than for the provision of public open space for the benefit of members of the public;
 - (ii) Maintain and manage the Open Space Areas in a clean and tidy condition and free of defects and in accordance with the Open Space Management Plan;
 - (iii) Not build or allow to be built any building on the Open Space Areas, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the public open space.

Part 3

Habitat Mitigation Contribution

1. The Owner covenants with the District Council that it will pay the Habitat Mitigation Contribution to the District Council in accordance with the following:
 - 1.1 The Owner shall not allow or permit the first Occupation of the first Dwelling until the first tranche of the Habitat Mitigation Contribution in respect of the first fifty (50) Dwellings has been paid to the District Council
 - 1.2 The Owner shall not allow or permit the first Occupation of the fifty first Dwelling until the second tranche of the Habitat Mitigation Contribution in respect of the next fifty Dwellings has been paid to the District Council

1.3

The Owner shall not allow or permit the first Occupation of the one hundred and first Dwelling until the third tranche of the Habitat Mitigation Contribution in respect of the remaining dwellings has been paid in full to the District Council

Appendix 1

Indicative Affordable Housing Matrix

UNIT TYPE	AFFORDABLE RENTED	INTERMEDIATE AFFORDABLE (Discounted Homes for Sale)	INTERMEDIATE AFFORDABLE (Shared ownership)
1 bedroom units	23%	0%	0%
2 bedroom units	23%	14%	20%
3 bedroom units	4%	6%	10%
	50%	20%	30%

SCHEDULE 3

The Owner's Covenants with the County Council

1. Bus Stop Infrastructure Contribution

- 1.1 The Owner covenants with the County Council to pay the Bus Stop Infrastructure Contribution to the County Council prior to the first Occupation of the tenth (10th) Dwelling.
- 1.2 The Owner hereby covenants not to Occupy or permit or allow Occupation of more than nine (9) Dwellings unless and until the Bus Stop Infrastructure Contribution has been paid to the County Council in full.

2. Highways Improvements Contribution

- 2.1 The Owner covenants with the County Council to pay the Highways Improvements Contribution to the County Council prior to the first Occupation of the first (1st) Dwelling.
- 2.2 The Owner hereby covenants not to Occupy or permit or allow Occupation of any Dwellings unless and until the Highways Improvements Contribution has been paid to the County Council in full.

3. Pre-School Facility Contribution

- 3.1 The Owner covenants with the County Council to pay the Pre-School Facility Contribution to the County Council in the following instalments:

25% on the first Occupation of the 10th Dwelling

25% on the first Occupation of the 50th Dwelling

50% on the first Occupation of the 100th Dwelling

- 3.2 The Owner hereby covenants not to Occupy or permit or allow Occupation of any Dwellings beyond the triggers specified in paragraph 3.1 unless and until the New Pre-School Facility Contribution payments have been paid to the County Council as set out therein.

4. Travel Plan

- 4.1 The Owner covenants with the County Council to submit the Interim Travel Plan to the County Council for written approval by the County Council prior to the Commencement of Development.
- 4.2 The Owner hereby covenants not to Commence the Development or permit or allow the Commencement of Development unless and until the Interim Travel Plan has been submitted to, and approved in writing by, the County Council.

- 4.3 The Owner covenants to implement the Interim Travel Plan as approved by the County Council in full unless otherwise agreed in writing by the County Council
- 4.4 The Owner covenants to submit a draft Resident Travel Pack to the County Council for written approval by the County Council no less than three (3) months prior to the Occupation of the first (1st) Dwelling
- 4.5 The Owner hereby covenants not to Occupy or permit or allow Occupation of any Dwelling until the draft Resident Travel Pack has been submitted to, and approved in writing by, the County Council
- 4.6 The Owner covenants to provide a Resident Travel Pack to each Dwelling forming part of the Development within one (1) month of the first (1st) Occupation of each Dwelling
- 4.7 The Owner covenants to submit the Full Travel Plan to the County Council for written approval by the County Council prior to the first Occupation of the one hundredth (100th) Dwelling.
- 4.8 The Owner hereby covenants not to Occupy or permit or allow Occupation of the one hundredth (100th) Dwelling until the Full Travel Plan has been submitted to and approved in writing by the County Council
- 4.9 The Owner covenants to implement the Full Travel Plan as approved by the County Council in full unless otherwise agreed in writing by the County Council
- 4.10 The Owner covenants to submit to the County Council the Full Travel Plan Monitoring Report five (5) years after the Full Travel Plan has been submitted or one year after Occupation of the final Dwelling, whichever is the longer.
- 4.11 The Owner covenants to appoint the Travel Plan Coordinator no less than three (3) months prior to the Occupation of the first (1st) Dwelling

5 Travel Plan Remedial Measures Notice

- 5.1 The Owner covenants to carry out the actions specified in the Travel Plan Remedial Measures Notice served by the County Council on the Owner within 28 days of the date of service of the Travel Plan Remedial Measures Notice
- 5.2 If the Owner has failed in the reasonable opinion of the County Council to comply with the measures and/or actions specified in any Travel Plan Remedial Measures Notice within the timescales specified therein the County Council may take such action as is necessary, the Owner acknowledges that they will be in breach of this Deed and that the County Council may take such action in respect of that breach or breaches as it considers appropriate without further recourse to the Owner.

