

Appeals to the Secretary of State

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or consent, or to grant permission or consent subject to condition, they may appeal to the Secretary of State for Communities and Local Government. The applicant's right of appeal is in accordance with the appropriate statutory provisions which follow:

Planning Applications: Section 78 Town and Country Planning Act 1990

Listed Building Applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990

Advertisement Applications: Section 78 Town and Country Planning Act 1990
Regulation 15

Town and Country Planning (Control of Advertisements) Regulations 2007

Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within six months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or online at <https://www.gov.uk/government/publications/modelnotification-notice-to-be-sent-to-an-applicant-when-permission-is-refused>

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he/she will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him/her that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by it, having regard to the statutory requirements*, to the provisions of the Development Order, and to any directions given under the Order. The Secretary of State does not in practice refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him/her.

2. If permission or consent to develop land or carry out works is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development or works which has been or would be permitted they may serve on the Council of the district in which the land is situated, a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990 or Section 32 Planning (Listed Buildings and Conservation Areas) Act 1990.

*The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70 and 72(1) of the Act.

THIRD SCHEDULE

ENFORCING AUTHORITY OBLIGATIONS

PART 1

COVENANTS BY THE DISTRICT COUNCIL ACTING AS ENFORCING AUTHORITY

In the event that the Financial Contribution is paid by the Owner to the District Council, the District Council shall in its capacity as Enforcing Authority hold such contribution in an interest bearing account and shall use such monies towards improvements to and maintenance of Bacton Primary School until such time as the County Council becomes the Enforcing Authority at which point the District Council shall immediately transfer such sums to the County Council Should any amount of the Financial Contribution be paid to the District Council by the Enforcing Authority in accordance with paragraph 2 part 2 of this Third Schedule below the District Council shall direct any such sums towards the provision of Affordable Housing in the district of Mid Suffolk

PART 2

COVENANTS BY THE COUNTY COUNCIL WITH THE DISTRICT COUNCIL

1. The County Council shall indemnify the District Council against all costs claims and demands in connection with its obligations in this Deed as Enforcing Authority for any of the obligations which relate to the County Council's functions ("Obligations to the County") including but not limited to monitoring compliance where requested and enforcement of any obligations breaches
2. On becoming the Enforcing Authority for the Obligations to the County the County Council covenants to use the Financial Contribution for the purpose of improvements to and maintenance of Bacton Primary School and should any amount of the Financial Contribution be unspent or uncommitted to be spent following five years from the date of payment the County Council shall transfer any such balance to the District Council for use towards Affordable Housing provision in the district of Bacton
3. The County Council covenants to accept payment of any financial contribution and shall deposit the same into an interest-bearing account

PART 3

COVENANTS BY THE DISTRICT COUNCIL/ENFORCING AUTHORITY TO THE OWNER

NOTIFICATION REQUIREMENTS

1. **Discharge of Obligations**

At the written request of the Owner the District Council and/or Enforcing Authority shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

The District Council and the Enforcing Authority shall pay any financial contribution received into an interest-bearing account and shall apply the same together with any interest accrued towards the purposes for which they were paid

FOURTH SCHEDULE

THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL/ ENFORCING AUTHORITY

PART 1

- 1 The Owner shall give the District Council and the Enforcing Authority Notice of Expected Commencement not less than five (5) Working Days' before the date that the Owner expects Commencement of the Development to occur and (ii) within fifteen (15) Working Days' of Commencement of Development Notice of Actual Commencement in order to confirm Commencement has occurred
- 2 The Owner shall give the District Council and the Enforcing Authority no less than two (2) months' written notice of the anticipated date for the first Occupation of the first Dwelling
- 3 The Owner shall within five (5) Working Days' give written notice to the District Council and the Enforcing Authority following
 - 3.1 the date of Occupation of the first Dwelling
 - 3.2 the date of Occupation of the final Dwelling
 - 3.3 Completion of the Development
- 4 The Owner shall submit the Phasing Scheme to the District Council for written approval as part of the reserved matters application
- 5 The Owner shall pay the Financial Contribution to the District Council/ Enforcing Authority prior to the Commencement of Development
 - 5.1 The Financial Contribution shall be ring- fenced and shall be used for improvements to and maintenance of Bacton Primary School and if any balance has not been spent or committed to be spent within five years from the date of payment the Enforcing Authority shall transfer any such balance to the District Council which the District Council shall invest for provision of Affordable Housing within Bacton . For the avoidance of doubt this can include the purchase of Market Housing Units or land.

