

Dated 24th JULY 2020

BABERGH DISTRICT COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

HELEN JOAN COBBALD AS EXECUTRIX OF THE
ESTATE OF PETER ARTHUR COBBALD (3)

BLOOR HOMES LIMITED (4)

Deed pursuant to S106 of the Town and
Country Planning Act 1990

in relation to
Land South of Tamage Road, Acton

(Planning Reference: DC/19/03126)

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	2
2	ENABLING POWERS AND OBLIGATIONS.....	11
3	CONDITIONALITY	12
4	LIABILITY AND CONSENT	14
5	OBLIGATIONS UNDERTAKEN BY THE OWNER AND THE DEVELOPER.....	15
6	OBLIGATIONS UNDERTAKEN BY THE COUNCIL AND THE COUNTY COUNCIL	15
7	NOTICES	15
8	INDEXATION	15
9	INTEREST	16
10	DISPUTE RESOLUTION	16
11	SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED	18
12	APPROVALS	18
13	COMMUNITY INFRASTRUCTURE LEVY.....	19
14	LEGAL COSTS	19
15	VAT	19
16	RIGHT OF ENTRY	19
17	MISCELLANEOUS.....	20
18	JURISDICTION	21
19	DELIVERY	21
SCHEDULE 1	OWNERSHIP DETAILS.....	24
SCHEDULE 2	THE DRAFT PERMISSION	25
SCHEDULE 3	PLANS	26
SCHEDULE 4	OWNER'S COVENANTS WITH THE COUNCIL.....	27
SCHEDULE 5	OWNER'S COVENANTS WITH THE COUNTY COUNCIL.....	34
SCHEDULE 6	THE COUNCIL'S COVENANTS.....	37
SCHEDULE 7	THE COUNTY COUNCIL'S COVENANTS.....	38
SCHEDULE 8	DRAFT AFFORDABLE HOUSING NOMINATIONS AGREEMENT.....	40

THIS DEED is made on the 29th day of JULY 2020

BETWEEN:

- (1) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (the "Council");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich IP1 2BX (the "County Council");
- (3) **HELEN JOAN COBBALD AS EXECUTRIX OF THE ESTATE OF PETER ARTHUR COBBALD** of New Gate Farm, Scotchey Lane, Stour Provost, Gillingham, Dorset SP8 5LT. (the "Owner"); and
- (4) **BLOOR HOMES LIMITED** (Co Regn No 02162561) of Ashby Road, Messham, Swadincote, Derbyshire DE12 7JP (the "Developer").

INTRODUCTION:

- (A) The Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in this Deed are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads) and is the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in this Deed are enforceable.
- (C) The ownership and other interests in the Site are as set out in Schedule 1.
- (D) The Developer submitted the Planning Application to the Council on 28 June 2019 for the Development and the Developer consents to the Owner entering into the obligations.
- (E) On 3rd June 2020 the Council resolved to grant planning permission for the Development pursuant to the Planning Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- (F) The Council and County Council enter into this Deed to the intent that the requirements of their respective policies are met and that any objections by the Council to the grant of planning permission on the basis of those policies are overcome.

- (G) The Council in resolving to approve the Planning Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).
- (H) The Council and the County Council consider and the Owner and the Developer acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the Council, the County Council, the Owner, and the Developer agree to enter into this Deed in order to secure the planning obligations contained in this Deed.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, the following terms have the following meanings:

1972 Act	the Local Government Act 1972;
1990 Act	the Town & Country Planning Act 1990;
1999 Act	the Contracts (Rights of Third Parties) Act 1999;
2011 Act	the Localism Act 2011;
Affordable Housing	subsidised housing that will be available to persons who cannot afford to buy or rent housing generally available on the open market in accordance with Annex 2 of the National Planning Policy Framework 2019, as amended;
Affordable Housing Commuted Sum	The sum calculated in accordance with the Council's affordable housing policies to be paid to the Council to spend on Affordable Housing within the administrative district of the Council in the event that the Owner is unable to dispose of the Affordable Housing in accordance with Schedule 4;
Affordable Housing Nomination Agreement	an agreement substantially in the form set out in Schedule 8 Eight (subject to such amendments as are necessary to reflect the Affordable Housing Plan Affordable Housing tenures and/or any amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives

of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and 'Nomination Agreement' shall have the same meaning;

with drawing no: EA124-EN-293

Affordable Housing Plan

the plan at Schedule 3^A which shows the location, mix, size, tenure and build standards of the Affordable Housing Units, unless otherwise amended and approved in writing by the Council;

Affordable Housing Units

the thirty five (35) units of accommodation to be constructed which shall comprise of twenty five (25) Affordable Rented Units and ten (10) Shared Ownership Dwellings (unless otherwise agreed with the Council) in accordance with the Affordable Housing Plan; which shall be provided on the Site pursuant to the Planning Permission

Affordable Rented Units

housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of equivalent market rent inclusive of service charges or the local housing allowance rate, and shall be Occupied by persons allocated in accordance with a Choice Based Letting Scheme to which the ~~District~~ Council is a party or otherwise nominated by the ~~District~~ Council pursuant to the Affordable Housing Nomination Agreement as varied from time to time.

BCIS Index

the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Council and the Owners;

BCIS Indexed

the increase in any sum referred to in ~~S~~ schedule 4 by an amount equivalent to the increase in the BCIS Index from the date

hereof until the date on which such sum is payable to be calculated in accordance with this Deed;

Bus Stop Kerbs Contribution a financial contribution of £5,000 (five thousand pounds) towards the provision of raising bus stop kerbs in the area of the Site;

Chilton Woods Planning Permission the planning permission dated 29 March 2018 granted by the Council under reference B/15/01718 and shall include any relevant planning permission that might be granted under section 73 of the 1990 Act; unless the Local Planning Authorities require otherwise

Chargee 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 Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver

Chargee's Duty the tasks and duties set out in paragraph 8 of Part 2 of Schedule 4.

Choice Based Lettings Scheme an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Letting Scheme relates to apply or a selection of suitable property to be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the Council is a party

Commencement of Development	the date on which any material operation (as defined in Section 56(4)(a) 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, construction of access to the Site and the temporary display of site notices or advertisements and "Commence" "Commencement" and "Commence Development" shall be construed accordingly
Completion of Development	the date that the ^{Residential} last Dwelling is first Occupied
Development	the development of the Site for the erection of 100 dwellings, vehicular access open space and associated infrastructure as set out in the Planning Application;
Footpath Improvement Works Contribution	a financial contribution of £12,500 (twelve thousand five hundred pounds) towards the improvements of the surface of Footpath 15 situated to the south of the Site
Homes England (HE)	Homes England or such other organisation as may from time to time be the Regulator of Social Housing or such other body with statutory force charged with regulating Registered Providers;
Late Payment Interest	interest at four (4)% above the base lending rate of the Bank of England from time to time;
Management Company	a company or body who shall be appointed, nominated or established by the Owner to be responsible for the ongoing future maintenance and management of the Open Space in perpetuity and which definition may include a residents' association established for this purpose or private limited

	company (agreed in writing by the Council) in accordance with the Open Space Specification;
Market Housing Units	^{Residential} those Dwellings which are general market housing forming part of the Development for sale or rent on the open market and which are not Affordable Housing Units;
Notice of Actual Commencement	Notice in writing to advise of the actual Commencement of Development
Notice of Expected Commencement	Notice in writing to advise of the expected Commencement of Development
Occupation	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 "Occupied" and "Occupy" shall be construed accordingly;
Open Space	the areas of land shown coloured purple on the Open Space Plan within the Site together with informal and casual open space all of which shall be laid out in accordance with the approved Open Space Specification for use by the public;
Open Space Area 1	The land marked 'Public Open Space 1' on the Open Space Plan
Open Space Area 2	The land marked 'Public Open Space 2' on the Open Space Plan
Open Space Plan	Plan 2 showing the location, design and layout of the Open Space
Open Space Specification	the specification for delivery of the Open Space detailing final design and layout, method of construction and materials and equipment to be installed, timetable for any works and

comprehensive maintenance regime to be approved in writing by 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; and

(d) restrictive covenants by the Management Company;

(i) not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities, attenuation ponds or amenity land for use by the general public as open space as defined in this Deed and shown on the Open Space Plan; and

(ii) 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;

Permission

the full planning permission as may be granted by the Council pursuant to the Planning Application subject to such conditions as may be imposed on the grant of planning permission to be substantially in the form of the draft as set out in Schedule 2;

Plan 1	the plan entitled "Plan 1" at Schedule 3;
Plan 2	the plan entitled "Plan 2" at Schedule 3;
Planning Application	the application for full planning permission in respect of the Development validated by the Council on 04 July 2019 and allocated reference number DC/19/03126;
Practical Completion	the issue of a CML Certificate by the Owner's architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a CML Certificate by that other party's architect or project manager
Protected Tenant	either: <ul style="list-style-type: none"> (a) a leaseholder of a Shared Ownership Dwelling who has staircased to 100% Ownership or any mortgagee or chargee of such leaseholder or any successor in title thereto and their respective mortgagees and charges; (b) a tenant of an Affordable Rented Unit who 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, or any mortgagee or chargee of such tenant or any successor in title thereto and their respective mortgagees and charges; or (c) a person who has exercised any statutory or voluntary right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit, or any mortgagee or chargee of such tenant or any successor in title thereto and their respective mortgagees and charges.