SCHEDULE 4

The District Council's Covenants with the Owner

1. The District Council covenants with the Owner that it will apply the Habitat Mitigation Contribution towards the purpose specified in the definition and for no other purpose whatsoever.
2. In the event that the Habitat Mitigation Contribution is not applied for its specified purpose within 10 years of the receipt of the contribution the District Council covenants with the Owner that it will refund to the Owner such unexpended contribution along with interest if any calculated at the base rate of the Bank of England from time to time from the date of any payment until the date of repayment.
3. The District Council covenants with the Owner that it will produce full details of the expenditure of all monies paid pursuant to the provisions of this Agreement which details should be provided following receipt of a request for the same from the Owner.
4. Upon request where compliance with an obligation in this Agreement has been fulfilled to certify compliance with such obligation and if so requested the District Council covenants with the Owner to execute a Deed of Release (or partial release) from the relevant obligation and procure that a note thereof is entered on the Register of Local Land Charge.

SCHEDULE 5

The County Council's Covenants with the Owner

1. The County Council covenants with the Owner that it will apply the Bus Stop Infrastructure Contribution the Highways Improvement Contribution and the Pre-School Facility Contribution towards the purpose specified in the respective definitions and for no other purpose whatsoever.
2. The County Council shall if requested to do so in writing within one (1) year after the expiry of ten (10) years of the date that the contribution as set out in paragraph 1 (as appropriate) was paid pay to any such person such amount of the Pre-School Facility Contribution (as appropriate) paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement such payment to be made within twenty eight (28) Working Days of such request.
3. When the Pre School Facility Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner within 1 year after the expiry of ten (10) years of the payment of that sum notifying the Owner that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.
4. The County Council shall if requested to do so in writing within one (1) year after the expiry of five (5) years of the date that the contribution as set out in paragraph 1 (as appropriate) was paid pay to any such person such amount of the Bus Stop Infrastructure Contribution and the Highways Improvement Contribution (as appropriate) paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement such payment to be made within twenty eight (28) Working Days of such request.
5. When the Bus Stop Infrastructure Contribution and the Highways Contribution (as appropriate) paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner within 1 year after the expiry of five (5) years of the payment of that sum notifying the Owner that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.

SCHEDULE 6

Draft Nomination Agreements

"Housing register" means the list maintained by the Council of people who have been assessed as eligible for affordable housing (under part VI of the Housing Act 1996) or any system that replaces it

"Initial Sale" means the first sale of the newly constructed and previously unoccupied Affordable Housing Unit by the RP by way of a Shared Ownership Lease

"Practical Completion" the completion of a Dwelling to a standard which is wind and water tight and fit for habitation in terms of heating, plumbing, electrics and sanitation

"Property" means the land [] shown edged red on the plan attached hereto

"Protected Tenant" means a lessee under a Shared Ownership Lease of a particular Affordable Housing Unit

"Registered Provider" or "RP" means a Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

"Regulator" - Homes England (formerly the Homes and Communities Agency) or any body that replaces its role as regulator of Registered Providers

"S106 Agreement" means the agreement dated [] under section 106 of the Town and Country Planning Act 1990 between []

"Shared Ownership Lease" means a lease of the Affordable Housing Unit where the lessee purchases an initial share of the equity in the Affordable Housing Unit of not less than 25% and not more than 75% for a premium and rents the remainder and is entitled to acquire further shares of the equity up to 100% after a period of 2 years from the date of the Initial Sale (or at any time in the case of a Chargee)

"Shared Ownership Lessee" means the lessee for the time being of a Shared Ownership Lease

2. Enabling Provisions

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1) (b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

3. Procedure

The Parties agree that the Affordable Housing Unit will be sold on a Shared Ownership Lease basis and the purchaser shall be selected in accordance with the procedure detailed in the clause 3.1 below

3.1 Initial Sales

In relation to the Initial Sales of the Affordable Housing Units the following provisions shall apply:-

- 3.1.1 The RP shall give the Council not less than four (4) months written notice of the date when all the Affordable Housing Units will be ready for Occupation
- 3.1.3 The Council shall alert applicants from the Housing Register who have expressed an interest in low cost home ownership that the units are becoming available and advise them to contact the RP or direct them to the Help to Buy website
- 3.1.4 The RP shall upload details of the Affordable Housing Units onto the Help to Buy website and advertise the Affordable Housing Units on the basis of a Shared Ownership Lease and priority will be given to applicants who [have a connection to the District] [in accordance with the Local Lettings Cascade as set out in the S106 Agreement]. (the Council retains the right to vary the priority on a scheme by scheme basis) as set out in the S106 agreement.
- 3.1.5 the RP shall also advertise the units via the Choice Based Lettings website or other relevant systems as required by the Council at the same time as the units are advertised on the Help to Buy website
- 3.1.6 The RP shall assess all applicants for the units
- 3.1.7 The RP shall only consider applicants who have been assessed and meet the criteria for shared ownership as set out by the Regulator
- 3.1.8 The RP shall assess and verify applicants in line with any processes set out by the Regulator and retain all records that the criteria have been met and applicants have been prioritised as set out in 3.1.4 above
- 3.1.9 As part of the assessment process the RP shall require confirmation from each applicant that they are registered on the Housing Register
- 3.1.10 The RP shall provide the following information to the Council within 4 weeks of each sale:
 - i. the names of all applicants for the Affordable Housing Unit;

Deed of Nomination Shared Ownership

- ii. name(s) of the purchaser(s) and whether they were on housing register;
- iii. names of all other applicants on the housing register, assessed as eligible and who did not purchase the unit and the reasons why;
- iv. names of applicants on the housing register, who were assessed as ineligible and the reasons why;
- v. the name(s) of the purchaser(s).