PART 2

AFFORDABLE HOUSING

- 1.1 Having given notice under paragraph 1 of the Fourth Schedule Part 1 above the Owner shall endeavour to agree with the District Council on 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. The Owner may Commence the Development whilst that process is ongoing but if no agreement has been reached at the expiration of the period of four (4) months' following the Commencement of the Development the District Council shall be entitled to nominate a Registered Provider or other appropriate body for the purpose
- 1.2 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme and the Phasing Scheme
- 1.3 The owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Table: -

Number	Type	Tenure
2	1 bedroomed 2-person flats @ 50 sqm	Affordable Rented Housing Units
3	2 bedroomed 4-person House @ 79 sqm	Affordable Rented Housing Units
2	2 bedroomed 3-person bungalow @ 61 sqm	Affordable Rented Housing Units
2	2 bedroomed 4-Person House @ 79 sqm	Shared Ownership
1	3 bedroomed 5-person house @ 93 sqm	Shared Ownership

- 1.4 Subject to paragraph 1.8 below the Owner shall not Occupy or permit Occupation of more than Fifty per cent (50%) (rounded up to the nearest whole Dwelling) of the Market Housing Units in each Phase until the Affordable Housing Units have been constructed and are ready for Occupation and in the case of the Affordable Housing Units that are either Affordable Rented Housing Units or Shared

Ownership Dwellings that those units have been transferred to the Registered Provider.

- 1.5 Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:
 - 1.5.1 with vacant possession;
 - 1.5.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
 - 1.5.3 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; and
 - 1.5.4 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
 - 1.5.5 a requirement to enter into the Affordable Housing Nomination Agreement with the District Council
- 1.6 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 1.7 and 1.8 below
- 1.7 The District Council and the Owner agree that the obligations and restrictions contained in this Fourth Schedule Part 2 paragraph 1 shall not bind:
 - 1.7.1 a mortgagee, chargee or receiver who has complied with the provisions of paragraph 1.7 of this part of this Schedule;
 - 1.7.2 any Right To Acquire Purchaser;
 - 1.7.3 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;
 - 1.7.4 a leaseholder of a Shared Ownership Dwelling who is entitled to exercise their right under a shared ownership lease to acquire 100% of the equity of their property; or
 - 1.7.5 any person or body deriving title through or from any of the parties mentioned in this paragraph 1.7

1.8 Any 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 prior written notice to the District Council of its intention to dispose:

1.8.1 in the event that the District Council responds within one (1) month from receipt of a notice indicating that

(a) arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s); and

(b) that such a transfer would take place within two (2) months from receipt of the notice

then the Chargee shall cooperate with such reasonable arrangements and use reasonable endeavours to secure such transfer

1.8.2 if the District Council does not serve its response to the notice served under paragraph 1.7 within one (1) month ' then the Chargee shall be entitled to dispose free of the restrictions set out in this Fourth Schedule part 2 paragraph 1 which shall from the time of the completion of the disposal cease to apply

1.8.3 if the District Council cannot within Two (2) months of the date of service of its response under paragraph 1.8.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.8 the Chargee shall be entitled to dispose free of the restrictions set out in this Fourth Schedule part 2 paragraph 1 which shall from the time of the completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this paragraph 1.8 shall not require the Chargee to act contrary to its duties and rights under the charge or mortgage and that the District Council must give consideration to protect the interest of the Chargee in respect of monies outstanding under the charge or mortgage.

1.9 In the event that the Registered Provider (within three (3) months of written invitation) of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units to enable the Owner to transfer the Affordable Housing Units to the Registered Provider pursuant to paragraph 1.4 of this Fourth Schedule Part 2 the Owner shall:

1.9.1 notify the District Council 3 months prior to the Practical Completion of the Affordable Housing Units;

- 1.9.2 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 1.4 of part 2 of this Fourth Schedule
 - 1.9.3 submit any other information reasonably requested by the District Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1.4 of part 2 of this Fourth Schedule
 - 1.9.4 pay a sum to the District Council (or such other body as the District Council may elect) in lieu of the provision of any Affordable Housing on the Site to be payable in accordance with the District Council's standard charges at the date the payment is made and on payment of such sum the Affordable Housing Units shall be released from the restrictions in Part 2 of this Schedule 4 .
- 1.10 The Affordable Housing Units shall be provided with sufficient parking provision as approved by the District Council and in accordance with Suffolk County Council's parking standards