Public Contribution	Transport means a financial contribution of £50,000 (fifty thousand pounds) payable to the County Council towards the enhancement of demand responsive transport services in the area of the Development
Registered Provider	a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by Homes England pursuant to Chapter 3 of that Act. For the avoidance of doubt this could include the Council
Residential Dwelling	a unit of accommodation (including a house, bungalow, flat or maisonette including both Market Housing Units and Affordable Housing Units) to be constructed in accordance with the Permission and "Residential Dwellings" shall be construed accordingly;
Retail Price Index	the "all items" figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any such alternative index or comparable measure of price inflation as the Council reasonably requires;
School Transport Financial Contribution	a financial contribution of £165,347 (one hundred and sixty-five thousand, three hundred and forty-seven pounds) towards the provision by the County Council of school transportation in the vicinity of the Development
Shared Ownership Dwelling	^{Residential} Dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed Eighty thousand pounds (£80,000) per annum or such other household income for the time being in force in accordance with the terms as set out in the Home England's capital funding guide and "Shared Ownership Dwellings" shall be construed accordingly
Shared Ownership Lease	a long lease (over 99 years) of a Shared Ownership Dwelling granted at a premium whereby no less than 25% (twenty five percent) and no more than 70% (seventy percent) on first

purchase of the equitable interest in the Shared Ownership Dwelling is paid by a lessee upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates such lease to be substantially in the form of the model shared ownership lease provided by the Regulator of Social Housing whose registered office is Level 1A City Tower Piccadilly Plaza Manchester M1 4BT or any statutory successor thereof (or other government body with the function of regulating social housing development). Any capital receipt received from staircasing between 81% and 100% to be retained by the Registered Provider and re-invested in affordable housing within the District of Babergh subject to any contrary requirements within the HE's capital funding guide

Site the land at Tamage Road, Acton as described in Schedule 4 against which this Deed may be enforced as shown edged red for identification purposes on Plan 1;

Working Day Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

- 1.2 Where in this Deed reference is made to any clause, schedule, paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, schedule, paragraph or recital in this Deed.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 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 as interchangeable in that manner.
- 1.5 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

against each individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise.

- 1.6 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.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council or the County Council the successors to its statutory function.
- 1.8 Where this Deed requires a plan or strategy or other document to be submitted to the Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 1.9 References to a "Plan" in this Deed shall be references to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between all parties.
- 1.10 The headings and contents list in this Deed are for reference only and shall not affect construction.
- 1.11 Any covenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

2 ENABLING POWERS AND OBLIGATIONS

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act and Section 1 of the 2011 Act and all other enabling powers.
- 2.2 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 as local planning authority against the Owner and their successors in title.
- 2.3 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the parties in the form of a deed.

- 2.4 This Deed is a local land charge and upon completion, shall be registered by the Council as such.
- 2.5 In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the 1990 Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the 1990 Act:
- 2.5.1 the planning obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission shall also bind the Site in respect of any planning permission granted pursuant to Section 73 of the 1990 Act; and
- 2.5.2 the definitions of "Development", "Permission" and "Planning Application" shall be assumed to include reference to any applications under Section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause 2.5 shall fetter the discretion of the Council in determining any applications under Section 73 of the 1990 Act and the appropriate nature and/or quantum of planning 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 1990 Act (whether by way of a new Deed of a supplemental Deed pursuant to Section 106 of the 1990 Act or a modification pursuant to Section 106A of the 1990 Act)

3 CONDITIONALITY

3.1 This obligations in this Deed are conditional upon:

- (a) the grant of the Permission; and
- (b) the Commencement of Development,

save for the provisions of clauses 1-4, 7, 10-15 and 17-19 which shall come into effect immediately upon completion of this Deed.

3.2 Save for the provisions of clause 14 in the event that the Planning Application is refused or (subject to clause 2.5) the Permission is not implemented and expires, the obligations contained in this Deed shall absolutely cease and determine insofar as they have not already been complied with without further obligation upon the Owner, Developer or their successors in title.

3.3 Where the Permission is the subject of any judicial review proceedings or other legal challenge:

- (a) until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Permission following the issue of such proceedings;
- (b) if following the conclusion of such proceedings or challenge the Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Deed will cease to have any further effect; and
- (c) if following the conclusion of such proceedings or challenge the Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.

3.4 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Permission are concluded" (or cognate expressions are used), the following provisions will apply:

3.4.1 proceedings by way of judicial review are concluded:

- (a) when permission to apply for judicial review has been refused and no further application can be made;
- (b) when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
- (c) when any appeal(s) is or are finally determined.

3.4.2 proceedings under Section 288 of the 1990 Act are concluded:

- (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (b) when any appeal(s) is or are finally determined.

4 LIABILITY AND CONSENT

- 4.1 The Owner covenants and warrants to the Council and to the County Council they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed Binding on the Site and all estates and all interests therein.
- 4.2 The Developer has entered into this Deed with the consent of the Owner with the intention that its interest in the Site shall be bound and subject to the terms of this Deed and that it consents to this Deed being entered into by the Owners.
- 4.3 For the avoidance of doubt in the event that the Developer acquires ownership of the Site (or part thereof) after the date of this Deed the Developer shall be a successor in title to the Owner and shall be bound by this Deed as if references to the Owner were references to the Developer in respect of the Site (or relevant part thereof).
- 4.4 The liability of the Owner and/or any subsequent mortgagee under this Deed shall cease once it has parted with its entire interest in the Site or any relevant part thereof (in which event the obligations of the Owner and any subsequent mortgagee under this Deed shall cease only in relation to that part or those parts of the Site which s or are transferred by them) but not so as to release such party from liability for any breaches hereof arising prior to the transfer.
- 4.5 This Deed and the planning obligations within it shall not be binding upon or enforceable against any:
- (a) individual owner, tenant or occupier of any Market Housing Unit, nor their respective mortgagee or chargee in relation to such Market Housing Unit; or
 - (b) individual owner, tenant or occupier of any Affordable Housing Unit, nor their respective mortgagee or chargee in relation to such Affordable Housing Unit; or
 - (c) statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services; or
 - (d) Registered Provider (other than the obligations in relation to Affordable Housing Units which shall be binding)

5 OBLIGATIONS UNDERTAKEN BY THE OWNER AND THE DEVELOPER

With the intent that the Site shall be subject to the obligations and restrictions contained in this Deed for the purpose of restricting or regulating the Development and use of the Site so that the provisions of this Deed shall be enforceable against the Owner and any subsequent mortgagee and their successors in title the Owner hereby covenants with the Council to comply with the obligations in Schedule 4 and with the County Council to observe and comply with the obligations and covenants contained in Schedule 5.

6 OBLIGATIONS UNDERTAKEN BY THE COUNCIL AND THE COUNTY COUNCIL

6.1 The Council hereby covenants with the Owner and the Developer as set out in Schedule 6

6.2 The County Council hereby covenants with the Owner and the Developer as set out in Schedule 7.

7 NOTICES

7.1 Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this Deed as the address for the receiving party or such other address as shall from time to time be notified by a party to this Deed as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office.

7.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Deed to be made which are addressed to the Council shall be addressed to The Chief Planning Officer, Babergh District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX.

7.3 Any Notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Deed to be made which are addressed to the County Council shall be addressed to The Executive Director of Growth, Highways and Infrastructure (or a duly appointed successor), Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX.

