

DATED

26th November

2019

EAST SUFFOLK COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

MICHAEL SOANES, JANET ANN SOANES and TIMOTHY SOANES (3)

HOPKINS HOMES LIMITED (4)

**Planning Obligation by Deed of Agreement under
Section 106 of the Town and Country Planning Act
1990(as amended)**

**Relating to Land
to Land on the west side of London Road, Beccles, Suffolk**

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich

www.birketts.co.uk

THIS AGREEMENT IS MADE this 26th day of November 2019

BETWEEN:

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton IP12 1RT ("the **Council**");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the **County Council**")
- (3) **MICHAEL SOANES** and **JANET ANN SOANES** both of Sunhaven, Grove Road, Beccles, Suffolk NR34 9QY and **TIMOTHY SOANES** of Bull farm, Ringsfield Road, Beccles, Suffolk NR34 ("the **Owner**");
- (4) **HOPKINS HOMES LIMITED** (company registration number 02875798) whose registered office is at Melton Park House, Melton, Woodbridge, Suffolk, IP12 1TJ ("the **Developer**").

Together "the Parties"

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the local highway authority(except for trunk roads) the local education authority and the library authority for the area in which the Site is situated and is also a local planning authority for the purposes of the Act for the area in which the Site is situated
- (C) The Owner is the freehold owner of the Site which is registered at Land Registry under title number SK127895
- (D) The Developer has a legal interest in the Site by way of an option agreement dated 23 February 2018.
- (E) The Developer has submitted the Application to the Council.
- (F) The Council has resolved to grant the Planning Permission subject to conditions and the completion of this Deed for the provision of affordable housing, open space and self-build plots and the payment of financial contributions towards the Recreation Avoidance Mitigation Scheme, provision of pre-school facilities and the improvements to the existing bus stop on the east side of London Road, Beccles.
- (G) The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in the

Regulation 122 of the Community Infrastructure Levy Regulations 2010(as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. **DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

“100% Staircaser” means a lessee of a Shared Ownership Dwelling under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling;

“Act” means The Town and Country Planning Act 1990 (as amended);

“Affordable Housing” means subsidised housing that will be available to persons who cannot afford to buy or rent housing generally available on the open market which shall be a mix of Affordable Rental Units and Shared Ownership Dwellings in accordance with the Affordable Housing Table;

“Affordable Housing Scheme” means the details to be submitted by the Owner and approved by the Council including details of the time scale and programme for the implementation and delivery of the Affordable Housing on the Site in accordance with the Affordable Housing Table and this Deed such details to also include the details of the proposed Registered Provider;

“Affordable Rental Units” means those Affordable Housing Units to be let by a Registered Provider with an appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges that does not exceed the local housing allowance or as otherwise agreed with the Council in writing;

“Affordable Housing Units”	means sixty-five (65) Dwellings to be provided on the Site as Affordable Housing in accordance with the Affordable Housing Table and to be delivered in accordance with the approved Affordable Housing Scheme and the provisions of Schedule 3 to this Deed;
“Affordable Housing Table”	means the table at Schedule 4 indicating the plot numbers and tenure types of the Affordable Housing Units unless otherwise agreed in writing with the Council;
Affordable Rental Units”	means those Affordable Housing Units to be let by a Registered Provider with an appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges that does not exceed the local housing allowance or as otherwise agreed with the Council in writing;
“Application”	means the application for hybrid planning permission submitted to the Council for the Development and allocated reference number DC/18/4312/FUL;
“Allocation Policy”	means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Rent Units;
“Bus Stop Contribution”	means the sum of £2500 Index Linked payable to and to be applied by the County Council solely towards the costs of the County Council providing a raised kerb to form a bus stop by the east side of London Road, Beccles;
“Completion Certificate”	means a completion certificate issued pursuant to the Buildings Regulations 2010;

“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site 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, erection of any temporary means of enclosure and the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly;
“Custom Build Act”	means the Self Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016);
“Development”	means the development of the Site (i) full application – residential development of 217 Dwellings (including 30% affordable Dwellings together with public open space, roads, accesses, parking, garages, drainage and associated infrastructure (ii) outline application – 11 serviced self-build plots with associated access and infrastructure;
“Discounted Value”	means a value equivalent to and including a discount of twenty five (25) per cent of the market value of a Self-Build Private Plot (such market value as certified by an independent valuer or surveyor who practices within a 15 mile radius of the Site) which shall be applied to calculating the price of the Self Build Discounted Plots;
“Dwelling”	Any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;
“Eligible Person”	A person or persons on the housing waiting list maintained by the Council or a person or persons who is otherwise approved by the Council as being in need of separate or alternative accommodation and unable to buy housing generally available on the open market who lives within the Housing Market Area;

“First Purchaser”	The first purchaser of a Self-Build Affordable Plot;
“Homes England”	The non-departmental public body responsible for creating thriving communities and affordable homes in England and which is the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body that may replace it in either function;
“Housing Market Area”	means the Beccles area in the first instance and then in order of priority (a) the surrounding parishes to Beccles and then (b) the East Suffolk administrative area but for the avoidance of doubt those Eligible Persons with a Local Connection to the Beccles Area shall have priority for the Affordable Housing to be provided on the Site;
“Index”	means 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”	means the increase or decrease in any sum referred to in this Deed by an amount equivalent to the increase or decrease in the Index to be calculated in accordance with Clause 11 of this Deed;
“Local Connection”	<p>(a) a person who has continuously lived in the Housing Market Area for the preceding 3 years, OR</p> <p>(b) has continuously had a place of work in the Housing Market Area for the preceding 3 years, OR</p> <p>(c) has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in the Housing Market for the preceding 5 years, OR</p>

(d) can demonstrate some other local connection to the Housing Market Area to the satisfaction of the Council, OR

(e) due to a lack of suitable accommodation was forced within the preceding 3 years to move away from the Housing Market Area;

“Local Plan”

means the Waveney District Local Plan 2019;

“Management Company”

means a company or body who will take over responsibility for the future maintenance of the Open Space and which may include a residents association established for this purpose or a private limited company;

“Market Housing Unit”

means any Dwelling which is for general market housing for sale on the open market;

“New Pre-School Contribution”

means the sum of £350,000 Index Linked payable to and to be applied by the County Council solely towards the costs of a new pre-school at Beccles Primary Academy or in the event that such scheme cannot be delivered within such period as to reasonably serve the needs of the Development then such contribution shall be applied towards an alternate delivery of a new pre-school which will serve the needs of the Development;

“Nominated Person”

means a person or persons nominated by the Council from their housing register or the HomeBuy Agent to be offered an Affordable Housing Unit by the Approved Body;

“Occupation” and “Occupied”

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 and “Occupy” and “Occupied” shall be construed accordingly;

“Open Space”

the areas of open space (including 0.4 hectare local equipped area of play) on the Development provided by the Owner for public use and enjoyment of the residents of the Development in accordance with the Open Space Specification to be agreed in writing with the Council and to be provided in phases if so agreed in writing with the Council;

“Open Space Specification”

means the plan for the delivery of the Open Space including the specifications plans and drawings showing but not limited to the layout and design of the Open Space which may be provided in phases if the Owners so agree with the Council including details of any proposed play area and equipment landscaping, paths and access arrangements, street furniture and fencing together with details of the proposed future management regime for the Open Space to be agreed in writing with the Council;

“Open Space Transfer”

a transfer of the Open Space to be approved in writing by the Council and which inter alia shall contain the following provisions:

- (a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;
- (b) All easements and rights necessary in relation to access for the benefit of the Open Space;
- (c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;
- (d) Restrictive covenants by the Management Company (if relevant);

- (e) Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open space;
- (f) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development;

“Outline Permission” that part of the Planning Permission granting consent for eleven (11) serviced Self Build Dwellings with associated access and infrastructure;

“Plan” the plan attached to this Deed;

“Planning Permission” the hybrid planning permission subject to conditions to be granted by the District Council pursuant to the Application as substantially set out in draft in the Schedule 2;

“Practical Completion” means the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and “Practically Complete” shall be construed accordingly;