PART 3

SPORTS AGP

1. The Owner hereby covenants not to Commence the Development unless and until the Sports AGP Plan and the Sports AGP Specification have been approved by the District Council
2. The Owner covenants not to permit the Occupation of more than 25% of the Dwellings unless the Sports AGP has been provided in accordance with the approved Sports AGP Plan and the Sports AGP Specification
3. The Owner covenants that following the District Council's written confirmation that the Sports AGP has been laid out and equipped in accordance with the Sports AGP Plan and the Sports AGP Specification to transfer the freehold interest thereof to the Nominated Body such transfer to be substantially in the form of the Sports AGP Transfer and shall for the avoidance of doubt include a covenant that the Sports AGP shall thereafter be retained and maintained in accordance with the Sports AGP Plan the Sports AGP Specification and the Planning Permission
4. The Owner covenants at their own cost to maintain the Sports AGP strictly in accordance with the Sports AGP Specification and the Planning Permission until such time as it has been transferred to the Nominated Body

5. The Owner covenants not to Occupy or allow Occupation of more than 25% of the Dwellings unless it has served upon the District Council a notice requesting confirmation by the District Council of the Nominated Body
6. Not to Occupy or allow Occupation of more than 30% of the Dwellings until :
 - 6.1 If the Management Company is the Nominated Body:
 - 6.1.1 The Management Company has been created to the satisfaction of the District Council; and
 - 6.1.2 The memorandum and articles of association together with the form of transfer of the Sports AGP to the Management Company have been submitted to the District Council for approval and has been approved by the District Council prior to the transfer taking place; AND
 - 6.1.3 the Sports AGP has been transferred to the Nominated Body in accordance with the reasonable requirements of the District Council in consultation with the Nominated Body for a sum not exceeding £1

PART 4

CAR PARK

1. The Owner covenants to submit the Car Park Specification prior to Commencement of Development and shall not Commence Development unless and until the Car Park Specification has been approved in writing by the Council
2. The Owner covenants not to Occupy or permit the Occupation of more than 25% of the Dwellings unless and until the Car Park has been laid out in accordance with the Car Park Specification
3. The Owner covenants to lay out the Car Park in accordance with the Car Park Specification prior to the Occupation of 25% of the Dwellings

FIFTH SCHEDULE

DRAFT AFFORDABLE HOUSING NOMINATION AGREEMENT

THIS DEED OF NOMINATION RIGHTS is made the [] day of []202[]

BETWEEN:

(1) [] whose registered address is at [] ('the Registered Provider')
and

(2) MID SUFFOLK DISTRICT COUNCIL Endeavour House, 8 Russell Road,
Ipswich, IP1 2BX (the Council)

1. Definitions

In this Deed:

- 1.1 **'Affordable Housing'** means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market
- 1.2 **'Affordable Dwellings'** means the 10 Dwellings of Affordable Housing to be provided on the Property 75% of which dwellings shall be made available on the basis of a Tenancy Agreement at an Affordable Rent and 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 of nomination rights as varied from time to time and 25% of which dwellings shall be provided as Shared Ownership and allocated in accordance with the scheme operated by the Homebuy Agent for Suffolk to which the Council is a party or otherwise nominated by the Council pursuant to this deed of nomination rights as varied from time to time, or the Government's Help to Buy Scheme or any subsequent scheme
- 1.3 **'Affordable Rent'** means housing made available by a Registered Provider 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
- 1.4 **'Chargee'** means any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
- 1.5 **'Chargee's Duties'** means the tasks and duties set out in Clause 11.4 of this deed.

- 1.6 **'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 Letting 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
- 1.7 **'Gateway to Homechoice'** means the Greater Haven Gateway sub-regional Choice-Based lettings system
- 1.8 **'The Gateway to Homechoice SLA'** means the service level agreement for the time-being in force made between the RP and others, and the Council and others
- 1.9 **'Initial Let'** means the first tenancy of such newly constructed and previously unoccupied Affordable Dwelling
- 1.10 **'Local Connection'** means an individual who immediately before taking up occupation of an Affordable Housing Unit:
- 1.10.1 had his only or principal home in the district of Mid Suffolk for a continuous period of not less than 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;
- 1.10.2 has or a member of whose household has a parent adult child brother or sister whose only principal home is and has been for a continuous period of not less than 2 years in the district of Mid Suffolk and wishes to be near that relative or;
- 1.10.3 is employed in the district of Mid Suffolk on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for 2 years;
- 1.10.4 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 Mid Suffolk for either:
- 1.10.4.1 six months out of the preceding twelve months; or
- 1.10.4.2 three years out of the preceding five years and in either case such period of former residency shall end with the Availability Date.
- 1.11 **'Practical Completion'** means issue of a certificate of practical completion by the Registered Provider's surveyor or in the event that the Affordable Dwellings are constructed by a party other than the Registered Provider the issue of a certificate of practical completion by that other party's surveyor