8 INDEXATION

8.1 Any sum referred to in Schedules 4 and 5 (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index (unless the context reads otherwise)

from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- (a) A is the sum payable under this Deed;
- (b) B is the original sum calculated as the sum payable;
- (c) C is the BCIS Index for the month two (2) months before the date on which the sum is payable; and
- (d) D is the BCIS Index for the month two months (2) before the date of this Deed.
- (e) C/D is greater than one (1)

9 INTEREST

If any payment due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment.

10 DISPUTE RESOLUTION

- 10.1 Any dispute or difference of any kind whatsoever arising between the Owner the Developer the Council and the County Council (the "**Parties**") out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) shall be referred to arbitration before a single expert (the "**Expert**").
- 10.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to clause 10.1
- 10.3 The Parties to the dispute shall jointly appoint the Expert not later than 20 Working Days after service (on all other Parties to the dispute) of a request in writing by any Party to the dispute to do so.

10.4 If the Parties to the dispute are unable to agree within 20 Working Days as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties to the dispute as follows:

- (a) difference or question relates to the rights and liabilities of either Party to the dispute or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or
- (b) difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers, or
- (c) difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the Parties but in default of agreement appointed at the request of either Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or
- (d) if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Parties in dispute but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute.

10.5 In the event of a reference to an Expert the Parties in dispute agree to:

- (a) prosecute any such reference expeditiously and
- (b) do all things or take all steps reasonably necessary in order to enable the Expert to make a final determination as soon as reasonably practicable and in any event within one (1) month of his appointment PROVIDED THAT if the Expert fails to do so either Party to the dispute may apply to the President for the time being of the Law Society, Civil Engineers, Royal Institute of Chartered Surveyors or Royal Town Planning Institute (as appropriate) for a substitute to be appointed in which case the same procedure shall be repeated.

10.6 The Expert shall invite written representations from each of the Parties.

10.7 The Expert will have the power to consolidate proceedings or hold concurrent proceedings.

- 10.8 The findings of the Expert shall be in writing signed by the Expert.
- 10.9 The findings of the Expert shall be final and binding both on the Parties to the dispute and on any persons claiming through or under them except in the case of manifest, material error.
- 10.10 The Expert shall act as an expert and not as an arbitrator.
- 10.11 The costs of the Expert shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination each party shall bear its own costs.
- 10.12 Unless this Deed has already been terminated each of the Parties to the dispute shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this clause but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed and other methods of enforcement.
- 10.13 The provisions of this clause shall not affect the ability of a party 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 SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

- 11.1 Where in the opinion of the Owner or Developer any of the provisions of this Deed have been satisfied the Owner or the Developer shall be entitled to apply to the Council for a certificate to that effect and upon the Council being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied the Council shall forthwith issue a certificate to such effect.
- 11.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.

12 APPROVALS

- 12.1 All approvals, consents, expressions of satisfaction, agreement and similar matters required to be given by any party to this Deed shall not be unreasonably withheld or delayed.

13 COMMUNITY INFRASTRUCTURE LEVY

13.1 The Parties agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed are:

- (a) necessary to make the Development permitted pursuant to the Planning Application acceptable in planning terms;
- (b) directly relate to the Development permitted pursuant to the Planning Application; and
- (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Planning Application.

14 LEGAL COSTS

14.1 The Developer agrees and covenants on completion of this Deed to pay to the Council the reasonable and properly incurred legal costs of the Council in relation to the negotiation preparation execution and completion of this Deed.

14.2 The Developer agrees and covenants on completion of this Deed to pay to the County Council the reasonable and properly incurred legal costs of the County Council in relation to the negotiation preparation execution and completion of this Deed

15 VAT

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

16 RIGHT OF ENTRY

16.1 At all times on not less than 24 hours' written notice (except in case of emergency) the Owner and/or the Developer shall allow any employee or agent of either or both of the Council and the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

- (a) such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce

evidence of identity (but entry may be made if there is or appears to be no such person on the Site);

- (b) such entry shall be effected between 8:00 am and 5:00 pm on any Working Day;
- (c) such employee or agent may be accompanied by such other persons as may be reasonably necessary;
- (d) such employee or agent may take photographs measurements and levels;
- (e) such employee or agent may not remain on the Site for longer than is reasonably necessary for carrying out a proper inspection; and
- (f) such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety.

17 MISCELLANEOUS

- 17.1 No provision of this Deed shall be interpreted so as to affect contrary to law the rights powers duties and obligations of the Council or the County Council in the exercise of any of their statutory functions or otherwise.
- 17.2 If any provision of this Deed shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall not be affected.
- 17.3 No waiver (whether expressed or implied) by the Council or the County Council or the Owner or Developer 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 the County Council or the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 17.4 Save as specifically provided in this Deed, nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.

- 17.5 For the purposes of the 1999 Act it is agreed that nothing in this Deed shall confer on any third party any right to enforce or any benefit of any term of this Deed.
- 17.6 The parties to this Deed shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner and Developer shall comply with any reasonable requests of the Council and the County Council to have access to any part of the Site or any reasonable requests to provide documentation within the Owner's or the Developer's possession (at their own expense) for the purposes of monitoring compliance with the obligations contained herein.
- 17.7 The Owner and Developer agree declare and covenant with the Council and the County Council to observe and perform the conditions restrictions and all other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the Council and the County Council for any expenses or liability arising to the Council or the County Council in respect of breach by the Owner or the Developer of any obligation contained herein, save to the extent that any act or omission of the Council or the County Council or any of their employees or agents has caused or contributed to such expenses or liability.
- 17.8 The Owner further agrees, declares and covenants to pay the County Council on Commencement of the Development the reasonable fee incurred by the County Council for monitoring compliance with the obligations within this deed in the sum of £1,648 (one thousand, six hundred and forty-eight pounds).

18 JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England and shall be determined in the courts of England.

19 DELIVERY

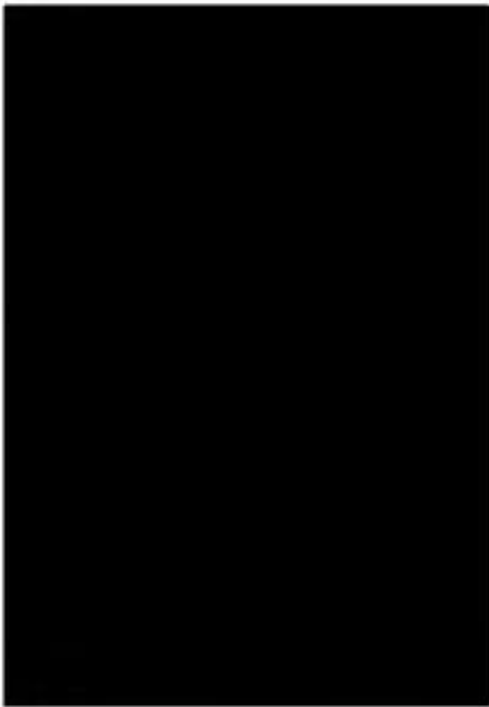
The provisions of this Deed (other than this clause which shall be of immediate effect) shall not take effect until this Deed has been dated

IN WITNESS WHEREOF the parties hereto have executed this **DEED** on the day and year before written

The COMMON SEAL of
BABERGH DISTRICT COUNCIL
was hereunto affixed in the presence of:



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



EXECUTED as a DEED BY
BLOOR HOMES LIMITED
acting by its attorneys:-



Attorney



Attorney



SCHEDULE 1

Ownership Details

1 INTERESTS

The Owner is the executrix of the estate of Mr Arthur Cobbald who is the registered owner with absolute title of the Site, which is registered with the Land Registry under title number SK357057. The Owner is entering into this Deed in her capacity as executrix of Mr Arthur Cobbald's estate pursuant to a grant of probate dated 08 January 2020.

SCHEDULE 2

~~Not Used~~

DRAFT PLANNING PERMISSION

Schedule of Planning Conditions – DC/19/03126

Proposal: Erection of 100 dwellings, vehicular access, open space and associated infrastructure

Location: Land South of, Tamage Road, Acton

TIME LIMIT FOR IMPLEMENTATION

- 1 The development hereby permitted shall be begun not later than the expiration of two years from the date of this permission.