3.1.11 The RP shall provide full evidence to the Council in relation to 3.1.7 and 3.1.8 on demand

3.1.12 Subject to the RP fulfilling these obligations under 3.1 the council will be deemed to have approved the application and taken up its nomination rights

3.2 Resales

3.2.1. Where 100% of the equity in the Affordable Housing Unit has been acquired, it may be sold on the open market [remove for restricted schemes]

3.2.2. Where the RP retains a share in the Affordable Housing Unit the property shall be sold to a purchaser assessed as meeting the eligibility criteria as set out in 3.1.7

4. RP Covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies to ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

5. Variation of Nomination Rights

The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) Working Days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

7. Chargee Provisions

The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:

a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration no less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)

8. Transfer to the Registered Provider

The RP shall use its reasonable endeavours to procure that any Registered Provider to which the Property and Affordable Housing Unit erected thereon are transferred otherwise than by direction of the Regulator under its statutory powers shall enter in to a similar Deed mutatis mutandis with the Council simultaneously on completing the transfer of the Property

9. Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of any agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

Authorised signatory

DRAFT

DATED

201

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme) SCHEDULE

THIS NOMINATION AGREEMENT is made the

day of

201

BETWEEN:

1) of registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number 32427R) (the Registered provider) (or such other Registered Provider as may be approved by East Suffolk Council)

and

2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton Woodbridge, IP12 1RT (the Council)

f. Definitions

In this Deed:

"Affordable Dwelling(s) for Rent" means Dwellings on the Development to be made available as Affordable Housing let at a monthly or weekly rental figure that does not exceed:-

(a) 80% of the local market rent inclusive of service charges; or

(b) (if lower) the local housing allowance rate; or

(c) with rent increases during the term of any individual tenancy being limited to increases in the Consumer Price Index from the date of this Nomination Agreement plus 1% or any subsequent relevant limit placed upon Registered Providers by the Regulator or Central Government;

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

"Allocation Policy" means the policy and procedure that the Council has adopted to determine eligibility and priority for Affordable Dwellings for Rent

"Charged" means any mortgagee or chargee of a Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee or any other person appointed by a mortgagee or chargee under its security documentation for the purpose of enforcing its mortgage or charge or any administrator (howsoever appointed) including a housing administrator

Choice Based Lettings - means the process used to advertise Affordable Dwellings for Rent in the Council area or any system that replaces it.

Development means the Development as defined in the Section 106 Agreement to which this Nominations Agreement is appended

Effective Date means the date that the application form is received by the Partner Organisation (PO), except in the following situations:

- i. When an applicant is moved from one band to a higher band, their new effective date will be the date that their circumstances changed or when the PO is advised of this;
- ii. Where an applicant receives priority on medical or welfare grounds, their effective date will be the date that they the application for the award is received by the PO;
- iii. Where an applicant has been accepted as homeless their effective date will be the date that they applied as homeless unless they already qualify for Band B with an earlier date;
- iv. Where a woman is pregnant and the baby will make her eligible for a larger property, her effective date for the larger property will be the date that the baby is born

Initial Let means the first tenancy or lease of a newly constructed and previously unoccupied Affordable Dwelling(s) for Rent in accordance with Section 199 of the Housing Act 1996 as amended by Section 315 of the Housing and Regeneration Act 2008

Landlord(s) means a person or persons who are required to use the Council's Choice Based Lettings process

Nominee or *Nominees* means a person named in the Shortlist nominated by the Council to the Registered Provider who qualify for a tenancy in accordance with the Registered Provider's letting criteria (details of which have been provided to the Council prior to the date of such nominations) to be the tenant of an Affordable Dwelling(s) for Rent.

Partner Organisation or *PO* means each of the eight District and Borough Councils participating in the current Choice Based Lettings scheme

"Property" means the land (

) shown edged red on the plan attached hereto

"Registered Provider" or "RP" means a Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

"Regulator" – Homes England (formerly the Homes and Communities Agency) or any body that replaces its role as regulator of Registered Providers

"Shortlist" means the list of applicants (as may be updated from time to time) to be supplied by the Council in line with the Allocation Policy and procedures giving the names of person(s) who the Council considers to be eligible for this size of property and have a local connection (as determined by the Council/ or as determined in the Section 106 Agreement for the Property and who has been assessed as being in housing priority.