- 1.12 **'Property'** means the land and dwellings at Former Bacton Middle School, Bacton, Suffolk shown edged red on the plan annexed. [Land upon which Affordable Dwellings are to be constructed only]
- 1.13 **'Protected Person'** means any person who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular in respect of a particular Affordable Dwelling or any former lessee of a Shared Ownership Dwelling who has staircased to 100% of the equity in that Shared Ownership Dwelling;
- 1.14 **'Registered Provider'** 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 111 of that Act
- 1.15 **'the Service Level Agreement'** means the Choice Based Lettings System service level agreement or such other service level agreement for the time being in force made between the Registered Provider and Others (1) and the Council and Others (2)
- 1.16 **'Shared Ownership Dwelling'** means an Affordable Dwelling 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
- 1.17 **'Shared Ownership Lease'** means a lease or sub-lease of an Affordable Dwelling granted at a premium whereby not less than twenty-five percent (25%) and no more than up to seventy percent (70%) of the Open Market Value on first purchase of the legal and equitable interest in the Affordable Dwelling is paid by the tenant 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 tenant to acquire up to 100% of the legal and equitable interest in the Affordable Dwelling at some future date or dates and which lease shall allow a rent to be charged on the remainder of the equitable interest not purchased such rent not to exceed an annual sum calculated at up to 2.75% of the value of the equity retained by the Registered Provider at the date of the grant of the Shared Ownership Lease or such other figure permitted by Homes England from time to time. For any capital receipt received from staircasing between 80 and 100%, such sums to be retained by the RP for investment in Affordable housing within Mid Suffolk District.
- 1.18 **'Tenancy Agreement'** means an affordable rental tenancy agreement in a form prepared by the Registered Provider and containing terms which accord with the form of tenancy agreement being used by the Registered Provider from time to time for its general lettings or a Shared Ownership Lease as the case may be
- 1.19 **'Vacancy Notice'** means a written notice (in a form to be agreed between the Registered Provider and given by the Registered Provider 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 Registered Provider of the expected date on which the construction and fitting out of the Affordable Dwellings will be complete

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

1.20.1 moved to other accommodation either by transfer or decant provided by the Registered Provider

1.20.2 moved to other accommodation under a reciprocal arrangement provided by another Registered Provider

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

1.21 **'Void Notice'** means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider 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

2 **Enabling Provisions**

This Deed is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers

3 **Procedure**

The parties agree that the Service Level Agreement procedure to which they are signatories shall apply to the nomination of persons in respect of the Affordable Dwellings

4 **Initial lets**

The Association hereby grants the Council Nomination rights for 100% of the initial lets and thereafter 100% for voids in relation to the Affordable Rented Dwellings. In relation to the Initial Lets of the Affordable Dwellings the following provisions shall apply

4.1 The Registered Provider shall give the Council not less than four (4) months' written notice of the date when it is anticipated that all the Affordable Dwellings will be ready for occupation

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

5 Voids

Should any Affordable Dwelling become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the Service Level Agreement procedure shall apply

6. Registered Provider Covenants

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

6.1 To ensure the Affordable Dwellings comprised within the Property are used as Affordable Dwellings

6.2 To ensure that the Affordable Dwellings are let on the basis of a Tenancy Agreement at an Affordable Rent or as a Shared Ownership Dwelling and they are all retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

7. Alteration of lists

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

8. 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

9 Transfer to other Registered Provider

The Registered Provider shall use reasonable endeavours to ensure that any Registered Provider to which the Property and Affordable Dwellings erected thereon are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar Deed mutatis mutandis with the Council on completing the transfer of the Property

10 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

nao11 Agreements and declarations

The parties agree:

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

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

11.3 From the date of Practical Completion the Affordable Dwellings shall be let in accordance with the terms of this deed save that the obligations and restrictions contained in this deed shall not be binding on:

11.3.1 any Protected Person or any mortgagee or chargee of the Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or

11.3.2 any Chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; or

11.3.3 any mortgagee and any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor and any successor in title to either of them.

11.4 The Chargee shall prior to seeking to dispose of the Affordable Dwelling(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:

11.4.1 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 Dwelling(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

11.4.2 if the Council does not serve its response to the notice within the said period of one (1) month contained in clause 11.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this deed.

11.4.3 if the Council or any other person cannot within two (2) months of the date of service of its response under clause 11.4.1 secure such transfer then provided that the Chargee shall have complied with its

obligations under clause 11.4 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

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

THE COMMON SEAL OF)
MID SUFFOLK DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Officer

THE COMMON SIGNATURE OF)
THE REGISTERED PROVIDER)
Signature
Position