Reason - To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004 and to help to ensure that the proposals for housing are implemented in a timely manner in accordance with Paragraph 76 of the National Planning Policy Framework (hereinafter NPFF, 2019).

LIST OF APPROVED DRAWINGS

2. Save for variance necessitated by compliance with conditions imposed upon this planning permission, the development shall be carried out in accordance with the following approved plans/drawings:

Location Plan	19-2892-001
Site Layout	19-2892-002Z
Massing Plan	19-2892-003H
Refuse and Cycle Strategy	19-2892-004J
Parking Plan	19-2892-005J
Boundary Treatment Plan	19-2892-006H
Materials Plan	19-2892-007H
Tenure Plan	19-2892-008H
Surface Treatment Plan	19-2892-009J
Site Sections	19-2892-015
Street Scenes A to D	19-2892-014E
Site Sections- Tamage Road	19-2892-019B
Boundary Treatment Details	19-2892-020A
Design and Access Statement	Rev B dated May 2019 and DAS Addendum dated November 2019
Planning Statement	June 2019
Heritage Statement	June 2019 and Addendum dated March 2020

Housing Market Assessment	January 2020
Agricultural Land Classification and Soil Resources Report	October 2016
Arboricultural Implications Assessment Report	Rev B dated April 2020
Archaeological Desk Based Assessment	May 2019
Geophysical Survey	October 2018
Proposed Highways Works	217/2016/06/P2
Proposed Surface & Foul Water Drainage Layout Plan	217/2016/01/P12
Attenuation Basin Layout Note	Revision 2- 619946-MLM-ZZ-XX-RP-C-0001
Attenuation Basin Layout & Sections	619946-MLM-ZZ-XX-SK-C-0006-P04
Attenuation Basin Layout and Water Main Overlay	619946-MLM-ZZ-XX-SK-C-0008-P03
Section 38 Highway Plan	EA126-MLM-ZZ-XX-DR-C-0220-P07
Transport Assessment	217/2016/TA P2
Flood Risk Assessment	217/2016/FRADS P6
Topographical Survey	22758
Soft Landscaping- Sheet 1	JBA 18_272-02A
Soft Landscaping- Sheet 2	JBA 18_272-03A
Soft Landscaping- Sheet 3	JBA 18_272-04A
Soft Landscaping- Sheet 4	JBA 18_272-05A
Soft Landscaping- Sheet 5	JBA 18_272-06A
Landscape Visual Impact Assessment	JBA 18/272 - Doc1 Rev B
Landscape Strategy	JBA 18/272/01 Rev C
Measured Works Schedule	JBA 18_272_MWS_A
Single Garage (1)	GL01.PL_01
Single Garage (2)	GL02.PL_01
Double Garage (2)	LSG02.PL-01
Berry- Elevations and Floor Plans	BSP102
Berry- Elevations and Floor Plans	BSP102-1
Buxton- Elevations and Floor Plans	NSS.372.PL-01
Buxton Dekker- Elevations	NSS.372_281.PL-01
Buxton Dekker- Floor Plans	NSS.372_281.PL-01
Buxton Lawrence - Elevations and Floor Plans	NSS.807-1.PL-01_03
Dekker- Elevations and Floor Plans	NSS.277_277-1.PL-01

Gwynn- Elevations and Floor Plans	NSS.489.PL-01_06
Gwynn- Elevations and Floor Plans	NSS.489-1.PL-01_06
Gwynn- Elevations and Floor Plans	NSS.489.PL-02_06
Gwynn- Elevations and Floor Plans	NSS.489-1.PL-02_06
Hulford- Elevations and Floor Plans	NSS.486.PL-01
Hulford- Elevations and Floor Plans	NSS.486-1.PL-01
Lawrence- Elevations and Floor Plans	NSS.375.PL-01
Lawrence- Elevations and Floor Plans	NSS.375-1.PL-01
Lawrence- Elevations and Floor Plans	NSS.375.PL-02
Lawrence- Elevations and Floor Plans	NSS.375-1.PL-02
Lawrence Buxton- Elevation and Floor Plans	NSS.307.PL-01_03
Sansom (Cat 2)- Elevations and Floor Plans	NSS.M2B4P.PL-01
Sansom- 4 Block- Elevations	NSS.M2B4P.PL-03
Sansom- 4 Block- Floor Plans	NSS.M2B4P.PL-04
Sassoon- Elevations and Floor Plans	NSS.3B5P.PL-01
Savage- Elevations and Floor Plans	NSS.2B4P.PL-01
Sutherland - 3 Block- Elevations	NSSM3B5P.PL-04
Sutherland - 3 Block- Floor Plans	NSSM3B5P.PL-05
Sutherland Swenson- Elevations	RV1-NSS.M866-1.PL-01
Sutherland Swenson- Floor Plans	RV1-NSS.M866-1.PL-02
Symons- Elevations and Floor Plans	NSS.1BF01.PL-01
Symons- Elevations and Floor Plans	NSS.1BF01-1.PL-01
Warton- Elevations and Floor Plans	NSS.476.PL-01_06
Warton- Elevations and Floor Plans	NSS.476-1.PL-01_06

Warton- Elevations and Floor Plans	NSS.476.PL-02_06
Warton- Elevations and Floor Plans	NSS.476-1.PL-02_06

Reason - For the avoidance of doubt and in the interests of proper planning of the development.

PRE - COMMENCEMENT CONDITIONS

Construction Management

3. Prior to the commencement of development details of a Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority and shall incorporate the following information:
 - a) Details of the hours of work/construction of the development within which such operations shall take place and the hours within which delivery/collection of materials for the said construction shall take place at the site.
 - b) Details of the storage of construction materials on site, including details of their siting and maximum storage height.
 - c) Details of how construction and worker traffic and parking shall be managed.
 - d) Details of any protection measures for footpaths surrounding the site.
 - e) Details of any means of access to the site during construction.
 - f) Details of the scheduled timing/phasing of development for the overall construction period.
 - g) Details of any wheel washing to be undertaken, management and location it is intended to take place.
 - h) Details of any lighting, including position and luminance/direction.
 - i) Details of the siting of any on site compounds and portals.
 - j) Haul routes for construction traffic on the highway network.
 - k) Monitoring and review mechanisms.

The construction shall at all times be undertaken in accordance with the agreed methodology approved in writing by the Local Planning Authority.

Reason - In the interest of highway safety to avoid the hazard caused by mud on the highway and to ensure minimal adverse impact on the public highway and residential amenity during the construction phase

Soft Landscaping

4. The 'soft' landscaping scheme shall be implemented in accordance with the approved drawings within JBA 18_272-02A; 03A; 04A, 05A and 06A and Measured Works Schedule JBA 18_272_MWS_during the first planting season (October - March inclusive) following the commencement of that part of the development to which it relates or such other phased arrangement as may be approved, in writing, by the Local

Planning Authority up to the first use or first occupation of the development.

Any trees, hedges, shrubs or turf identified within the approved Landscaping Scheme (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 10 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species.

The approved Landscaping Scheme shall be carried out in its entirety and shall accord with the approved drawings under this permission.

Reason - In the interests of visual amenity and the character and appearance of the area. This condition is required to be agreed prior to the commencement of any development to ensure matters of tree and hedgerow protection are secured early to ensure avoidance of damage or loss due to the development and/or its construction.

Hard Landscaping

5. No development shall commence above slab level until a precise hard Landscaping Scheme, in accord with Approved drawings Surface Treatment Plan 19-2892-009J, Boundary Treatment Plan 19-2892-006H and Boundary Treatment Plan 19-2892-020A which shall include any proposed changes in ground levels, has been submitted to, and approved in writing by, the Local Planning Authority.

The 'hard' landscaping shall include details of all hard surface materials and boundary treatments to be used within the development with a timetable for implementation, including all means of enclosure and boundary treatments, residential screen walls and fences.

The 'hard' landscaping shall be implemented and completed in accordance with the approved details before the dwellings to which it relates are first occupied.

Reason - In the interests of visual amenity and the character and appearance of the area.

6. The residential screen walls and/or fences as may be approved pursuant to the Hard Landscaping Scheme under Condition 5 above, shall be erected prior to the dwelling/s to which they relate being first occupied and thereafter shall be retained in the approved form.

Reason - In the interests of residential amenity and the character and appearance of the area.