"Tenancy Agreement" means an introductory/probationary tenancy, assured shorthold, assured or secure tenancy agreement in a form prepared by the Registered Provider and in line with an approved policy that meets the requirements of the Regulator.

"Vacancy Notice" means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Affordable Dwelling(s) for Rent is completed and the Affordable Dwelling(s) for Rent is ready to be advertised through choice based letting or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

"Void" means an Affordable Dwelling(s) for Rent which is vacant otherwise than as a result of the tenant having

(a) Moved to other accommodation either by transfer or decant provided by the Registered Provider, or

(b) Moved to other accommodation under a reciprocal arrangement provided by another Registered Provider registered with The Regulator under the Housing Act 1996 or Housing and Regeneration Act 2008

"Void Notice" means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the Affordable Dwelling(s) for Rent is available to be advertised through Choice

Based Lettings or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

Enabling Provisions

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1) (b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

Procedure

The parties agree that the Registered Provider shall give the Council nomination rights for each and every Initial Let and Void and the following procedure shall apply to the nomination of persons in respect of the Affordable Dwellings(s) for Rent.

3.1 Initial lets

- 3.1.1 The Registered Provider shall give the Council not less than 4 months' written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation
- 3.1.2 The Registered Provider shall serve a Vacancy Notice on the Choice Based Lettings system detailing the date available for Occupation in respect of the Affordable Dwelling(s) for Rent at the point when it wishes the Affordable Dwelling(s) for Rent to be advertised. This will be in line with agreed advertising cycles which form part of the Allocation Policy.
- 3.1.3 The Council shall arrange for the Affordable Dwelling(s) for Rent to be advertised. Within 2 Working Days of the bidding cycle closing the Council shall serve upon the Registered Provider a Shortlist. The Nominees will be prioritised in line with their housing need and banding priority and effective date. The Council may agree to delegate the shortlisting to the Registered Provider and as required, verification of relevant applicant information.
- 3.1.4 The Shortlist to be served by the Council under clause 3.1.3 shall:
- i. Specify the appropriate category of Affordable Dwelling(s) for Rent, and
 - ii. Indicate the priority for the housing of the persons named and any other relevant information using a standard pro-forma document via a generic e-mail address to the Council's Choice Based Lettings scheme
- 3.1.5 Upon the properties being ready to let the Registered Provider shall within five (5) Working Days of the date of receipt of the Shortlist select a Nominee from the Shortlist taking into account the priority in the order given for housing indicated by the Council

and shall use its reasonable endeavours to arrange a viewing of the Affordable Dwelling(s) for Rent and offer a Tenancy Agreement to such selected Nominee subject to any final checks as agreed in line with the Council's Allocation Policy and the Registered Provider's letting criteria

- 3.1.6 If the selected Nominee fails to accept the offer of a tenancy within one (1) Working Day of receipt of the Registered Provider's offer such selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.5
- 3.1.7 If the second selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then such second selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to a third Nominee by repeating the procedure set out in clause 3.1.5
- 3.1.8 If such third selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then the Registered Provider will request a further Shortlist from the District Council and the District Council will supply this within three (3) Working Days.
- 3.1.9 If the District Council is unable to supply any further Nominees the Registered Provider will request that the Affordable Dwelling(s) for Rent is re-advertised and the procedures set out in 3.1.3 – 3.1.8 are complied with

4. Voids

- 4.1 Should an Affordable Dwelling(s) for Rent become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the procedures set out in 3.1.2 – 3.1.9 shall apply except 3.1.2 which shall refer to Void Notice rather than Vacancy Notice in addition to 4.1.1.

- 4.1.1 The Registered Provider shall give the Council not less than 1 month's written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation

5. Provision of information and alteration of lists

- 5.1 The Registered Provider shall give notification to the Council of the following events within (2) Working Days of their occurrence:

- i. a Nominee failing to view an Affordable Dwelling(s) for Rent when a viewing has been arranged
- ii. a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Nomination Agreement
- iii. a Nominee accepting an offer of a Tenancy Agreement
- iv. Registered Provider rejecting a Nominee in accordance with Clause 5.3

Arrangements for notification to the Council will be set out in the Council's approved Allocation Policy

The Registered Provider shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the Registered Provider the grant of an assured tenancy to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria. The Registered Provider is required to make decisions without influence from third parties.

The Council shall notify the Registered Provider in writing of any Nominee that is withdrawn from the Shortlist.

The Registered Provider must ensure that they handle all information in line with the current Data Protection Act 1998 and future general data protection regulations and procedures and the requirements of the Council's Allocation Policy

The Council and the Registered Provider agree that the nominations rights contained in this Nomination Agreement may be varied from time to time by agreement in writing by the parties.