“Protected Person” means any person who:

- a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- c) a 100% Staircaser;

d) any successor in title to a chargee or mortgagee of the persons named in a) – c) above;

e) any mortgagee of a Shared Ownership Dwelling lawfully exercising the mortgagee protection provisions within that Shared Ownership Lease;

“Qualifying Person” means an individual or individuals who satisfy the eligibility criteria contained within the approved Self Build Marketing Strategy to purchase a Self Build Plot;

“RAMS Contribution” the sum of seventy three thousand two hundred and twenty-two pounds and twenty-two pence (£73,222.22) payable to the Council towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to the RAMS;

“Reasonable Consideration” offer prices from Registered Providers which give the Owner a reasonable consideration having regard to current market conditions in the disposal of Affordable Housing of a similar type and location by Registered Providers on a grant free basis via Section 106 Agreements;

“Registered Provider” or “RP” either:-

(i) A body registered as a social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1985 or;

(ii) any person or body or entity which is registered as a provider or social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008

to be approved in writing by the Council;

“Self Build Design Code” means the Self Build Design Code attached to Schedule 7 of this Deed

“Self-Build Plots”	means comprising eight (8) Self Build Private Plots and three (3) Self Build Discounted Plots and shown indicatively edged red and blue on the attached drawing HOPK180527 PP-002 which are each to be secured as a "custom housebuilding " plot as defined in section 1(A1) of the Custom Build Act and upon which 8 Self Build Private Units and 3 Self Build Discounted Units shall be constructed upon;
“Self Build Discounted Units”	means three (3) of the Self Build Dwellings to be provided on the Self Build Discounted Plots at a price where a Discounted Value has been applied;
“Self Build Discounted Plots “	means the three (3) plots upon which the Self Build Discounted Units will constructed on;
“Self Build Private Plots”	means the eight (8) plots upon which the Self Build Private Units will be constructed on;
“Self-Build Private Units”	means eight (8) of the Self-Build Dwellings to be provided on the Self Build Private Plots as private dwellings and sold at an open market price;
“Self-Build Dwellings”	means eleven (11) dwellings to be constructed on the Self Build Plots to be constructed substantially in accordance with the Self Build Design Code as annexed to Schedule 7 and to be provided pursuant to the Outline Permission;
“Self Build Marketing Strategy”	means a strategy and details for each of the Self Build Plots to be submitted by the Owner and approved by the Council (both parties acting reasonably) which shall include the following details: (a) the period of marketing for the Self Build Plots which for the avoidance of doubt shall be no less than 24 months;

 Self Build Private Plots

 Self Build Discounted Plots



NOTES

1. All plots are subject to the following conditions:

2. All plots are subject to the following conditions:

3. All plots are subject to the following conditions:

4. All plots are subject to the following conditions:

5. All plots are subject to the following conditions:

6. All plots are subject to the following conditions:

7. All plots are subject to the following conditions:

8. All plots are subject to the following conditions:

9. All plots are subject to the following conditions:

10. All plots are subject to the following conditions:



PLANNING



*BLP on behalf of
Michael Soames,
Janet Ann Soames and
Timothy Soames*

London Road
Beccles
For: Hopkins Homes

Self Build Location Plan

1:500 @ A0 31/10/19

HOPK180527 PP-002

(b) the terms on which the Self Build Plots will be marketed (including sales price and marketing brochure); and

(c) contact details of the marketing agent;

(d) the price that each Self Build Discounted Plot and each Self Build Private Plot will be sold for;

(e) the eligibility criteria for a Qualifying Person(s) eligible to purchase a Self-Build Discounted Plot;

“Self-Build Register” means the Council's register of persons seeking to acquire a Self-Build Plot;

“Self-Build Sale Contract” means a contract or contracts) for the sale of the Self Build Plots which are condition upon completion of the construction of the relevant Self Build Dwelling;

“Shared Dwelling” **Ownership** means those Dwellings purchased on a Shared Ownership Lease;

“Shared Lease” **Ownership** means a lease in a form approved by Homes England or where there is no such form in a form approved by the 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;

- power to the purchaser to increase their ownership up to 100%;

- 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 the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England;

“Site” means the land shown edged red on the Plan and described in the First Schedule against which this Deed may be enforceable;

“Surveyor” means a surveyor or valuer with relevant experience of the property market in Waveney;

“Working Days” means any day Monday to Friday inclusive except bank or public holidays in England;

2. **CONSTRUCTION OF THIS DEED**

2.1 Where in this Deed reference is made to any clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed;

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

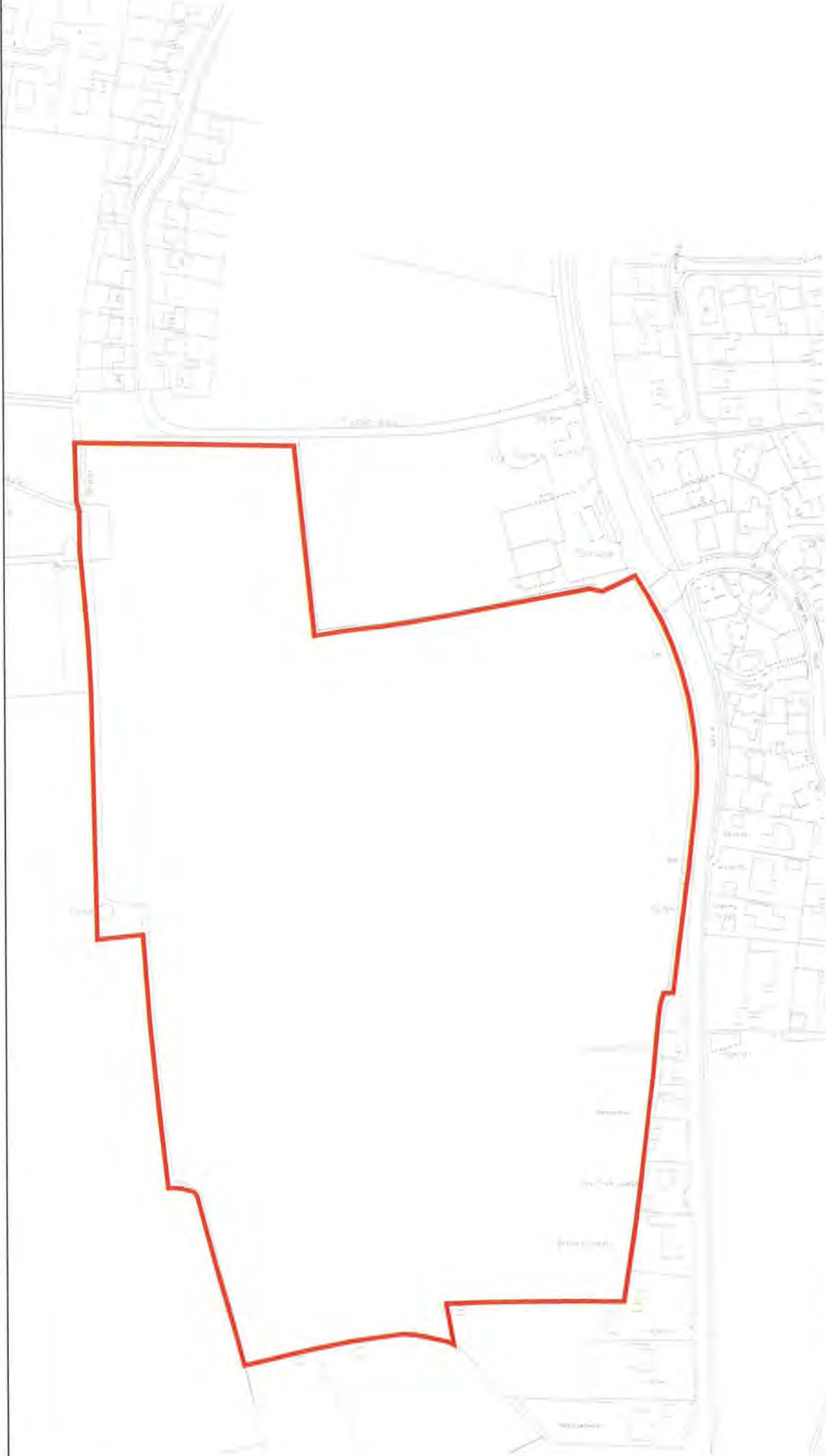
2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise;