Tree Protection Measures

7. Before any work on site commences all trees to be retained shall be protected as detailed in the Arboricultural Impact Assessment Report Rev A (dated November 2019) and Rev B (dated April 2020). Thereafter such protection shall remain in place and in good order until completion of relevant areas of development. Any trees dead or dying within 5

years of completion of the development shall be replaced in the first available planting season.

Reason - In order to safeguard the continued presence of established flora beyond the construction phase such that it can continue to provide visual amenity and wildlife value.

Site Drainage

8. No development 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:
- b) Temporary drainage systems.
- c) Measures for managing pollution / water quality and protecting controlled waters and watercourses.
- d) 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.

9. No development shall commence until details have been submitted to and approved in writing by the Local Planning Authority, of the means to prevent the discharge of surface water from the development onto the highway.

Reason - In the interests of highway safety to prevent hazards caused by flowing water or ice on the highway.

PRIOR TO OCCUPATION/SLAB OR OTHER STAGE CONDITIONS

Highways

10. No development shall commence above slab level until precise details of the estate roads and footpaths as shown on Approved drawing EA126-MLM-ZZ-XX-DR-C-0220-P07 have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and completed in accordance with the approved details.

Reason - In the interests of highway safety to ensure that roads/footways are constructed to an acceptable standard.

11. No dwelling shall be occupied until the new vehicular access has been laid out and completed in all respects in accordance with Drawing No. 217/2016/06/P2. 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 is brought into use before any other part of the development is commenced in the interests of highway safety.

12. No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least B1 or better unless otherwise agreed in writing with the Local Planning Authority.

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

13. No dwelling shall be occupied until the area(s) within the site, shown on approved drawing 19-2892-002Z for the purposes of loading/unloading, manoeuvring and parking of vehicles, including electric charging points and secure cycle storage, serving that dwelling has been provided and thereafter that area(s) shall be retained and used for no other purpose.

Reason - In accordance with the Council's adopted parking/highway standards (Suffolk Guidance for Parking, 2015) and to ensure that each dwelling is served with an appropriate standard of parking, charging, and cycle storage and to deter unnecessary on-street parking

Water and Energy Efficiency Measures

14. No development shall commence above slab level until a scheme for the provision and implementation of water, energy and resource efficiency measures for the development has been submitted to and approved, in writing, by the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the occupancy of the development. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetable as may be agreed.

Reason- To ensure that the development makes an appropriate contribution to the objectives of environmental sustainability, in accordance with the development plan and NPPF.

Electric Car Charging

15. No development shall commence above slab level until a scheme for the provision and implementation electric car charging points for the development has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the occupancy of the development. The scheme shall be implemented, and the measures provided and made available for use, in accordance with such timetable as may be agreed.

Reason - To ensure that the development is securing appropriate net gains for the environmental objective of sustainability, in accordance with the Council's adopted parking/highway standards (Suffolk Guidance for Parking, 2015) and Paragraph 110 of the NPPF.

Drainage/Foul

16. The strategy for the disposal of surface water as set out in the Flood Risk Assessment (FRA), prepared by C H Bullard (dated November 2019, ref: 217/2016/FRADS P6) and Attenuation Basin Layout Note, prepared by MLM (dated 7th April 2020, ref: Rev 1-619946_MLM_ZZ_XX_RP_C_0001), drawings 619946-MLM-ZZ-XX-SK-C-0006-P04, 619946-MLM-ZZ-XX-SK-C-0008-P03 and 217/2016/01/P12 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

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

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

Ecology/Biodiversity

18. Ecological mitigation measures as described in the submitted Ecological Assessment Report shall be implemented in full in accordance with that report and where timescales are not specific then completed prior to the substantial completion of the development.

Reason - To conserve and enhance Protected and Priority species and allow the LPA to discharge its duties under the UK Habitats Regulations, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species)

19. A Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior occupation of the development. The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason - To allow the LPA to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats & species)

Lighting

20. Within 3 months of the commencement of development a detailed lighting scheme for any areas to be lit shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall show how and where external lighting will be installed (through technical specifications and the provision of appropriate lighting contour plans which shall include lux levels of the lighting to be provided), and shall identify those features on site that are particularly sensitive for bats and that are likely to cause disturbance along important routes used for foraging, so that it can be:

Clearly demonstrated that areas to be lit have reasonably minimised light pollution, through the use of minimum levels of lighting and features such as full cut off cowl or LED. Clearly demonstrated that the boundary vegetation to be retained, as well as that to be planted, will not be lit in such a way as to disturb or prevent bats using their territory or having access to their breeding sites and resting places or foraging areas, through the use of minimum levels of lighting and features such as full cut off cowl or LED.

All external lighting shall be installed in accordance with the specifications and locations as set out in the approved scheme and shall be maintained thereafter in accordance with that scheme.

Reason - In the interests of safeguarding ecology, biodiversity and amenity.

Site Infrastructure/Other

21. Within 3 months of the commencement of development details of the provision of two fire hydrants for the development, including timetable for installation, shall be submitted to and approved in writing by the Local Planning Authority. The fire hydrants shall be installed in accordance with the approved details in their entirety and in accordance with the timetable as may be agreed.

Reason - To ensure the site is suitably served by fire hydrants in the interests of public safety and fire prevention.

22. No development hereby permitted must proceed above slab level until details of how superfast broadband infrastructures will be delivered to every household in the development, subject to network capacity being available, has been submitted to and approved in writing by the Local Planning Authority. The approved superfast broadband infrastructures for each dwelling shall be installed prior to the occupation of that dwelling.

Reason— To ensure that future occupiers have necessary access to high-quality telecommunications, in accordance with Paragraph 112 NPPF and to secure net gains to the social, economic, and environmental objectives of sustainability.

23. Notwithstanding the details shown on approved drawing Refuse and Cycle Strategy 19-2892-004J, within 3 months of the commencement of the development, details of the areas to be provided for the storage and presentation of refuse/recycling bins to serve Plots 14, 20-23, 89-87, 69-67 and 55-53 shall be submitted and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in its entirety prior to the first occupation of each dwelling to which it relates and shall be retained thereafter and used for no other purpose.

Reason - To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users in the interests of highway safety.

Archaeology: Post Investigation

24. 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 Written Scheme of Investigation (RPS, dated February 2020, Revised March 2020) and approved by email dated 5th March 2020 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason - to ensure the appropriate recording and analysis of archaeological assets.

POST OCCUPANCY MONITORING/MANAGEMENT

25. Notwithstanding the provisions of Schedule 2 of the Town & Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no development shall be carried out in such a position as to preclude vehicular access to those vehicular parking spaces provided in accordance with the approved plans and no alterations shall be carried out to the approved garage units that would preclude the parking of vehicles without an application for planning permission made in that regard.