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting

7. Chargee Provisions

The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:

a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its

security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:

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

- (i) If such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)

8. Transfer to other Registered Providers

- 8.1 The Registered Provider shall provide notice to the Council within five (5) Working Days of any transfer of the Affordable Dwelling(s) for Rent to a Registered Provider

- 8.2 The Registered Provider shall use its reasonable endeavours to procure that any Registered Provider to which the Affordable Dwelling(s) for Rent erected thereon are transferred otherwise than by direction of The Regulator under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council simultaneously on completing the transfer of the Property

9. Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

10. Costs

The Registered Provider agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Nomination Agreement and the Council's reasonable costs to cover the nominations procedure. Any changes to current charges will be negotiated with all Landlords who are required to let their properties in line with the District Council's allocation and letting policy and procedures

11. Agreements and Declarations

- 11.1 Nothing in this Nomination Agreement fetters or restricts the exercise by the District Council of any of its powers
- 11.2 The obligations contained in this Nomination Agreement are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 section 33

12. Third Party Rights

No provisions of this Nomination Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

In witness whereof the parties have executed this Nomination Agreement on the day and year first before written

THE COMMON SEAL of

was affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of EAST SUFFOLK COUNCIL

was affixed

In the presence of:-

Authorised signatory

SCHEDULE 7

Draft Planning Permission



Mr Richard Brown
Richard Brown Planning Limited
18 Redwood
Burnham
Buckinghamshire
SL1 8JN

Outline Planning Permission

Town And Country Planning Act 1990

The Town and Country Planning (Development Management Procedure) (England) Order 2015

Our reference	DC/17/3981/OUT
Date valid	29 September 2017
Site	Land South Of, Chediston Street, Halesworth
Parish	Halesworth
Proposal	Outline Application (Some Matters Reserved) - Construction of upto 200 dwellings including car parking, open space provision with associated infrastructure and access

East Suffolk Council hereby grant **outline permission** in accordance with the application, plans and particulars, subject to the submission of "reserved matters" and compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

In determining the application, the council has given due weight to all material planning considerations including policies within the development plan as follows:

Conditions:

1. a) Application for approval of any reserved matters must be made within three years of the date of this outline permission and then
b) The development hereby permitted must be begun within either three years from the date of this outline permission or within two years from the final approval of the reserved matters, whichever is the later date.

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DX: 41400 Woodbridge

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Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

Details relating to the layout, scale, appearance and landscaping of the site (the "reserved matters"), and measures to minimise water and energy consumption and to provide for recycling waste shall be submitted to and approved by the Local Planning Authority before any development is commenced.

Reason: To comply with Sections 91 and 92 of the 1990 Act.

Details relating to the "reserved matters" pursuant to this planning permission shall not materially depart from the design principles and design proposals set down in the Design and Access Statement.

Reason: To secure a properly planned development.

- No part of the development shall be commenced until details of the proposed access roundabout indicatively shown on Drawing No. A091299-1-105 have been submitted to and approved in writing by the Local Planning Authority. The approved access roundabout shall be laid out and constructed in its entirety prior to occupation. Thereafter the access roundabout shall be retained in its approved form.

Reason: To ensure that the access roundabout is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.

- No part of the development shall be commenced until details of the proposed access onto B1123 Chediston Street indicatively shown on Drawing No. YOR.2819_10C have been submitted to and approved in writing by the Local Planning Authority. The approved access shall be laid out and constructed in its entirety prior to occupation. Thereafter the access shall be retained in its approved form.

Reason: To ensure that the access is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of highway safety.

- No part of the development shall be commenced until details of the proposed footway improvements indicatively shown on Drawing No. A13455-T-001 have been submitted to and approved in writing by the Local Planning Authority. The approved improvements shall be laid out and constructed in their entirety prior to occupation.

Reason: To ensure that the footway improvements are designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of sustainable travel and highway safety.

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No part of the development shall be commenced until details of the proposed footpath/footway link to Barley Meadow has been submitted to and approved in writing by the Local Planning Authority. The approved link shall be laid out and constructed in its entirety prior to occupation.

Reason: To ensure that the link is designed and constructed to an appropriate specification and made available for use at an appropriate time in the interests of sustainable travel.

8. Before the development is commenced details of the areas to be provided for storage of Refuse/Recycling bins shall be submitted to and approved in writing by the Local Planning Authority.
The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter for no other purpose.

Reason: To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users.

9. Before the development is commenced, details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that roads/footways are constructed to an acceptable standard.

10. No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least Binder course level or better in accordance with the approved details except with the written agreement of the Local Planning Authority.

Reason: To ensure that satisfactory access is provided for the safety of residents and the public.

11. The new estate road junction(s) with Chediston Street (B1123) inclusive of cleared land within the sight splays to this junction must be formed prior to any other works commencing or delivery of any other materials.

Reason: To ensure a safe access to the site is provided before other works and to facilitate off street parking for site workers in the interests of highway safety.

12. Before the development is commenced details of the areas to be provided for the [LOADING, UNLOADING,] manoeuvring and parking of vehicles including secure cycle storage shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety before the development is brought into use and shall be retained thereafter and used for no other purpose.

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Reason: To ensure the provision and long term maintenance of adequate on-site space for the parking and manoeuvring of vehicles, where on-street parking and manoeuvring would be detrimental to highway safety.

13. Before the 81123 Chediston Street access is first used clear visibility at a height of 0.6 metres above the carriageway level shall be provided and thereafter permanently maintained in that area between the nearside edge of the metalled carriageway and a line 2.4 metres from the nearside edge of the metalled carriageway at the centre line of the access point (X dimension) and a distance of 215 metres in each direction along the edge of the metalled carriageway from the centre of the access (Y dimension).

Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.

Reason: To ensure vehicles exiting the drive would have sufficient visibility to enter the public highway safely, and vehicles on the public highway would have sufficient warning of a vehicle emerging to take avoiding action.

14. No development shall take place until a Construction Method Statement has been submitted to, and approved in writing by, the local planning authority. The statement shall provide details of:

- proposed hours of work
 - proposed piling methods
 - the parking of vehicles of site operatives and visitors
 - loading and unloading of plant and materials
 - storage of plant and materials used in constructing the development
 - the erection and maintenance of security hoarding and acoustic screens
 - wheel washing facilities
 - measures to control the emission of dust and dirt during construction
 - a scheme for the recycling/disposing of waste resulting from construction works
- The approved Statement shall be adhered to throughout the construction period.

Reason: In the interests of amenity and to ensure a safe development.

15. No development (including any construction, demolition, site clearance or removal of underground tanks and relic structures) approved by this planning permission, shall take place until a site investigation consisting of the following components has been submitted to, and approved in writing by, the local planning authority:

- 1) A desk study and site reconnaissance, including:
- * a detailed appraisal of the history of the site;
 - * an inspection and assessment of current site conditions;
 - * an assessment of the potential types, quantities and locations of hazardous materials and contaminants considered to potentially exist on site;

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- * a conceptual site model indicating sources, pathways and receptors; and
- * a preliminary assessment of the risks posed from contamination at the site to relevant receptors, including: human health, ground waters, surface waters, ecological systems and property (both existing and proposed).

2) Where deemed necessary following the desk study and site reconnaissance an intrusive investigation(s), including:

- * the locations and nature of sampling points (including logs with descriptions of the materials encountered) and justification for the sampling strategy;
- * explanation and justification for the analytical strategy;
- * a revised conceptual site model; and
- * a revised assessment of the risks posed from contamination at the site to relevant receptors, including: human health, ground waters, surface waters, ecological systems and property (both existing and proposed).

All site investigations must be undertaken by a competent person and conform with current guidance and best practice, including BS10175:2011+A1:2013 and CLR11.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

16. No development (including any construction, demolition, site clearance or removal of underground tanks and relic structures) approved by this planning permission, shall take place until a detailed remediation method statement (RMS) has been submitted to, and approved in writing by, the LPA. The RMS must include, but is not limited to:
- * details of all works to be undertaken including proposed methodologies, drawings and plans, materials, specifications and site management procedures;
 - * an explanation, including justification, for the selection of the proposed remediation methodology(ies);
 - * proposed remediation objectives and remediation criteria; and
 - * proposals for validating the remediation and, where appropriate, for future maintenance and monitoring.

The RMS must be prepared by a competent person and conform to current guidance and best practice, including CLR11.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

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17. Prior to any occupation or use of the approved development the RMS approved under condition 16 must be completed in its entirety. The LPA must be given two weeks written notification prior to the commencement of the remedial works.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

18. A validation report must be submitted to and approved in writing by the LPA prior to any occupation or use of the approved development. The validation report must include, but is not limited to:

- * results of sampling and monitoring carried out to demonstrate that the site remediation criteria have been met;
- * evidence that the RMS approved under condition 16 has been carried out competently, effectively and in its entirety; and
- * evidence that remediation has been effective and that, as a minimum, the site will not qualify as contaminated land as defined by Part 2A of the Environmental Protection Act 1990.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

19. In the event that contamination which has not already been identified to the Local Planning Authority (LPA) is found or suspected on the site it must be reported in writing immediately to the Local Planning Authority. Unless agreed in writing by the LPA no further development (including any construction, demolition, site clearance, removal of underground tanks and relic structures) shall take place until this condition has been complied with in its entirety.

An investigation and risk assessment must be completed in accordance with a scheme which is subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and conform with prevailing guidance (including BS 10175:2011+A1:2013 and CLR11) and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority.

Where remediation is necessary a detailed remediation method statement (RMS) must be prepared, and is subject to the approval in writing of the Local Planning Authority. The RMS must include detailed methodologies for all works to be undertaken, site management procedures, proposed remediation objectives and remediation criteria. The approved RMS must be carried out in its entirety and the Local Planning Authority must be given two weeks written notification prior to the commencement of the

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remedial works. Following completion of the approved remediation scheme a validation report that demonstrates the effectiveness of the remediation must be submitted to and approved in writing by the LPA.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

20. No development shall take place until a Construction Environmental Management Plan to mitigate both noise and air quality impacts during the construction phase has been submitted to, and approved in writing by, the local planning authority. The construction shall be carried out in accordance with the approved Plan.

Reason: In the interests of amenity.

21. No development shall take place within the area indicated [the whole site] until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority.
The scheme of investigation shall include an assessment of significance and research questions; and:
- The programme and methodology of site investigation and recording
 - The programme for post investigation assessment
 - Provision to be made for analysis of the site investigation and recording
 - Provision to be made for publication and dissemination of the analysis and records of the site investigation
 - Provision to be made for archive deposition of the analysis and records of the site investigation
 - Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
 - The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy WLP8.40 of the East Suffolk Council Waveney Local Plan (2019) and the National Planning Policy Framework (2012).