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it;

2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of

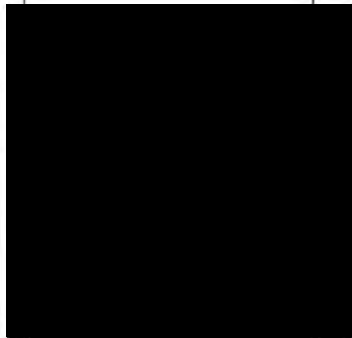
A2



NOTES

This drawing is the copyright of Thrive Ltd. All rights reserved.
 Ordnance Survey Data © Crown Copyright. All rights reserved.
 Licence No. 100037398. OS NED scale from this drawing.
 Contractors, Sub Contractors and Suppliers are to check all relevant
 dimensions and levels of the site and building before commencing
 any shop drawings or building work. Any discrepancies should be
 reported to the architect.
 Where applicable this drawing is to be read in conjunction with the
 Consultants' drawings.

REV	DESCRIPTION	DATE	AUTH	CHK'D
A	STATUS APPROVED TO PLANNING	08/10/18	RT	RT
B	Red Line issued	14/12/18	RT	RT
C	Topographic survey attached	15/12/18	MWP	RT



scale 1:1250

PLANNING



Building 102, The Grange, Beccles Road, Northwold, IP11 2AE
 © 01794 367703 F. 01794 367276 www.thrivearchitects.co.uk

PROJECT
London Road
Beccles
 For: Hopkins Homes

DRAWING
Location Plan

SCALE	DATE	AUTHOR	CHK'D
1:1250@ A2	Aug'2018	MWP	RT
JOB NO.	DRAWING NO.	REV	
HOPK180527	LP.01	C	
CLIENT REF			

the Council and the County Council their respective successor or successor in title to their relevant statutory functions;

2.7 The headings are for reference only and shall not affect construction.

3. **LEGAL BASIS**

3.1 This agreement is a Deed made pursuant to section 106 of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers;

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council and the County Council against the Owner and its successors in title.

4. **CONDITIONALITY**

4.1 The planning obligations contained in this Deed are conditional upon the :

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development;

save for clauses 7.1 , 12 and 13 which shall come into effect immediately upon the completion of this Deed.

5. **THE OWNER'S COVENANTS**

5.1 The Owner covenants with the Council and the County Council as set out in Schedule 3;

5.2 The Developer agrees that it shall be bound by the terms of this Deed on becoming a freehold owner of the Site as a successor in title to the Owner but otherwise shall have no liability under this Deed;

5.3 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;

- a. Commencement of Development;
- b. Occupation of the first (1st) Dwelling;
- c. Occupation of 50 Market Housing Units;
- d. Occupation of 100 Market Housing Units;

- e. Occupation of 150 Market Housing Units;
- f. Occupation of the final Dwelling; and
- g. Completion of the Development.

6. THE COUNCIL'S COVENANTS

- 6.1 The Council and the County Council covenant with the Owner as set out in Schedule 5.

7. MISCELLANEOUS

- 7.1 The Developer shall pay to the Council and to the County Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed;
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999;
- 7.3 This Deed shall be registrable as a local land charge by the Council;
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner or the Developer from the Council and/or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services (or the equivalent officer of the Council fulfilling such functions) and in the case of the County Council any such agreement, consent, approval or expression of satisfaction shall be given by the Director of Growth Highways and Infrastructure (or duly appointed successor) or officer acting under his/her hand;
- 7.5 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development;

- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire freehold or long leasehold interest in the Site or part of the Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest;
- 7.9 Save for the obligations contained in paragraph 1 of the Third Schedule which shall continue to be binding and enforceable against individual purchasers, owners, occupiers, lessees or their mortgagees of Affordable Housing Units and Self-Build Affordable Housing Units subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 7.9.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Planning Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; and
- 7.9.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site;
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 7.11 In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that such new planning permission is granted pursuant to section 73 of the Act;
- 7.11.1 the obligations in this Deed shall in addition to binding the Site in respect of respect of the Planning Permission relate to and bind the Site in respect of any planning permission granted pursuant to Section 73 of the Act; and
- 7.11.2 the definitions of Development Application and Planning Permission shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and and/or quantum of section 106 obligations in

so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act;

7.12 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council and/or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority;

7.13 The Owner consents from the date that this Deed takes legal effect pursuant to clause 4 hereof to allow the Council and its duly authorised officers or agents at all reasonable times to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.

8. **WAIVER**

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

9. **CHANGE IN OWNERSHIP**

9.1 As qualified by the following sub-clause the Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Deed have been discharged such notice quoting the Council's reference DC/18/4312/FUL and giving details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan and the title number or numbers thereof;

9.2 For the avoidance of doubt, the Owner shall not be obliged by this obligation to notify the Council of every plot or Dwelling disposal, but only if it disposes of all its freehold interest in the Site.

10. **DISPUTE PROVISIONS**

10.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant

in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares;

- 10.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error 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 in equal shares;
- 10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation;
- 10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days;
- 10.5 The provisions of this clause shall not affect the ability of the parties 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.

11. **INDEX LINKING**

Any sum referred to in this Deed shall be increased or decreased by an amount equivalent to the Index from the date of this Deed 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 2 months before the date on which the sum is payable

D = is the Index for the month 2 months before the date of this Deed

Where C/D = is greater than 1

12. **JURISDICTION**

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

13. **DELIVERY**

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

IN WITNESS whereof the parties hereto have executed this instrument as a Deed in the manner appearing hereafter but not delivered until the day and year first before written

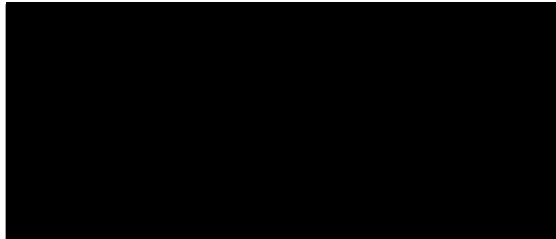
The Common Seal of **EAST**)
SUFFOLK COUNCIL)
was hereunto affixed in the)
presence of:)



Authorised Signatory

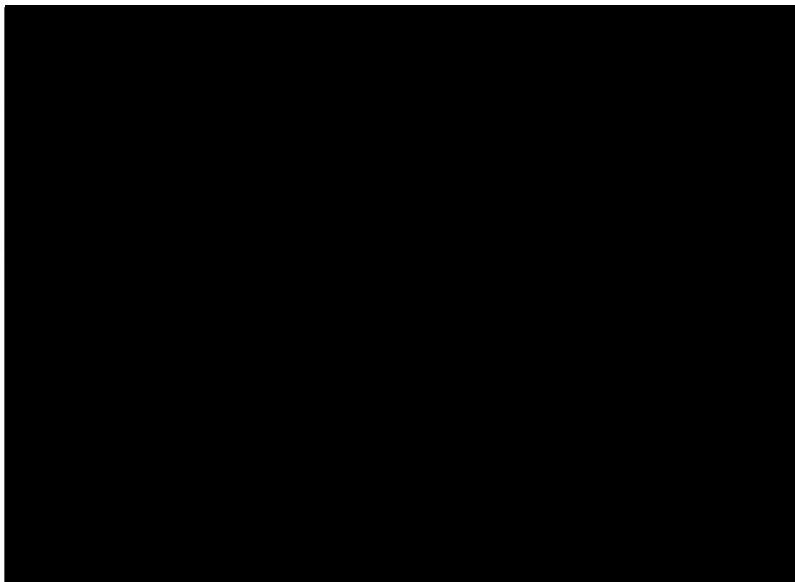
Authorised Signatory

The Common Seal of)
SUFFOLK COUNTY)
COUNCIL)
was hereunto affixed in the)
presence of:)