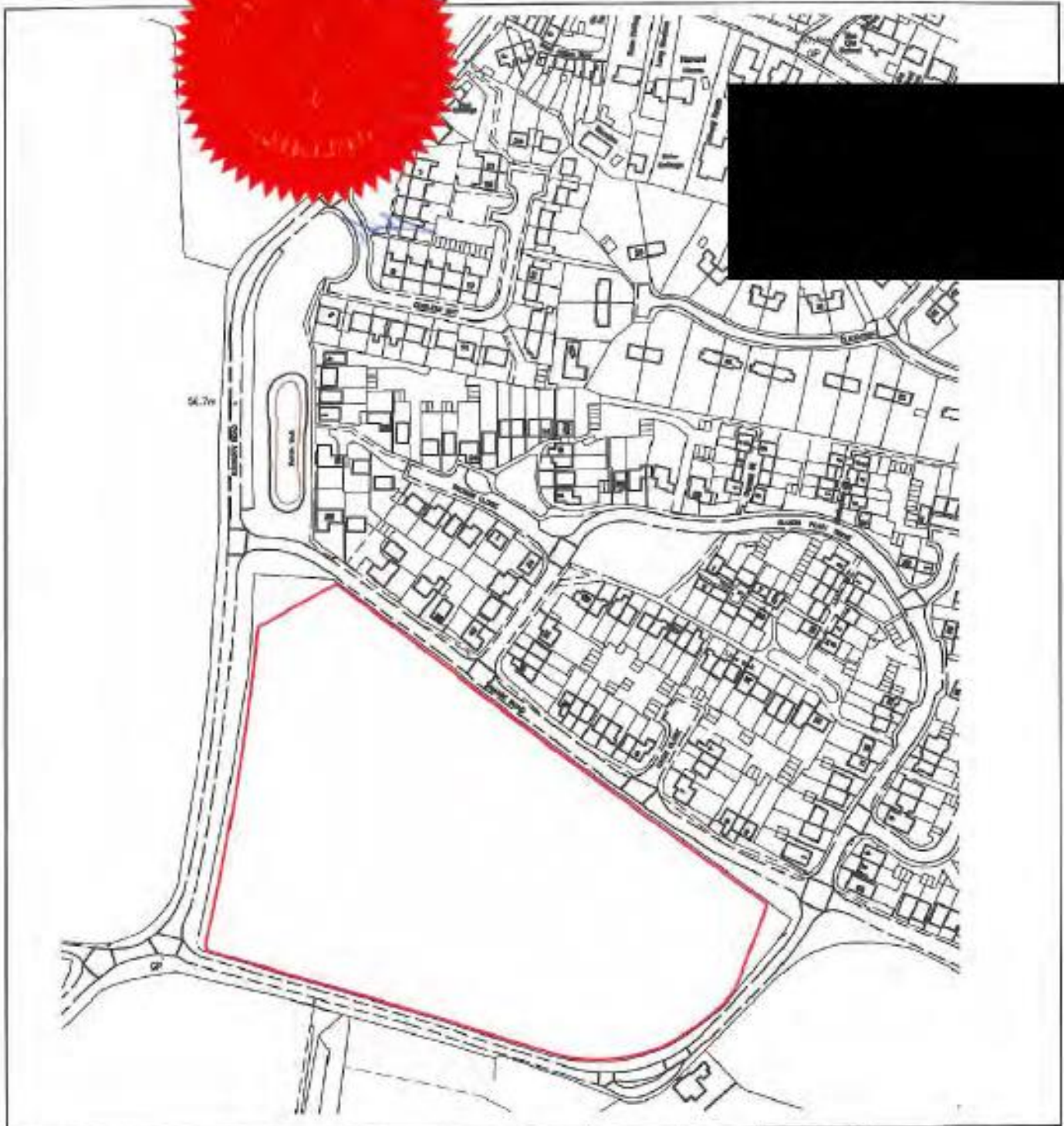
Reason - To ensure the provision and long-term maintenance of adequate on-site space for the parking and manoeuvring of vehicles in accordance with Suffolk Guidance for Parking (2015) where on-street parking and manoeuvring would otherwise be detrimental to highway safety.

26. Within 28 days of the completion of the last dwelling, details of all Sustainable 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 that the Sustainable Drainage System has been implemented as permitted and that 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 2010 in order to enable the proper management of flood risk with the county of Suffolk.

SCHEDULE 3

Plans



				Scale:	1:2500 @ A4	Drawn by:	JB
				Date:	27/09/16	Checked by:	GH
				Dwg No:	PA567/201		Rev:
				<input type="checkbox"/> Information <input type="checkbox"/> Tender <input type="checkbox"/> Construction <input type="checkbox"/> AsBuilt			
Rev.	Description	Int.	Date				
Site Name:				Tamage Road, Acton			
Drawing Title:				Location Plan			
				Bloor Homes Eastern Valuation House, Sydney Hwy, Rye St Brisbane, QLD 4, 4002 QLD Tel: 01204 752295 Fax: 01204 752793 Web: www.bloorhomes.com			
				<small>© This drawing and the building work is supplied for the copyright of Bloor Homes Eastern and may not be reproduced or amended except by written permission. No liability will be accepted for amendments made by other persons.</small>			

PLAN 2



TERRENCE ROAD ACTION
OPEN SPACE PLAN
DATE: JUNE 2023
SCALE: 1:500 @ A1
DRAWN BY: [REDACTED]
CHECKED BY: [REDACTED]

KEY

[Pink Box]	P.O.S. STORAGE
[Green Box]	P.O.S. STORAGE
[Blue Box]	Special Area of Review

Terrence Road Action

Open Space Plan

DATE: JUNE 2023
SCALE: 1:500 @ A1
DRAWN BY: [REDACTED]
CHECKED BY: [REDACTED]

BLOOR HOMES

Drawn: [REDACTED]



KEY

- Tenure Boundary
- Affordable Housing - Flatted
- Affordable Housing - Shared



AFFORDABLE HOUSING CONTRACT PLAN				
Neighbourhood	Block	Unit	No. of Units	Unit Breakdown
Block 1	1	100	100	100 Flatted (100%)
Block 2	2	100	100	100 Flatted (100%)
Block 3	3	100	100	100 Flatted (100%)
Block 4	4	100	100	100 Flatted (100%)
Block 5	5	100	100	100 Flatted (100%)
Block 6	6	100	100	100 Flatted (100%)
Block 7	7	100	100	100 Flatted (100%)
Block 8	8	100	100	100 Flatted (100%)
Block 9	9	100	100	100 Flatted (100%)
Block 10	10	100	100	100 Flatted (100%)
TOTAL		1000	1000	1000 Flatted (100%)

Block	Units	Flatted	Shared
Block 1	100	100	0
Block 2	100	100	0
Block 3	100	100	0
Block 4	100	100	0
Block 5	100	100	0
Block 6	100	100	0
Block 7	100	100	0
Block 8	100	100	0
Block 9	100	100	0
Block 10	100	100	0
TOTAL	1000	1000	0

Block	Units	Flatted	Shared
Block 1	100	100	0
Block 2	100	100	0
Block 3	100	100	0
Block 4	100	100	0
Block 5	100	100	0
Block 6	100	100	0
Block 7	100	100	0
Block 8	100	100	0
Block 9	100	100	0
Block 10	100	100	0
TOTAL	1000	1000	0

Tarnage Road, Acton
Affordable Housing Contract Plan

LOOR HOMES

1000 Units
1000 Flatted
0 Shared

Flatted Shared Shared Shared

SCHEDULE 4

Owner's covenants with the Council

Part 1

- 1 The Owner shall give the Council:
 - i. Notice of Expected Commencement; not less than five (5) Working Days' before the date that the Owner expects Commencement of Development to occur; and
 - ii. within fifteen (15) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm Commencement has occurred

- 2 The Owner shall give the Council no less than one (1) months' written notice of the anticipated date for the first Occupation of the first Residential Dwelling to be occupied

- 3 The Owner shall within fifteen (15) Working Days' give written notice to the Council following:
 - i. The date of Occupation of the first (1st) Residential Dwelling;
 - ii. the date of Occupation of the fifth (5th) Residential Dwelling; and
 - iii. the date of Occupation of the last Residential Dwelling

Part 2
Affordable Housing

1. Prior to the first Occupation of the fifth (5th) Market Housing Unit to be Occupied the Owner shall agree with the Council of the identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred such agreement not to be unreasonably withheld or delayed but if no agreement has been reached at the expiration of the period of three (3) months following the first Occupation of the first Market Housing Unit the Council shall be entitled to nominate a Registered Provider or other appropriate body for the purpose

2. Subject to paragraphs 10 and 11 below the Owner shall not:
 - i. occupy or permit Occupation of more than fifty per cent (50%) Market Housing Units (rounded up to the nearest whole Residential Dwelling) until fifty per cent (50%) of the Affordable Housing Units have been constructed and made ready for residential Occupation and have been transferred to the approved Registered Provider and written notification of such has been received by the Council; and

 - ii. occupy or permit Occupation of eighty per cent (80%) Market Housing Units (rounded up to the nearest whole Residential Dwelling) until all of the Affordable Housing Units have been constructed and made ready for residential Occupation and all the Affordable Housing Units have been transferred to a Registered Provider and written notification of such has been received by the Council.