22. No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved

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under Condition 1 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy WLP8.40 of the East Suffolk Council Waveney Local Plan (2019) and the National Planning Policy Framework (2012).

23. Concurrent with the first reserved matters application(s) a surface water drainage scheme shall be submitted to, and approved in writing by, the local planning authority. The scheme shall be in accordance with the approved FRA and include:

1. Dimensioned plans and drawings of the surface water drainage scheme;
2. Further infiltration testing on the site in accordance with BRE 365 and the use of infiltration as the means of drainage if the infiltration rates and groundwater levels show it to be possible;
3. If the use of infiltration is not possible then modelling shall be submitted to demonstrate that the surface water runoff will be restricted to Q_{bar} or 2l/s/ha for all events up to the critical 1 in 100 year rainfall events including climate change as specified in the FRA;
4. Modelling of the surface water drainage scheme to show that the attenuation/infiltration features will contain the 1 in 100 year rainfall event including climate change;
5. Modelling of the surface water conveyance network in the 1 in 30 year rainfall event to show no above ground flooding, and modelling of the volumes of any above ground flooding from the pipe network in a 1 in 100 year climate change rainfall event, along with topographic plans showing where the water will flow and be stored to ensure no flooding of buildings or offsite flows;
6. Topographical plans depicting all exceedance flowpaths and demonstration that the flows would not flood buildings or flow offsite, and if they are to be directed to the surface water drainage system then the potential additional rates and volumes of surface water must be included within the modelling of the surface water system;
7. Details of who will maintain each element of the surface water system for the life.

The scheme shall be fully implemented as approved.

Reason: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site for the lifetime of the development.

24. Concurrent with the first reserved matters application(s) details of the implementation, maintenance and management of the surface water drainage scheme shall be submitted to and approved in writing by the local planning authority. The strategy shall be implemented and thereafter managed and maintained in accordance with the approved details.

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Reason: To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.

25. No development shall commence until a foul water strategy has been submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied until the works have been carried out in accordance with the foul water strategy so approved unless otherwise approved in writing by the Local Planning Authority.

Reason: To prevent environmental and amenity problems arising from flooding.

26. Before the development hereby permitted is occupied full details of electric vehicle charging points to be installed in the development shall have been submitted to the Local Planning Authority and approved in writing.

Reason: To ensure that the development makes adequate provision for electric vehicle charging points to encourage the use of electric vehicles in accordance with paragraph 3.4.2.

27. Prior to the commencement of development full details of the design of green infrastructure to provide a variety of routes of at least 2.6Km for dog walking, with connections to Rights of Way, and infrastructure such as interpretation, dog bins, and off lead areas, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: In order to mitigate the impact of the development on designated sites.

28. The recommendations of the Preliminary Ecological Appraisal (Cotswold Wildlife Surveys, May 2017) and the great crested newt survey report (Cotswold Wildlife Surveys, May 2017) shall be implemented in full.

Reason: In the interests of the protection of wildlife and protected species.

29. Prior to the commencement of development an Ecological Mitigation and Enhancement Plan shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved Plan.

Reason: In the interests of the protection of wildlife and protected species.

30. Prior to the commencement of development full details of fire hydrant provision within the site shall be submitted to and approved by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: To ensure the adequate provision of water for fire fighting.

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31. With the exception of any site clearance works, site investigation works and tree protection works no development shall take place unless a Mineral Safeguarding Assessment and Minerals Management Plan for that phase has been submitted to and approved in writing by the local planning authority in consultation with the minerals planning authority.

The Mineral Safeguarding Assessment shall assess the potential for the onsite reuse of mineral resource arising from groundwork, drainage and foundation excavations in accordance with an agreed methodology. The Minerals Management Plan will identify for each phase of development the type and quantum of material to be reused on site, and the type and quantum of material to be taken off site and to where. The development shall then be carried out in accordance with the Mineral Management Plan unless otherwise agreed in writing by the local planning authority.

Reason: To assess the quantity and quality of sand and gravel resources in accordance with the Suffolk Minerals and Waste Local Plan.

32. Detailed plans of the Reserved Matters pursuant to condition 2 above shall show that 40% of the dwellings within the site will meet the requirements of part M4(2) of Part M of the Building Regulations unless otherwise agreed in writing by the local planning authority. The development shall be carried out strictly in accordance with those approved details.

Reason: To ensure that adequate provision is made for adaptable and accessible homes in accordance with Policy WLP8.31.

33. Detailed particulars of the Reserved Matters pursuant to condition 2 above shall include a Sustainability Statement which demonstrates how all the dwellings within the site shall achieve the optional technical standard in terms of water efficiency of 110 litres/person/day unless otherwise agreed in writing by the local planning authority. The development shall be carried out strictly in accordance with those approved details.

Reason: To ensure new housing meets water efficiency measures in accordance with Policy WLP8.28.