Authorised Signatory

Executed by **MICHAEL**)
SOANES as a Deed)
in the presence of:)
)



Witness signature

Witness Name

Witness Address

Witness Occupation:

Executed by **JANET ANN SOANES** as a Deed in the presence of:

Witness signature

Witness Name

Witness Address

Witness Occupation:

Executed by **TIMOTHY SOANES** as a Deed in the presence of:

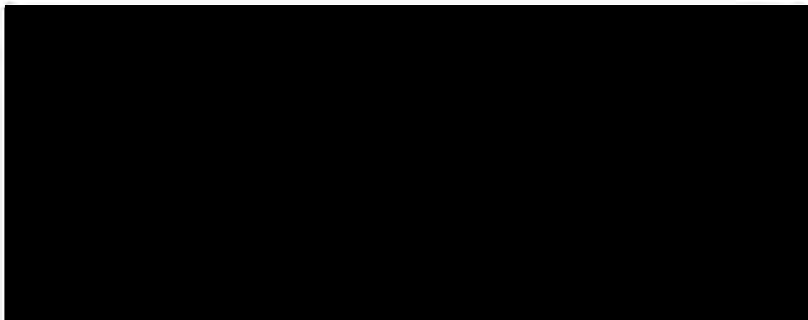
Witness signature

Witness Name

Witness Address

Witness Occupation:

Executed as a Deed by **HOPKINS HOMES LIMITED** in the presence of :



SCHEDULE 1

DETAILS OF THE OWNER'S TITLE AND DESCRIPTION OF THE SITE

The freehold land showed edged with red on the Plan being land known as west side of London Road, Beccles, Suffolk which is registered at Land Registry under title number SK127895.

SCHEDULE 2

DRAFT PLANNING PERMISSION

- DRAFT -

Conditions to run with decision on application reference DC/18/4312/FUL for Hopkins Homes at Land West of London Road Beccles

Schedule with formal letter of notice from the Council of intent to attach a pre-commencement condition under the requirements of The Town and Country Planning (Pre-commencement Conditions) Regulations 2018.

The text of the pre-commencement condition;

the full reasons for the condition;

the full reasons for the condition to be pre-commencement condition;

and notice that a substantive response is to be received no later 10 working days beginning with the date after the date on which the notice was given. Hopkins Homes would expect to receive this notice 10 working days prior to the issuing of the consent.

For the 11 dwellings offered for self or custom builders (in outline):

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.

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

2 Plans and particulars showing the detailed proposals for all the following aspects of the development of the eleven self build plots ("the reserved matters") shall be submitted to the Local Planning Authority and development shall not be commenced before these details have been approved:

- The siting of all buildings within their plots.
- The design of all the buildings, including the colour and texture of facing and roofing materials. A landscape design showing the planting proposed to be undertaken, the means of forming enclosures, the materials to be used for paved and hard surfaces and the finished levels in relation to existing levels.
- Measures to minimise water and energy consumption and to provide for recycling of waste.
- The provision to be made within each plot for the parking, loading and unloading of vehicles.
- The alignment, height and materials of all walls and fences and other means of enclosure.

Reason: To secure a properly planned development.

As these are in outline they are not subject to the Governments requirement that pre-commencement conditions are agreed.

For the 217 dwelling part where full planning permission is sought:

1. The development hereby permitted shall be begun within a period of three years beginning with the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 as amended.

2. The development hereby permitted shall be completed in all respects strictly in accordance with:

Site Layout SL.01 Rev D 10.4.19, External works site layout SL02 Rev D received 10.4.19

Location Plan LP.01 Rev C January 2019; Street Elevations SE.01 RevA 11.1.19

Coloured Street Elevations CSE.01 Rev A 11.1.19

Materials Plan Hopkins Homes 010 RevA January 2019

Artistic Site Overview Hopkins Homes 011 January 2019

Landscape Strategy Plan Aspect ASP03 RevB January 2019

Pedestrian / Cycle Links Connectivity Plan Aspect ASP05 January 2019

And the following house design drawings: AFFHT.743e, 743p, 859e 859p, 946e, 946p, HT 642e, 642p, 743Ae, 743Ap, 706e, 706p, 777e, 777p, 852e, 852p, 885e, 885p, 885Ae, 885Ap, 882e, 882p all revision B of 10.4.19

and, 905e, 905p, revision A of 35.3.19 and 1032-1e, 1032p revision C of 10.4.19 and 1032B-1e, 1032Bp, 1021e, 1021p all revision B of 10.4.19 and 1119e and 1119p revision A of 25.3.19 and 1208B1e, 1208B2e, 1208Bp revision C of 10.4.19 and 1317e , 1317p revision B of 10.4.19, 1326e, 1326p revision A of 10.4.19, 1291-1e, 1291-2e, 1291-2p, revision C of 10.4.19, 1550-1e, 1550p, 1687e, 1687p, 1764-1e, 1764-2e, 1764p, 2048e, 2048p all revision B received 10.4.19

and the following plot drawings:

p2 16-17e, p revision B of 10.4.19

p5-7e, p revision C of 10.4.19

p9-11e1, p1 revision B of 10.4.19

p12-15e1, e2, p revision C of 10.4.19

p19-22e1, e2, p1, p2 revision A of 25.3.19

p23-25e1, p; p26-30e, p; p37-39e, p rev B of 10.4.19

p60-65e, p rev C of 10.4.19

p66-67e, p rev B of 10.4.19

p68-71e1, e2, p rev C of 10.4.19

p79-82e1, e2, p; p83-85e, p; p96-98e1, e2, p rev B of 10.4.19

p99-102e1, e2, p1, p2 rev A of 25.3.19

p105-108e1, e2, p; p109-110e, p; p111-114e1, e2, p1, p2; p115-117e1, e2, p, rev B of 10.4.19

p124-127e1, e2, p rev C of 10.4.19

p128-131e1, e2, p1, p2; p133-135e, p; p138-140e, p; p141-142e, p; p145-147 e1, e2, p; p152-153e,p ; p163-164e, p; p177-179e, p; p181-183e, p; p186-189e1, e2, p ; p200-202e, p; 207-209e, p1, p2; p210-212 e1, e2, p; p215-216e, p; 217-218e, p; 220-222e1, e2, p all revision B of 10.4.19

and flat block drawings

p31-36.e1,e2,p1,p2; p42-45.e, p; all revision B of 10.4.19

p73-78.e1, e2, p1, p2; p86-91.e1, e2, p1, p2; all revision C of 10.4.19

p118-122.e1, e2, p1, p2; all revision B of 10.4.19

p190-196.e1, e2, p1, p2, p3, all revision C of 10.4.19

and garage drawings GAR: 01,,02.1-1, 02.1-2, 02.2, 02.3-1, 02.3-2, 03 and BCS.01 all revision A received 10.4.19 and garage drawing 02.2-1 revision B of 10.4.19

for which permission is hereby granted or which are subsequently submitted to and approved by the Local Planning Authority and in compliance with any conditions imposed by the Local Planning Authority.

Reason: For the avoidance of doubt as to what has been considered and approved.

This is not a pre-commencement condition

3. The new vehicular access shall be laid out and completed in all respects in accordance with Drawing No. 1711-124SK001 Rev I; and made available for use prior to the occupation of any dwelling. Thereafter the access shall be retained in the specified 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.

This is not a pre-commencement condition

4. No part of the development shall be occupied until details of the proposed pedestrian crossing, footways and associated highway improvements (including Bus Stop relocation and improvement) shown on Drawing No. 1711-124SK001 Rev I have been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be laid out and constructed in its entirety prior to occupation.

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

This is not a pre-commencement condition

5. Before the development progresses beyond site establishment, and the installation of temporary construction access: 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.

This condition is imposed with a slightly delayed trigger point because it might require adjustment to the overall layout if bin storage and presentation space, specially to the denser development types where space is at a premium, are not agreed before the installing of permanent features, such as the highway geometry occur. In addition badly placed bin presentation can affect highway sight lines and create safety hazards and these must be ruled out as issues before the layout is finally deemed suitable.