3. The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Plan, subject to such amendments thereto which may be agreed in writing between the Owner and Council, such agreement not to be unreasonably withheld or delayed and to a standard of construction that meets the Nationally Described Space Standards 2015

4. Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:
 - i. with vacant possession

 - ii. free from any encumbrance other than those existing as set out in the title at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);

- iii. subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
 - iv. subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development;
 - v. subject to a requirement to enter into the Affordable Housing Nomination Agreement with the ~~District~~ Council within one (1) month of the date of the transfer(s) to it of the Affordable Housing Units (or such other time period as is otherwise agreed in writing with the ~~District~~ Council)
5. The Affordable Rented Units shall only be Occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the Council is a party or chosen pursuant to the Affordable Housing Nomination Agreement made pursuant to this Schedule 4 which confers nomination rights on the Council unless otherwise agreed by the Council in writing
6. The Shared Ownership Dwellings shall be Occupied by persons allocated in accordance with the Government's Help to Buy Scheme (or any subsequent scheme) or where no applicants are available at the time of marketing of the Shared Ownership Dwellings the Registered Provider's own marketing process or such other marketing route as agreed by the Registered Provider and the Council in writing..
7. From the date of Practical Completion the Affordable Housing Units shall not be used other than for Affordable Housing save that this obligation 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 chargees; or
 - ii. any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; or
 - iii. any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor
 - iv. any successor in title of i. to iii. above.

8 The Affordable Housing provisions in this Deed shall not be binding on any Chargee of a Registered Provider PROVIDED THAT:

- a. Any Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units;
- b. Any Chargee shall have used reasonable endeavours over a period of three (3) months from the date of the notice served pursuant to paragraph 8a above 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
- c. if such disposal has not completed within the three (3) month period described at paragraph 8b above, 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

9 In the event that the Registered Provider (within two (2) months of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or its contract to purchase the Affordable Housing Units is terminated the Owner shall:

- 9.1 notify the Council three (3) months' prior to the Practical Completion of the Affordable Housing Units;
- 9.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 1 of this part of this Schedule;
- 9.3 submit any other information reasonably requested by the Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1 of this part of this Schedule;
- 9.4 offer the relevant Affordable Housing Units to the Council to be purchased by the Council as Affordable Housing

10 In the event the Council make an offer that is acceptable to the Owner (within two (2) months' of written invitation) for the purchase of the Affordable Housing Units then the Owner shall not Occupy or permit Occupation of more than eighty per cent (80%) of the Market Housing

Units until the Owner has provided the Council with a freehold transfer document unconditionally released for completion

11. In the event the Council does not make an offer which is acceptable to the Owner (within two (2) months' of written invitation) to purchase all or part of the Affordable Housing Units or the Council indicates that it does not want to purchase the Affordable Housing Units the Council shall serve on the Owner written confirmation that the Owner shall be permitted to sell those Affordable Housing Units on the open market (such written confirmation not to be unreasonably withheld or delayed) and shall pay the Affordable Housing Commuted Sum payable in respect of each Affordable Housing Unit to the Council within ten (10) Working Days of the transfer of the freehold of that unit (such sum to be calculated in accordance with the Council's policies as are applicable at the time of calculation) in lieu of the provision of Affordable Housing on the Site.

12. Upon the payment of the Affordable Housing Commuted Sum to the Council the provisions of this Part 2 of this Schedule 4 shall no longer be applicable in respect of those Residential Dwellings that were the Affordable Housing Units and the Owner shall be free to dispose of the said Affordable Housing Units as Market Housing Units.

Part 3
Open Space

- 1 The Owner hereby covenants with the Council to submit the Open Space Plan and the Open Space Specification to the Council for approval within 3 months from Commencement of Development, such approval not to be unreasonably withheld or delayed

- 2 The Owner covenants not to permit Occupation of the first Residential Dwelling unless and until the Open Space Plan and the Open Space Specification have been submitted to the Council for approval and approved by the Council in writing such approval not be unreasonably withheld or delayed.

- 3 If the Council fails within 20 Working Days of submission of the Open Space Plan and Open Space Specification to notify the Owner of its approval of the Open Space Plan and the Open Space Specification the Owner shall be entitled to assume deemed approval of the Open Space Plan and Open Space Specification.

- 4 The Owner hereby covenants with the Council not to permit the Occupation of any more than twenty per cent (20%) of the Residential Dwellings until Open Space Area 1 has been provided in accordance with the approved Open Space Plan and the Open Space Specification

- 5 The Owner hereby covenant with the Council not to permit the Occupation of any more than seventy per cent (70%) of the Residential Dwellings until Open Space Area 2 has been provided in accordance with the approved Open Space Plan and the Open Space Specification.

- 6 The Owner covenants with the Council at their own cost to maintain and manage the Open Space strictly in accordance with the Open Space Plan, the Open Space Specification and the Planning Permission until the Open Space Transfer described below has been completed.

- 7 The Owner covenants that following the Council's written confirmation that the Open Space has been laid out and equipped in accordance with the Open Space Plan and Open Space Specification to transfer the freehold thereof to a Management Company such transfer to include such items as necessary and outlined in the Open Space Transfer and shall for the avoidance of doubt include a covenant that the Open Space shall thereafter be retained and maintained in accordance with the Open Space Plan the Open Space Specification and the Planning Permission for the benefit of the general public.

- 8 The Owner shall transfer the Open Space to the Management Company within 12 months of Occupation of the last Residential Dwelling in accordance with the Open Space Transfer.
- 9 The Open Space is to be transferred to the Management Company for the sum of One Pound (£1) within 12 months of Occupation of the last Residential Dwelling in accordance with the Open Space Transfer.

SCHEDULE 5

Owner's covenants with the County Council

Part 1

1 Notice of events

1.1 The Owner shall give the County Council:

1.1.1 Notice of Expected Commencement not less than five (5) Working Days' before the date that the Owner expects Commencement of Development to occur; and

1.1.2 within fifteen (15) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm Commencement has occurred

1.2 The Owner shall give the Council no less than one (1) months' written notice of the anticipated date for the first Occupation of the first Dwelling to be occupied

1.3 The Owner shall within fifteen (15) Working Days' give written notice to the District Council following:

1.3.1 The date of Occupation of the first (1st) Residential Dwelling;

1.3.2 the date of Occupation of the thirteenth (13th) Dwelling; and

1.3.2 the date of Occupation of the last Dwelling

Part 2

Transport

2. Bus Stop Kerb Contribution

- 2.1. The Owner covenants to pay the County Council the Bus Stop Kerb Contribution prior to the Commencement of Development.
- 2.2. The Owner hereby covenants not to Commencement of Development until the Bus Stop Kerb Contribution has been paid to the County Council.

3. Footpath Improvement Works Contribution

- 3.1. The Owner covenants to pay to the County Council the Footpath Improvements Works Contribution prior to Commencement of Development, unless at that time such contribution falls due, development pursuant to the Chilton Woods Planning Permission has Commenced within the meaning of section 56 of the 1990 Act
- 3.2. The Owner hereby covenants not to Commence the Development until the Footpath Improvements Works Contribution has been paid to the County Council, in accordance with clause 2.1 above.

4. School Transport Financial Contribution

- 4.1. The Owner covenants to pay the School Transport Financial Contribution to the County Council prior to the first Occupation of the 13th Residential Dwelling.
- 4.2. The Owner hereby covenants not to Occupy or permit the first Occupation of the 13th Residential Dwelling unless and until the School Transport Financial Contribution Fee has been paid to the County Council.

5. Public Transport Contribution

- 5.1. The Owner covenants to pay to the County Council the Public Transport Contribution prior to Commencement of Development

5.2. The Owner hereby covenants not to Commence the Development until the Public Transport Contribution has been paid to the County Council.

SCHEDULE 6

The Council's Covenants

- 1 The Council will grant the Permission promptly following completion of this Deed.
- 2 If the Council refuse a request for a letter of satisfactory completion of any of the Owner's obligations in this Deed, the reasons for the refusal must be in writing and give reasons for the refusal and set out the works necessary to enable a letter of satisfactory completion to be issued.

SCHEDULE 7

The County Council's Covenants

1. At the written request of the Owner the County Council made after the expiry of 10 (ten) years from Completion of the Development within a further period of 1 (one) year, the County Council shall provide written confirmation of the discharge of the obligations given to the County Council contained in this Deed when satisfied that such obligations have been performed.

2. **Bus Stop Kerb Contribution**

- 2.1. If requested to do so in writing by the Owner after the expiry of 10 (ten) years of payment of the Bus Stop Kerb Contribution within a further period of 1 (one) year the County Council shall repay to the Owner or any person entitled to such amount of the Bus Stop Kerb Contribution that has not been expended or committed by that date.

3. **School Transport Financial Contribution**

- 3.1. If requested to do so in writing by the Owner after the expiry of 10 (ten) years of payment of the School Transport Financial Contribution within a further period of 1 (one) year the County Council shall repay to the Owner or any person entitled to such amount of the School Transport Financial Contribution that has not been expended or committed by that date.

