

PROVIDED FURTHER THAT at all times the rights and obligations in this paragraph 1.11 shall not require the Chargee to act contrary to its duties and rights under the charge or mortgage

Affordable Housing Table

Tenure	Number of Units	Type	Bedspaces and Persons
Affordable Rent <i>14 Total</i>	6	Maisonette	1b2p
	3	Bungalow	2b3p
	4	House	3b5p
	1		4b6p
Shared Ownership <i>6 Total</i>	3	House	2b4p
	3		3b5p

Part 3

Open Space

- 1 The Owner covenants with the District Council as follows:
 - 1.1 to provide the Open Space for use by the general public in perpetuity in accordance with the approved Open Space Scheme and the Planning Permission as agreed by the District Council pursuant to this Part 3 of Schedule 2
 - 1.2 prior to the Commencement of Development to submit the Open Space Scheme in writing to the District Council for written approval
 - 1.3 prior to the Commencement of Development to provide to the District Council the reasonable details of the proposed Management Company its corporate structure, directors and officers (where known) and the mechanism of funding that reasonable demonstrates that the proposed Management Company can carry out the management and maintenance of the Open Space in accordance with the approved Open Space Scheme in perpetuity which may, for the avoidance of doubt, include obligations on each

purchaser of an individual Dwelling to become a member of the Management Company and to pay a fair proportion of the costs of maintaining the Open Space

- 1.4 not to Occupy the first Dwelling ready for residential Occupation unless and until the Open Space Scheme has been approved by the District Council in writing and such approval not to be unreasonably withheld or delayed and if the District Council does not approve the Open Space Scheme within thirty (30) Working Days of receipt the Open Space Scheme would be deemed to be approved by the District Council
- 1.5 not to Occupy 50% of the Dwellings ready for residential Occupation until the Open Space has been delivered
- 1.6 following the landscaping and laying out of the Open Space in accordance with the approved Open Space Scheme, to arrange a meeting with the District Council's Public Realm Department to establish that any necessary works including landscaping laying out and equipment have been satisfactorily carried out, and to carry out any remedial works
- 1.7 to maintain and manage the Open Space to the satisfaction of the District Council's Public Realm Department for a period of eighteen (18) months commencing twenty-eight (28) days following the date of written approval by the District Council's Public Realm Department that the said landscaping laying out and equipment have been satisfactorily completed
- 1.8 following the eighteen (18) months' maintenance period to transfer the Open Space to the Management Company in accordance with this Deed and the Open Space Scheme and 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 maintained and managed in accordance with the Open Space Scheme and the Planning Permission for the benefit of the general public in perpetuity
- 1.9 within fifteen (15) days of the Open Space Transfer to the Management Company, to notify the District Council that the Open Space Transfer has taken place
- 1.10 following the Open Space Transfer to the Management Company, if the Management Company becomes insolvent or unable to perform its duties for reasons beyond their control, to maintain and manage the Open Space in perpetuity in the event no other suitable arrangements can be made, to the reasonable satisfaction of the District Council for the continued maintenance of the Open Space

Part 4
Outdoor Gym Provision

- 1 The Owner covenants with the District Council as follows:
 - 1.1 to provide the Outdoor Gym Specification to the District Council for its approval prior to the Commencement of the Development
 - 1.2 the delivery of the Outdoor Gym shall be in accordance with the Outdoor Gym Specification agreed in writing with the District Council
 - 1.3 the delivery of the Outdoor Gym shall be in accordance with the timetable detailed in the Outdoor Gym Specification and prior to the Occupation of any Dwelling
 - 1.4 to maintain the Outdoor Gym in a safe and effective working order in perpetuity and to replace the Outdoor Gym when necessary unless and until the District Council agrees in writing that the Outdoor Gym or any part of the Outdoor Gym can be removed.

Part 5

LEAP

1. The Owner covenants with the District Council as follows:
 - 1.1 prior to Commencement of the Development to provide the LEAP Specification in writing to the District Council for approval
 - 1.2 to provide the LEAP as detailed in the LEAP Specification and on the part of the Phase 1 College Park POS Areas identified on the Phase 1 POS Plan as agreed by the District Council
 - 1.3 prior to the Occupation of the first (1st) Dwelling to provide the LEAP on the part of the Phase 1 College Park POS Areas identified on the Phase 1 POS Plan as agreed by the District Council for use by the general public at all times in perpetuity

Part 6

Community Facilities Contribution

- 1 The Owner covenants with the District Council to:
 - 1.1 pay 50% of the Community Facilities Contribution to the District Council prior to the Commencement of Development;
 - 1.2 not Commence the Development until it has paid 50% of the Community Facilities Contribution to the District Council;
 - 1.3 pay the balance of the Community Facilities Contribution to the District Council prior to the Occupation of the 30th Dwelling; and
 - 1.4 not allow the 30th Dwelling to be Occupied until it has paid the balance of the Community Facilities Contribution to the District Council

Part 7

Parish Newsletter Contribution

1. The Owner covenants with the District Council to:
 - a. prior to the Occupation of the first (1st) Dwelling to pay the Parish Newsletter Contribution to the Parish Council;
 - b. not allow the first (1st) Dwelling to be Occupied until it has paid the Parish Newsletter Contribution to the Parish Council.