34. As part of the first submission of a reserved matters application a scheme for the provision of self build/custom build dwellings within the site shall be submitted to and agreed in writing by the local planning authority. The scheme shall include:
- An area of land sufficient to accommodate at least 5% of the total number of dwellings as self build/custom build dwellings;
 - Arrangements to ensure the self build /custom build plots will be adequately accessed and serviced within an agreed timescale;
 - Arrangements for the marketing of the serviced self build/custom build plots for a period of not less than 12 months;
 - A set of design principles for the self build/custom build dwellings and requirements for the construction of the said dwellings

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- Arrangements for the development of any self build/custom not taken up after a minimum of 12 months marketing

Reason: To ensure adequate provision of self build/custom build dwelling plots in accordance with Policy WLP8.3

35. The approved scheme under condition 34 shall be implemented in accordance with the agreed details unless otherwise agreed in writing by the local planning authority.

Reason: To ensure adequate provision of self build/custom build dwelling plots in accordance with Policy WLP8.3

36. No open market housing shall be developed on any of the plots identified for self build/custom build dwellings by the scheme approved under condition 34 unless evidence that the plots have been marketed in accordance with the agreed marketing requirements has been submitted to and approved in writing by the local planning authority.

Reason: To ensure sufficient opportunity for the provision of self build/custom build dwelling plots in accordance with Policy WLP8.3.

Informatives:

1. It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority.
Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out. Unless otherwise agreed in writing all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense.
2. The Local Planning Authority recommends that developers of housing estates should enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction and subsequent adoption of Estate Roads.
3. The existing street lighting system may be affected by this proposal.
The applicant must contact the Street Lighting Engineer of Suffolk County Council, telephone 01284 758859, in order to agree any necessary alterations/additions to be carried out at the expense of the developer.
4. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification.
The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council

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regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing.

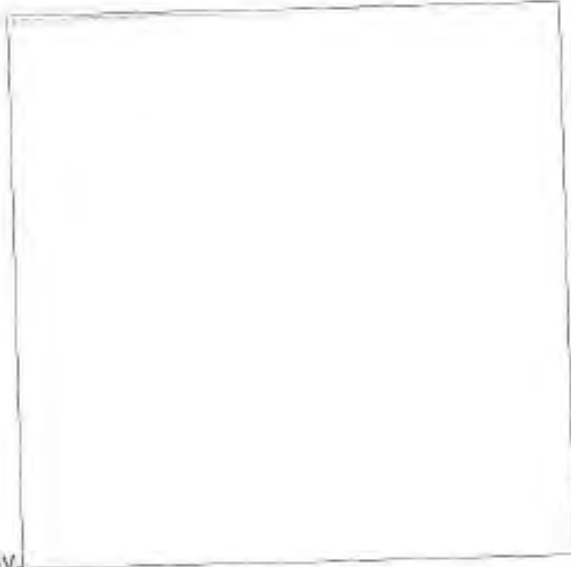
5. Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991
6. Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2003
7. Any discharge of surface water to a watercourse that drains into an Internal Drainage Board catchment may be subject to payment of a surface water developer contribution
8. Any works to lay new surface water drainage pipes underneath the public highway will need a section 50 license under the New Roads and Street Works Act
9. The submitted scheme of archaeological investigation shall be in accordance with a brief procured beforehand by the developer from Suffolk County Council Archaeological Service, Conservation Team.
10. The Local Planning Authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning Policy Framework and local plan to promote the delivery of sustainable development and to approach decision taking in a positive way.
11. Planning Act 2008 (Part 11) and the Community Infrastructure Levy Regulations 2010 (as amended)

The proposed development referred to in this planning permission is a chargeable development liable to pay Community Infrastructure Levy (CIL) under Part 11 of the Planning Act 2008 and the CIL Regulations 2010 (as amended).

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DL - REDUITZ WJL



Yours sincerely,

Date:

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Please read notes below

Note

Most work, including change of use, has to comply with Building Regulations. Have you made an application or given notice before work is commenced?

Town and Country Planning Act 1990

Notification to be sent to an applicant when a local planning authority refuse planning permission or grant it subject to conditions

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
Planning applications: Sections 78 and 79 Town & Country Planning Act 1990
Listed Building applications: Section 20, 21 and 22 Planning (Listed Buildings and Conservation Areas) Act 1990.
Advertisement applications: Section 220 and 221, Town and Country Planning Act 1990
Regulation 15 Town & Country Planning (Control of Advertisements) Regulations 1989.
- If an enforcement notice has been/is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- As this is a decision to refuse planning permission for a minor commercial application, if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

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- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice

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SIGNED as a DEED

BY MARY ANNE SWARBRICK



In the presence of
Signature of Witness

Name of Witness (Print)

Address of Witness

Occupation of Witness



SIGNED as a DEED

BY JONATHAN MARSHALL MARGARSON



In the presence of
Signature of Witness

Name of Witness (Print)

Address of Witness

Occupation of Witness



THE COMMON SEAL OF
EAST SUFFOLK COUNCIL

was hereunto affixed in the presence of; -

)
)
)



Authorised signatory



Authorised signatory



1/16

23969

THE COMMON SEAL of
SUFFOLK COUNTY COUNCIL was hereunto
affixed in the presence of: -



Authorised Officer

)
)
)