4. **Footpath Improvement Works Contribution**

- 4.1. If requested to do so in writing by the Owner after the expiry of 10 (ten) years of payment of the Footpath Improvement Works Contribution within a further period of 1 (one) year the County Council shall repay to the Owner or any person entitled to such amount of the Footpath Improvement Works Contribution that has not been expended or committed by that date.

5. **Public Transport Contribution**

- 5.1. If requested to do so in writing by the Owner after the expiry of 10 (ten) years of payment of the Public Transport Contribution within a further period of 1 (one) year the County Council shall

repay to the Owner or any person entitled to such amount of the Public Transport Contribution that has not been expended or committed by that date.

SCHEDULE 8

Draft Affordable Housing Nominations Agreement

THIS DEED OF NOMINATION RIGHTS is made the day of 2020

BETWEEN:

(1) XXXXXXXX whose registered address is XXXXXXXXXXXXXXXXXXXX

('the RP') and

(2) BABERGH DISTRICT COUNCIL of Endeavour House, 8 Russell Road Ipswich Suffolk,
IP1 2BX ('the Council')

1. Definitions

In this Deed:

1.1 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework dated March 2012 and revised on 19 February 2019 as may be varied from time to time or supplemental guidance policy or by law issued thereof.

1.2 'Affordable Housing Unit' means the 35 (thirty five) dwellings (35% of the consented Dwellings) all of which shall be Affordable Housing to be provided on the Property of which 25 (Twenty Five) Dwellings shall be an Affordable Rent Dwelling (unless otherwise agreed by the Council as part of the Affordable Housing Plan) which shall be let at an Affordable Rent and shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the Council is a party or otherwise nominated by the Council pursuant to this Deed as varied from time to time and 10 (ten) Dwellings shall be a Shared Ownership Dwelling and shall be occupied by persons in accordance with the Government's Help to Buy Scheme (or other subsequent scheme) and Affordable Housing Units shall be construed accordingly.

1.3 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable

1.4 **'Affordable Rent Dwelling'** means an Affordable Housing Unit made available by a RP as low-cost rent accommodation (as defined by the Housing and Regeneration Act 2008, Section 69) with a rent charged at a level up to 80% of the equivalent market rent (inclusive of any service charges applicable) for a dwelling of comparable size in the same location.

1.5 **'Chargee'** means any mortgagee or chargee of the RP who is in possession or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator.

1.6 **'Chargee's Duties'** means the tasks and duties set out in Clause 12.4 of this deed.

1.7 **'Choice Based Lettings Scheme'** means an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Lettings Scheme relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the Council is a party.

1.8 **'Dwelling'** means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

1.9 **'Gateway to Homechoice'** means the Greater Haven Gateway sub-regional Choice Based Lettings Scheme (or any replacement or similar system in place at the time

1.10 **'Homes England'** means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating RPs

1.11 **'Initial Let'** means the first tenancy of such newly constructed and previously unoccupied Affordable Rent dwelling

1.12 **'Initial Purchase'** means the first purchase of such newly constructed and previously unoccupied Shared Ownership Dwelling

1.13 'Local Connection Criteria' means an individual who immediately before taking up occupation of an Affordable Housing Unit:

1.13.1 had his only or principal home in the district of Babergh for a continuous period of not less than two (2) years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.13.2 to 1.13.4 inclusive;

1.13.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of Babergh and wishes to be near that relative or

1.13.3 is employed in the district of Babergh on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for two (2) years

1.13.4 who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the Council of his or her former residency in the district of Babergh for either (i) six (6) months out of the preceding twelve (12) months or (ii) three (3) years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

1.14 'Mutual Exchange' means the procedure by which a tenant may exchange their house with another council or housing association tenant

1.15 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA

1.16 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the RP as best meeting the criteria for the category of Affordable Rent Dwelling in respect of which the RP is to select a person from the Nomination List and offer a Tenancy Agreement

1.17 'Practical Completion' means issue of a CML Certificate by the RP's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the RP the issue of a CML Certificate by that other party's surveyor

1.18 'Property' means the land south of Tamage Road, Acton shown edged red on the plan annexed

1.19 'Protected Tenant' means any Nominee who 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

1.20 'Registered Provider' and 'RP' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by Homes England under Chapter III of that Act and for the avoidance of doubt this could include the Council.

1.21 'Shared Ownership Dwelling' means an Affordable Housing Unit to be let on a Shared Ownership Lease in accordance with the terms as set out in Homes England's capital funding guide or any other such guidance as shall replace it

1.22 'Shared Ownership Lease' 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:

(a) not more than 70% 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 RP;

(b) power to the purchaser to increase their ownership up to 100% if they so wish;

(c) an initial rent not exceeding 2.75% of the value of the equity retained by the RP subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.

1.23 'Service Level Agreement' or 'SLA' means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the RP (1) and the Council (2)

1.24 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Dwelling as set out in the Shared Ownership Lease for that Affordable Housing Unit.

1.25 'Tenancy Agreement' means an assured tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings

1.26 'Vacancy Notice' means a written notice (in a form to be agreed between the RP and given by the RP to the Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the Council by the RP of the expected date on which the construction and fitting out of the Affordable Rented Dwellings will be complete

1.27 'Void' means an Affordable Rent Dwelling which is vacant otherwise than as a result of the tenant having:

1.27.1 moved to other accommodation either by transfer or decant provided by the RP

1.27.2 moved to other accommodation under a reciprocal arrangement provided by another RP

1.27.3 vacated and moved to other accommodation as a consequence of the tenant having accepted a mutual exchange which provides such tenant with accommodation elsewhere

1.28 'Void Notice' means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the Council of a void in respect of an Affordable Rent Dwelling

2 Enabling Provisions

This Deed is made pursuant to the Local Government Act 1972 Section 111, Section 1 of the Localism Act 2011 as amended and all other enabling powers

3 Procedure

The parties agree that the SLA procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Units

4 Initial Lets/Initial Purchase

In relation to the Initial Let and Initial Purchase of an Affordable Housing Unit the following provisions shall apply:

4.1.1 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

4.1.2 The RP shall serve a Vacancy Notice upon the Council in respect of an Affordable Rent Dwelling not earlier than ten (10) weeks prior to an Affordable Rent Dwelling becoming available for occupation

5. Voids

Should any Affordable Rent Dwelling become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then the Gateway to Homechoice SLA procedure shall apply in each case

6. Supplemental provisions relating to allocating Initial Lets and Voids

6.1 Where there are two or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.14 of this Deed and thereafter subject to clause 6.2 of this Deed, preference must be given to the applicant/s who have the highest housing need according to the Council's current allocations policy

6.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities or in need of level access then any such dwelling may be first offered to a person or persons with disabilities or level access needs who require such accommodation even where such person(s) have a lesser local connection under clause 1.14 of this deed than someone who does not have disabilities or level access need

7. RP covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

7.1 To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

7.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as low cost home ownership and they are all retained and managed by a RP in accordance with the objectives of such RP

7.3 To construct the Affordable Housing Units in accordance with Homes England's requirements

8. Alteration of lists

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

9. 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

10. Transfer to other RP

The RP shall use reasonable endeavours to ensure that any RP to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar deed mutatis mutandis with the Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

11 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

12 Agreements and declarations

The parties agree:

12.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers

12.2 The obligations and covenants contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

12.3 From the date of Practical Completion the Affordable Housing Units shall be let/purchased or sold? in accordance with the terms of this Deed save that the obligations and restrictions contained in this Deed shall not be binding on:

12.3.1 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 Chargees; or

12.3.2 any chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duties; or

12.3.3 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.

12.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the Council of its intention to dispose and:

12.4.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee

12.4.2 if the Council does not serve its response to the notice within the said period of one (1) month contained in clause 12.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed.

12.4.3 if the Council or any other person cannot within two (2) months of the date of service of its response under clause 12.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 12.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

13. Mutual Exchanges

The requirements of this Deed shall apply to all requests for Mutual Exchanges

14. Shared Ownership Dwellings - Capital Receipts from Staircasing

The capital receipt received by the RP for shares sold between 81% and 100% must be recycled and reinvested in new Affordable Housing within the District of Babergh.

AS WITNESS whereof the parties have executed this instrument as a Deed hereto the day and year first above written

Signatories:

District Council

Registered Provide