6. Before the development is commenced with the exception of site clearance and establishing the access for construction purposes, 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.

This condition links to the County Highways Adoption procedure whereby this work will need to be agreed by the County if the highways are to be adopted, the trigger point has been delayed as far as is commensurate with achieving a safe and sound estate road installation

7. 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.

This is not a pre-commencement condition

8. Before any works commence including the delivery of any materials other than those required to construct safe access into the site, the further details for the construction of the access either in full or on a temporary basis shall be submitted in written and drawn form and the agreement in writing of the Local Planning Authority obtained. The work shall be undertaken to form the access before any other works are commenced and shall include the areas of verge for vision splays being cleared, in advance of other activity on the site.

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.

This by necessity is pre-commencement as safe access on a permanent or temporary basis has to be agreed by the County Council Highway team before the access is used.

9. The occupation of any dwelling within the site shall not commence until the area shown within the site, depicted on Drawing No. HOPK180527 SL01 Rev C for the purposes of loading, unloading, manoeuvring and parking of vehicles and secure cycle storage, for any dwelling that is to be occupied has been provided and thereafter that area(s) shall be retained and used for no other purposes.

Reason: To ensure that sufficient space for the on site parking of vehicles is provided and maintained in order to ensure the provision of adequate on-site space for the parking and manoeuvring of vehicles where on-street parking and manoeuvring would be detrimental to highway safety to users of the highway.

This is not a pre-commencement condition

10. Before the permanent access is first used visibility splays shall be provided as shown on Drawing No. 1711-124/SK001 Rev I with an X dimension of 2.4 metres and Y dimensions of 90 and 120 metres and thereafter retained in the specified form. 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.

This is not a pre-commencement condition

11. Prior to the occupation of any dwelling the Travel Plan dated December 2018 and its requirements must be implemented in full.

Reason: In the interest of sustainable development as set out in the NPPF, and Policy CS15 of The Approach to Future Development in Waveney to 2021 - Core Strategy Development Plan.

This is not a pre-commencement condition

12. Within one month of the first occupation of any dwelling, the occupiers of each of the dwellings shall be provided with a Residents Travel Pack (RTP) in accordance with the requirements in the Travel Plan (dated December 2018). Not less than 3 months prior to the first occupation of any dwelling, the contents of the RTP shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority and shall include walking, cycling and bus maps, latest relevant bus and rail timetable information, car sharing information, personalised Travel Planning and a multi-modal travel voucher.

Reason: In the interest of sustainable development as set out in the NPPF, and Policy CS15 of The Approach to Future Development in Waveney to 2021 - Core Strategy Development Plan.

This is not a pre-commencement condition

13. On occupation of the 100th dwelling a revised (or Full) Travel Plan must shall be submitted for the approval in writing by the local planning authority in consultation with the highway authority, which is based on the Travel Plan (dated December 2018). This Travel Plan must contain the following:

- Baseline travel data based upon the information provided in the Transport Assessment and the residents living on the site, with suitable measures, objectives and targets identified targets to reduce the vehicular trips made by residents across the whole development, with suitable remedial measures identified to be implemented if these objectives and targets are not met
- The full contact details of a suitably qualified Travel Plan Coordinator to implement the Travel Plan
- A commitment to monitor the Travel Plan annually on each anniversary of the approval of the Full Travel Plan and provide the outcome in a revised Travel Plan to be submitted to and approved in writing by the Local Planning Authority for a minimum period of five years, or one year after occupation of the final dwelling (whichever is the longest duration) using the same methodology as the baseline monitoring
- A suitable marketing strategy to ensure that all residents on the site are engaged in the Travel Plan process
- A Travel Plan budget that covers the full implementation of the Travel Plan
- A copy of a residents travel pack that includes a multi-modal voucher to incentivise residents to use sustainable travel in the local area

The approved Travel Plan measures shall be implemented in accordance with a timetable that shall be included in the Travel Plan and shall thereafter adhere to the approved Travel Plan.

Reason: In the interest of sustainable development as set out in the NPPF, and Policy CS15 of The Approach to Future Development in Waveney to 2021 - Core Strategy Development Plan.

This is not a pre-commencement condition

14. Further details of soft landscape shall be submitted and agreed in writing by the Local Planning Authority before work proceeds beyond installation of the floor slabs for the first of the properties being delivered on the site.

Soft landscaping shall follow the recommendations made by the ecology report and should include a range of native plant types to provide a range of resources for wildlife in accordance with. Drawing 6535/LM ASP03 revision C. The landscape buffer areas and the attenuation lagoon, should use native hedgerow species in accordance with the ecology report. Feature trees should accord with the recommendations of the ecology report. Ornamental planting and grassland areas of the open spaces should accord with the ecology reports suggestions.

The additional measures to support ecology suggested in the report shall be further detailed.

Reason: To mitigate impacts on wildlife and ecology and further promote ecology.

This is not a pre-commencement condition in that the trigger point is delayed to a point where work will be significantly progressed.

16 The strategy for the disposal of surface water and the Flood Risk Assessment (FRA) (originally dated July 2018, with Addendums dated December 2018 and January 2019) shall be implemented as approved in writing by the local planning authority. The strategy shall thereafter be managed and maintained in accordance with the approved strategy.

Reason: To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained

This is not a pre-commencement condition

17. The development hereby permitted shall not be occupied until details of all Sustainable Urban Drainage System components and piped networks have been submitted, in an approved form, to and approved in writing by the Local Planning Authority for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason: To ensure all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as per s21 of the Flood and Water Management Act.

This is not a pre-commencement condition

18. No development other than vegetation clearance, the formation of the lagoon and the construction site access, shall commence until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the local planning authority. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP and shall include:

a. Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include :-

- i. Temporary drainage systems
- ii. Measures for managing pollution / water quality and protecting controlled waters and watercourses
- iii. Measures for managing any on or offsite flood risk associated with construction

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses in line with the River Basin Management Plan

This is not a pre-commencement condition, it is however an early trigger point, the principal concern is the avoidance of pollution arising from construction activity so it has to have an early trigger point.

19 No development shall take place until a site-specific Construction Environmental Management Plan has been submitted to and approved in writing by the LPA. The plan must demonstrate the adoption and use of the best practicable means to reduce the affects of noise, vibration, dust and lighting. The plan should include, but not be limited to:

- Arrangements for liaison with the Council's Environmental Protection Team
- Mitigation measures as defined in BS 5228: Parts 1 and 2: Noise and Vibration Control on Construction and Open Sites shall be used to minimise noise disturbance from construction works.
- Procedures for the emergency deviation of the agreed working hours.
- Control measures for dust and other air-borne pollutants. This must also take into account the need to protect any local resident who may have a particular susceptibility to air - borne pollutants.

Thereafter the development shall be conducted in accordance with the approved Plan.

Reason: In the interests of residential amenity and to ensure that the development can be carried out safely without unacceptable risks to neighbours and other offsite receptors.

This is applied as pre-commencement because it relates to the proper control of potential amenity harms of construction activity before it commences.

20. Prior to the first occupation of any dwelling an Electric Vehicle Charging Scheme shall be submitted to and approved in writing by the LPA. The Scheme shall facilitate Electric Vehicle charging for those dwellings with on plot garage spaces and shall set out an implementation programme. Thereafter, the scheme shall be implemented in accord with the agreed programme. The Electric Vehicle Charge Points shall be retained thereafter.

Reason: To promote and facilitate the uptake of electric vehicles on the site in order to minimise emissions and enhance local air quality in line with the National Planning Policy Framework (NPPF) paragraphs 105 and 110.

This is not a pre-commencement condition

21. No development shall take place within the area indicated [the whole site] other than the clearance of vegetation and stripping of vegetable top-soil and the formation of the construction access into the site, the establishment of compound and site offices and other works where there is minimal ground disturbance such as material importation and storage; 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:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. 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.

This is a pre-commencement condition as any intrusion into the site prevents the detection of surface scatter material and any intrusion into soils below vegetable top soil has the potential to destroy the context of any artefacts.