Part 8

Parish Liaison Scheme

1. The Owner covenants with the District Council that:
 - a. prior to Commencement of the Development to submit the Parish Liaison Scheme to the District Council for approval
 - b. for a period of 18 (eighteen) months following Completion of the Development to comply with the Parish Liaison Scheme

SCHEDULE 3

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

Part 1

Education Contributions

- 1 The Owner covenants to pay the full Education Land Contribution to the County Council prior to Occupation of the first (1st) Dwelling
- 2 The Owner covenants not to Occupy any Dwellings until the Education Land Contribution has been paid to the County Council
- 3 The Owner covenants to pay 25% of the Primary Education Contribution BCIS Indexed to the County Council prior to the Commencement of Development
- 4 The Owner covenants not to Commence Development until 25% of the Primary Education Contribution BCIS Indexed has been paid to the County Council
- 5 The Owner covenants to pay 50% of the Primary Education Contribution BCIS Indexed to the County Council prior to Occupation of 30 of the Dwellings
- 6 The Owner covenants not to Occupy 30 Dwellings until 50% of the Primary Education Contribution BCIS Indexed has been paid to the County Council.
- 7 The Owner covenants to pay the remaining 25% of the Primary Education Contribution BCIS Indexed to the County Council prior to the Occupation of 40 of the Dwellings.
- 8 The Owner covenants not to Occupy 40 of the Dwellings until the remaining 25% of the Primary Education Contribution BCIS Indexed has been paid to the County Council
- 9 The Owner covenants to pay 25% of the Early Years Education Contribution BCIS Indexed to the County Council prior to the Commencement of Development
- 10 The Owner covenants not to Commence Development until 25% of the Early Years Education Contribution BCIS Indexed has been paid to the County Council
- 11 The Owner covenants to pay 50% of the Early Years Education Contribution BCIS Indexed to the County Council prior to Occupation of 30 of the Dwellings
- 12 The Owner covenants not to Occupy 30 Dwellings until 50% of the Early Years Education Contribution BCIS Indexed has been paid to the County Council.

- 13 The Owner covenants to pay the remaining 25% of the Early Years Education Contribution BCIS Indexed to the County Council prior to the Occupation of 40 of the Dwellings
- 14 The Owner covenants not to Occupy 40 of the Dwellings until the remaining 25% of the Early Years Education Contribution BCIS Indexed has been paid to the County Council

Part 2

Highway Contribution

- 1 The Owner covenants to pay the Highways Contribution to the County Council prior to the first Occupation of any Dwelling
- 2 The Owner covenants not to Occupy any Dwelling until the Highways Contribution has been paid to the County Council

Part 3

Travel

The Owner hereby covenants with the County Council:

Travel Plan Evaluation and Support Contribution

- 1 The Owner covenants to pay one thousand two hundred pounds (£1,200) RPI Indexed of the Travel Plan Evaluation and Support Contribution to the County Council before first Occupation of the first (1st) Dwelling and thereafter to pay a further one thousand two hundred pounds (£1,200) RPI Indexed of the Travel Plan Evaluation and Support Contribution to the County Council no later than each subsequent anniversary thereafter for a minimum period of five (5) years or until the first anniversary of the Completion of the Development whichever is the longer.
- 2 The Owner covenants not to Occupy (or allow, cause or permit the Occupation of) the 1st Dwelling unless and until one thousand two hundred pounds (£1,200) RPI Indexed of the Travel Plan Evaluation and Support Contribution has been paid to the County Council.

Part 4

TRO Contribution

- 1 The Owner covenants to pay the TRO Contribution to the County Council prior to the Commencement of the Development
- 2 The Owner covenants not to Commence the Development prior to paying the TRO Contribution to the County Council

Part 5

PROW Contribution

- 1 The Owner covenants to pay the PROW Contribution to the County Council prior to the Commencement of the Development
- 2 The Owner covenants not to Commence the Development prior to paying the PROW Contribution to the County Council

Part 6

School Access Land

- 1 The Owner covenants to allow access to the County Council and anyone authorised by the County Council to carry out the School Access Works to the School Access Land after the County Council has given 3 months' written notice to the Owner.
- 2 The Owner covenants to transfer the School Access Land to the County Council for the sum of one pound (£1) within one (1) month of completion of the School Access Works on such terms as may be reasonably agreed including covenants to only use the School Access Land for the School Access Works and use for access only and the Owner and the County Council shall each bear their own legal and administrative costs in respect of the transfer.