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 under Condition 21 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 CS 17 of Waveney District Council Core Strategy Development Plan Document (2009) and the National Planning Policy Framework (2012)

This is not a pre-commencement condition

23 Contaminated land condition 1 – Site Investigation

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;
- * 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.

This is a pre-commencement condition and it is necessary that the work precedes all other works if potential for harm to contractor's staff on site is to be avoided together with the potential for watercourses to be harmed if site operations mobilise undetected contamination.

24 Contaminated Land Condition 2 – Remediation

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, unless this is otherwise found unnecessary by the intrusive testing carried out in condition 23 above. 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.

This is a pre-commencement condition and it is necessary that the work precedes all other works if potential for harm to contractor's staff on site is to be avoided together with the potential for watercourses to be harmed if site operations mobilise undetected contamination, unless it is otherwise demonstrated that the site is clean.

25 Contaminated land Condition 3 – Implementation of remediation

Prior to any occupation or use of the approved development the RMS approved under condition 24 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.

This is a pre-commencement condition and it is necessary that the work precedes all other works if potential for harm to contractor's staff on site is to be avoided together with the potential for watercourses to be harmed if site operations mobilise undetected contamination, unless it is otherwise demonstrated that the site is clean.

26. Contaminated land Condition 4 – Validation

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 2 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.

This is not a pre-commencement condition

27. Contaminated Land Condition 5 – Unexpected contamination

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 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.

This is not a pre-commencement condition

SCHEDULE 3

THE OWNER'S COVENANTS WITH THE COUNCIL AND THE COUNTY COUNCIL

1. AFFORDABLE HOUSING

- 1.1 Subject to the provisions of this paragraph 1 from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for the purposes of Affordable Housing in accordance with the tenure and mix set out Affordable Housing Table and thereafter let or sold to an Eligible Person unless otherwise agreed in writing with the Council;
- 1.2 The Owner covenants not to occupy any Market Housing Unit until the Affordable Housing Scheme has been submitted to and approved by the Council in writing (such approval not to be unreasonably delayed or withheld by the Council) and the Owner shall thereafter provide the Affordable Housing in accordance with the approved Affordable Housing Scheme and the provisions of this Schedule 3 (unless otherwise agreed by the Council and the Owner);
- 1.3 The Owner covenants not to Occupy or allow Occupation of more than fifty (50) Market Housing Units unless and until twenty one (21) Affordable Housing Units are Practically Complete and transferred to a Registered Provider (and for the avoidance of doubt the term "transferred" in this Schedule 3 shall mean either a transfer of the freehold interest or the grant of 125 year leasehold interest of such Affordable Housing Unit) unless otherwise subsequently agreed in writing by the Council and the Owner;
- 1.4 The Owner covenants not to Occupy or allow the Occupation of more than eighty (80) Market Housing Units unless and until forty three (43) Affordable Housing Units are Practically Complete and transferred to a Registered Provider unless otherwise subsequently agreed in writing by the Council and the Owner;
- 1.5 The Owner covenants not to Occupy or allow the Occupation of more than one hundred and ten (110) Market Housing Units unless and until all the Affordable Housing Units are Practically Complete and transferred to a Registered Provider unless otherwise subsequently agreed in writing by the Council and the Owner
- 1.6 The Council will (unless otherwise agreed in writing) consider only eligible applicants in accordance with the Allocation Policy and Nomination Agreements (Priority will go to applicants who have a Local Connection to the Housing Market Area and who have been assessed as being housing priority in line with the Council's Allocation Policy and for the avoidance of doubt applicants from the Beccles area shall have priority);

- 1.7 If a Registered Provider cannot be found for any of the Affordable Housing Units within six months from the date of Practical Completion of the Affordable Housing Units despite the Owner's reasonable endeavours to do so the Owner will provide written notification of such to the Council's satisfaction (the Council at all times acting reasonably) that demand from Registered Provider has not been forthcoming for Reasonable Consideration;
- 1.8 If the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage or fetter the Owner's ability to continue construction or occupation of the Development prevent the Owner whilst maximising the provision of Affordable Housing;
- 1.7 The provisions of this paragraph 1 shall not be binding shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:
- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (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 Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely;
-
2. **SELF-BUILD HOUSING**
- 2.1 The Self-Build Dwellings shall be constructed substantially in accordance with the Self-Build Design Code;

- 2.2 Prior to the Occupation of the 100th (hundredth) Market Housing Unit the Self-Build Plots shall have all services and vehicular access provided to base course level;
- 2.3 Not to Occupy more than 100 Market Housing Units unless and until the Self-Build Marketing Strategy has been approved in writing by the Council (such approval not to be unreasonably delayed or withheld) PROVIDED THAT the Self-Build Marketing Strategy shall be deemed to be approved if the Council do not respond in writing in relation to it within thirty (30) Working Days of receiving the Self Build Marketing Strategy;
- 2.4 To market the Self Build Plots in accordance with the approved Self Build Marketing Strategy and thereafter to notify the Council if any person serves a notice of interest in relation to a Self-Build Plot;
- 2.5 To act in good faith in trying to agree both the terms of and the exchange of a Self-Build Sale Contract and not to take any unreasonable steps which would otherwise frustrate such exchange;
- 2.6 The Council shall make reasonable endeavours to notify eligible persons on the Self-Build Register who have expressed an interest in a Self-Build Plot on the Site within the Beccles area as it deems appropriate;
- 2.7 The Owner and the Council hereby agree that if at the end of the 24 month marketing period set out in the approved Self Build Marketing Strategy there is either no interest in the relevant Self Build Plot or where interest has been shown in the relevant Self Build Plot but a Self-Build Sale Contract has not been entered into within three (3) months of a person serving notice of interest in relation to a Self-Build Plot then the provisions of paragraph 2 to this Schedule 3 shall cease to apply to the relevant Self Build Plot and such plot may be sold on the open market as a Market Housing Unit free from any encumbrance or provision contained within this paragraph 2;
- 2.8 Should the provisions of paragraph 2.7 above apply in relation to a Self-Build Discounted Plot the Owner shall in relation to that relevant Self Build Plot pay a financial contribution to the Council which has been calculated in accordance with Appendix A of the Council's Affordable Housing Supplemental Planning Document May 2012 or any document which may replace that Supplemental Planning Document which the Council shall apply solely towards the costs of providing alternate off site affordable housing within the administrative area of East Suffolk such payment to be made by the Owner within thirty (30) working days of disposing of that Self Build Discounted Plot on the open market as a Market Housing Unit;

- 2.9 The Self Build Discounted Plots shall only be disposed of (which term shall include a freehold sale or sale of a registrable lease) on the terms specified in paragraphs 2.10 to 2.13 below;
- 2.10 The first disposal of a Self-Build Discounted Plot or Self Build Discounted Plots by the Owner shall only be at a price to which the Discounted Value has been applied;
- 2.11 Upon the second transfer of the freehold or a registerable leasehold interest a sum equal to the Discounted Value (Index Linked) shall be paid by the Owner of the Self Build Discounted Plot to the Council for the provision of Affordable Housing in East Suffolk and the Owner of the Self Build Discounted Plot shall be released from provisions of this Schedule 3 Paragraph 2;
- 2.12 The disposal to a person specified in paragraph 2.10 above shall contain a covenant binding on the disposee that following restriction (or a restriction in similar terms) is entered in the Register of the title in the said plot

"No transfer, assent or other dealing by the Proprietor of the property is to be registered without the transferee's solicitor producing to the Land Registry a Certificate confirming that a sum equal to the Discounted Value has been paid to the Council as determined in accordance with a Section 106 Agreement dated (the date hereof to be inserted) and made under Section 106 Agreement given under the Town and County Planning Act 1990 between (the parties hereto to be inserted)".

3. **OPEN SPACE**

- 3.1 The Owner covenants with the Council that it shall submit the Open Space Specification for approval prior to the Occupation of more than thirty (30) Market Housing Units (such specification to include a programme for the delivery of the Open Space areas within the Development and the transfer of the Open Space to a Management Company or such other organisation as may be agreed with the Council together with details of the maintenance arrangements for the Open Space);
- 3.2 The Owner further covenants to lay out the Open Space in accordance with the programme for delivery of the Open Space set out in the approved Open Space Specification within the Development prior to Occupation of more than one hundred and fifty (150) Market Housing Units in accordance with the Open Space Specification as approved by the Council;
- 3.3 Following the laying out and landscaping of the Open Space in accordance with the approved Open Space Specification the Open Space shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Space Specification until such time as the relevant Open Space has been transferred to a Management Company;

- 3.4 The Owner shall transfer all the Open Space to the Management Company or such other organisation as may subsequently be agreed in writing with the Council within 12 months of Occupation of the final Dwelling constructed pursuant to the Planning Permission;
- 3.5 Until such time as the relevant Open Space is transferred the Owner shall maintain or procure the maintenance of the Open Space in accordance with the approved Open Space Specification;
- 3.6 Following completion of the Open Space it shall (in perpetuity):
- 3.6.1 Not to be used for any purpose other than as public open space for the benefit of members of the public;
 - 3.6.2 Be maintained and managed in a clean and tidy condition in accordance with the Open Space Specification;
 - 3.6.3 Not to be built on or allowed to be built on any building on the Open Space, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Space.

4. **RAMS CONTRIBUTION**

- 4.1 Subject to paragraph 6 of Schedule 5 hereto being satisfied, the Owner covenants:
- 4.1.1 to pay the RAMS Contribution to the Council [prior to Commencement];
 - 4.1.2 [not to Commence or permit the Commencement of the development] unless and until the RAMS Contribution has been paid to the Council.

5. **BUS STOP CONTRIBUTION**

- 5.1 The Owner covenants to pay the Bus Stop Contribution to the County Council prior to the Occupation of any Market Housing Unit;
- 5.2 The Owner shall not occupy or permit the occupation of any Market Housing Unit until the Bus Stop Contribution has been paid to the County Council.

6. **NEW PRE-SCHOOL CONTRIBUTION**

- 6.1 Subject to paragraph 6 of Schedule 5 hereto being satisfied the Owner covenants to pay the New Pre-School Contribution to the County Council in the following instalments:-
- 6.1.1 50% of the New Pre-School Contribution prior to occupation of more than fifty (50) Market Housing Units;

6.1.2 remaining 50% of the New Pre-School Contribution prior to occupation of more than one hundred (100) Market Housing Units;

6.2 The Owner further covenants:

6.2.1 Not to occupy or permit the occupation of more than fifty (50) Market Housing Units until 50% of the New Pre-School Contribution has been paid to the County Council;

6.2.2 Not to occupy or permit the occupation of more than one hundred (100) Market Housing Units until the remaining 50% of the New Pre-School Contribution has been paid to the County Council.

SCHEDULE 4

AFFORDABLE HOUSING TABLE

SHARED OWNERSHIP DWELLINGS		
TYPE	NUMBER	PLOT
1 bed 2 person apartment	4	42-45
2 bed 4 person house 2b 4p	17	24,40,41,103,104,106,107,184-188,200-204
3 bed 5 person house	11	23,25,37-39,46-49,105,108
	32 plots	
AFFORDABLE RENTED UNITS		
1 bed 2 person apartment	10	31-36,190,192,193,195
2 bed 3 person apartment	3	191,194,196
2 bed 3 person FOCP	2	189,199
2 bed 4 person bungalow	4	56-59
2 bed 4 person house	8	83-85,136-140,
3 bed 5 person house	4	79-82
4 bed 6 person house	2	197,198
	33 plots	

SCHEDULE 5

COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS

1. The Council shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owner when satisfied that such obligations have been performed.
2. The County Council covenants with the Owner that it shall apply the Bus Stop Contribution solely towards the purposes specified in this Deed.
3. The County Council further covenants with the Owner that it shall:
 - 3.1 spend the New Pre-School Contribution solely towards the costs of providing a new pre-school at Beccles Primary Academy and that the requirement for a new pre-school at Beccles Primary Academy or an alternate delivery of new pre-school which will serve the needs of the Development complies with the provisions of CIL Regulation 122; and
 - 3.2 will repay any part of the New Pre-School Contribution remaining unspent after ten years from the date of payment(including any interest accrued) to the party who paid such Contribution within 28 Working Days of receipt of a written request for the repayment of any such unspent monies.
4. The Council covenants with the Developer that it will apply the RAMS Contribution towards the purpose specified in the definition and for no other purpose whatsoever.
5. In the event that the RAMS Contribution is not applied for its specified purpose within 10 years of the receipt of the contribution the Council covenants with the Developer that it will refund to the Developer such unexpended contribution along with Interest from the date of any payment to the date of repayment.
6. The Council and the County Council shall ensure that any monies paid to them under this Deed are paid into an interest bearing account or accounts and at the end of ten years from the date of receiving the relevant payment the Council and/or the County Council shall return or procure the return to the party who made the payment all money in that account which has not been spent or committed to be spent on the intended purposes as specified in this Deed.

SCHEDULE 6

PART 1 - NOMINATION AGREEMENT (affordable rent)

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')

1. 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

"Chargee" means any mortgagee or charge 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.

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 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 months 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

- 5.2 Arrangements for notification to the Council will be set out in the Council's approved Allocation Policy
- 5.3 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.
- 5.4 The Council shall notify the Registered Provider in writing of any Nominee that is withdrawn from the Shortlist
- 5.5 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 Councils' Allocation Policy
- 5.6 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 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 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

- 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 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

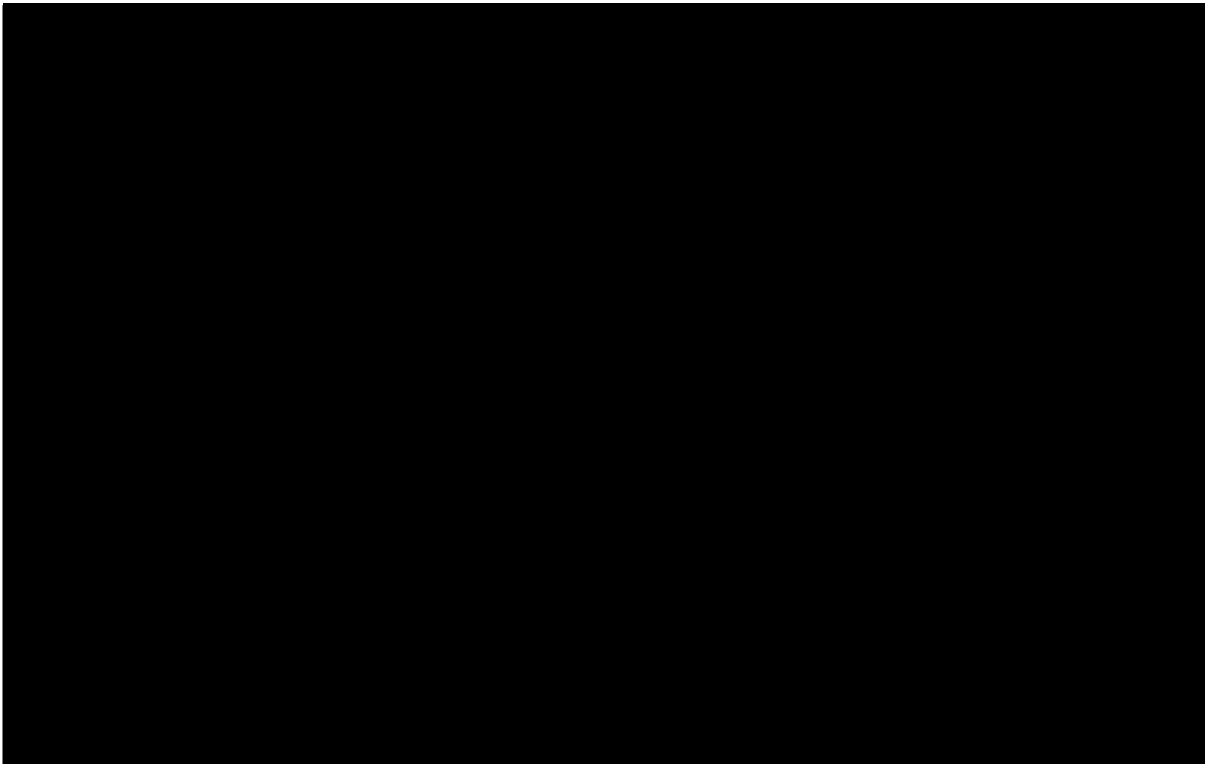
11. Agreements and Declarations

- 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



PART 1 - NOMINATION AGREEMENT (shared ownership)

DATED

201

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Shared Ownership Dwellings

At

(name of scheme)

“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;
- 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 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
- 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

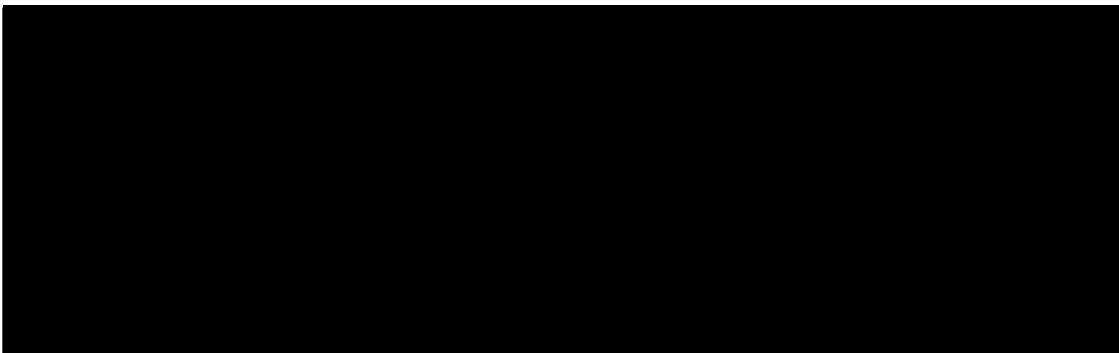
agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

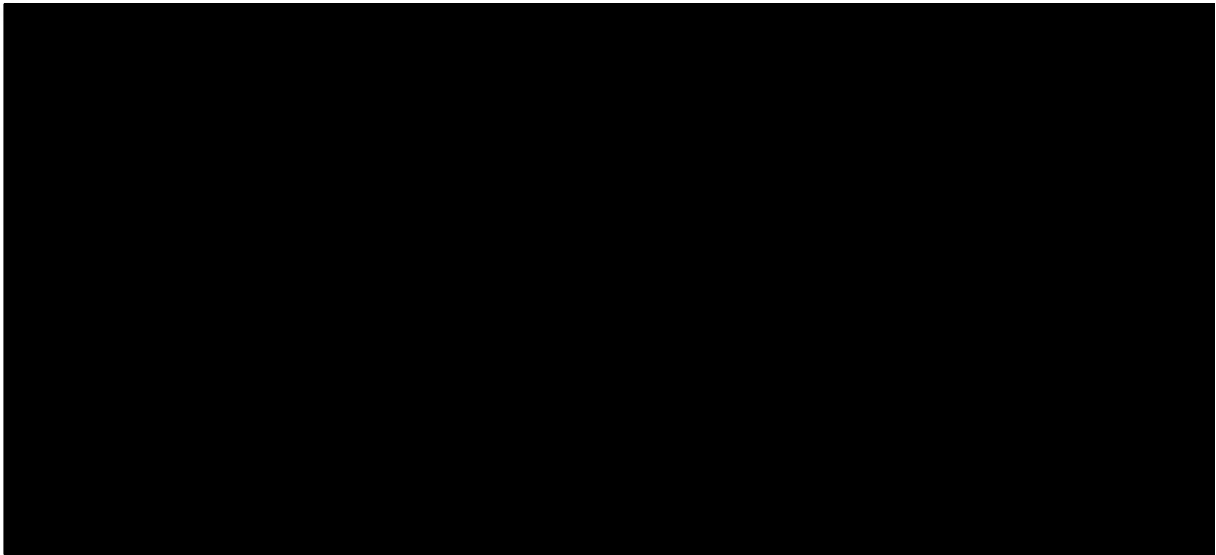
10 Agreements and Declarations

The parties agree:-

- 10.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 10.2 The obligations and covenants contained in this deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33
- 10.3 From the date of Practical Completion the Affordable Housing Unit shall be leased in accordance with the terms of this deed save that the obligations and restrictions contained in this deed shall not be binding on:-
 - i) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and charges; or
 - ii) any Chargee and any successor in title to the Chargee ; or
 - iii) any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them.

AS WITNESS whereof the parties have executed this instructed as a Deed hereto the date and year first above written.





SCHEDULE 7

SELF BUILD DESIGN CODE



HOPKINS HOMES



Self - Build Design Code

**ERECTION OF 217 RESIDENTIAL DWELLINGS
TOGETHER WITH ASSOCIATED NEW PUBLIC OPEN
SPACE**

LAND OFF LONDON ROAD, BECCLES

1. Introduction

- 1.1 This Design Code supports the Self-Build element of a Hybrid Planning Application for the erection of 217 new residential dwellings, together with associated new public open space.
- 1.2 The Design Code seeks to provide general design parameters to guide the aspirations of future applicants in respect of individual applications for the Approval of the Reserved Matters of Layout, Appearance, Scale and Landscaping following the grant of any Outline Planning Permission for each of the 11 'self-build' dwellings (8 market Self-Build Plots and 3 Discounted Self-build Plots) on these Plots.
- 1.3 The self build plots are to be sold to registered self builders in accordance with a Section 106 Planning Agreement which will ensure that the 11 plots are marketed and thereafter sold and constructed in accordance with this Design Code.
- 1.4 Following the purchase of plots, self builders will undertake to submit Reserved Matters Applications within 6 months and complete their dwellings and associated works within 18 months of the receipt of Reserved Matters Consent.

2. Layout

- 2.1 The layout of each self-build dwelling proposed will be regulated by mandatory spacing dimensions to maintain an appropriate appearance and character for the development without stifling individual designs of dwellings The layout will ensure that:-
 - Each dwelling house is set-back broadly parallel to and, unless otherwise agreed, a minimum of 4 metres from the back-edge of the footway adjacent to the road. No part of the dwelling shall extend forward of this building line;
 - Each dwelling house is sited broadly parallel to and a minimum of 1 metre away from either side boundary of its plot;
 - Any garaging, car-port or ancillary building proposed to be erected is sited broadly parallel to and a minimum of 6 metres away from the back-edge of the footway adjacent to the road and a minimum of 1 metre away from either side boundary of its plot;
 - These mandatory spacing dimensions are set out on the attached Self Build Plan.

3. Appearance

3.1 The appearance of each dwelling proposed should ensure that:-

- The proposed roof and wall materials to be utilised shall match those of the dwellings permitted upon the remainder of the application site;
- The principal fenestration to each dwelling is located upon the front and rear elevations, with any fenestration to either side elevation restricted to that required for secondary lighting and ventilation;
- Any hard surfacing shall be in a bound material - gravel or other loose material shall not be used. Hard surfacing shall be confined to parking and footpath areas only and shall not cover more than half of the front garden area of each plot.

4. Scale

4.1 The scale of each dwelling proposed should ensure that:-

- The proposed external eaves height is no more than 5 metres above ground level;
- The proposed ridge height is no more than 10 metres above ground level;
- No dwelling shall exceed two storeys of accommodation

4.2 The appearance and scale of each of the dwellings shall have previously been approved by Hopkins Homes Limited prior to the submission of each Reserved Matters Application.

5. Landscaping

5.1 The proposed details of boundary and plot landscaping, including any areas of hard surfacing, should be agreed with the Local Planning Authority as part of any submission of Reserved Matters. The plot landscaping proposals must include full details of front garden landscaping which shall be planted during the first planting season following the completion of the development.