SCHEDULE 4

DISTRICT COUNCIL'S COVENANTS

The District Council hereby covenants with the Owner as follows:

- 1 At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 2 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
- 3 The District Council will hold any sums payable under this Deed in an interest-bearing account and at the end of ten (10) years from the date of Completion of Development the District Council shall return to the party who made the payment all money in that account which has not been spent or committed on the intended purpose as specified in this Deed
- 4 The District Council shall use all sums paid under this Deed for the purposes specified in this Deed
- 5 The District Council shall use reasonable endeavours to respond to the Owner's submission of the Open Space Scheme within thirty (30) Working Days of receipt

SCHEDULE 5

COUNTY COUNCIL'S COVENANTS

Part 1

Education Contributions

- 1 The County Council covenants to use or pass on to a third party the Primary Education Contribution towards the construction of the Primary School
- 2 The County Council covenants to use or pass on to a third party the Education Land Contribution towards the costs of the land north of Norton Road in Thurston upon which the Primary School was constructed.
- 3 The County Council covenants to use or pass on to a third party the Early Years Education Contribution for the provision of a new pre-school facility in Thurston serving the Development
- 4 Subject to paragraph 5 of this Part 1 of Schedule 5 of this Deed the County Council shall if requested to do so in writing after the expiry of ten (10) years from the Completion of Development within a further period of one (1) year pay to any person such amount of the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period by any party to this Deed. Such payment shall be made within twenty-eight (28) Working Days of such request
- 5 Where the County Council has transferred the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution received under Part 1 of Schedule 4 of this Deed to a third party, the period of twenty-eight (28) Working Days set out in paragraph 4 of Part 1 of this Schedule 5 shall only commence following receipt by the County Council from the third party of any amount of the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution which has not been committed or expended by the third party.
- 6 Subject to paragraph 7 of this Part 1 of Schedule 5 if any part of the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owners after the expiry of ten (10) years from Completion of Development within a further

period of one (1) year notify the Owners that such monies have been spent or committed such notice to include full details of what the said monies were spent or committed to

- 7 The County Council shall not be required to comply with paragraph 6 of Part 1 of this Schedule 5 until the County Council has received from the third party full details of what the said monies were spent on or committed to by the third party whereafter such notice required by paragraph 6 of Part 1 this Schedule 5 shall be provided by the County Council within twenty-eight (28) Working Days of receipt of full details from the third party

Part 2

Highways Contribution

- 1 The County Council hereby agrees and covenants to utilise the Highways Contribution for the purposes stated in this Deed
- 2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year pay such amounts still held by the County Council of the Highways Contribution paid in accordance with the provisions of this Deed which have not been committed or expended by the County Council in accordance with the provisions of this Deed to the person who made the payment together with any interest accrued on the relevant amounts to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period by any party to this Deed. Such payments shall be made within twenty-eight (28) Working Days of such request
- 3 When the Highways Contribution paid to the County Council pursuant to this Deed have been spent or committed the County Council shall upon further written request by the Owner after the expiry of ten (10) years from the payment of the relevant sum or sums within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

Part 3

TRO Contribution

- 1 The County Council hereby agrees and covenants to utilise the TRO Contribution for the purposes stated in this Deed
- 2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year pay such amounts still held by the County Council of the TRO Contribution paid in accordance with the provisions of this

Deed which have not been committed or expended by the County Council in accordance with the provisions of this Deed to the person who made the payment together with any interest accrued on the relevant amounts to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period by any party to this Deed. Such payments shall be made within twenty-eight (28) Working Days of such request.

- 3 When the TRO Contribution paid to the County Council pursuant to this Deed have been spent or committed the County Council shall upon further written request by the Owner after the expiry of ten (10) years from the payment of the relevant sum or sums within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

Part 4

PROW Contribution

- 1 The County Council hereby agrees and covenants to utilise the PROW Contribution for the purposes stated in this Deed which may include passing on part thereof to the District Council for the purposes of the District Council by agreement with the County Council undertaking any part of those purposes which fall within the District Council's powers.
- 2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year pay such amounts still held by the County Council of the PROW Contribution paid in accordance with the provisions of this Deed which have not been committed or expended by the County Council in accordance with the provisions of this Deed to the person who made the payment together with any interest accrued on the relevant amounts to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period by any party to this Deed. Such payments shall be made within twenty-eight (28) Working Days of such request.
- 3 When the PROW Contribution paid to the County Council pursuant to this Deed have been spent or committed the County Council shall upon further written request by the Owner after the expiry of ten (10) years from Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

Part 5
School Access Land

- 1 The County Council covenants not to commence the School Access Works until three (3) months have passed from the date it has given written notice of its intention to the Owner to commence the School Access Works

SCHEDULE 6

AFFORDABLE HOUSING NOMINATION AGREEMENT

DRAFT DEED OF NOMINATION RIGHTS

is made [enter date at completion]

BETWEEN

(1) **[ENTER NAME OF RP]**

and

(2) **MID SUFFOLK DISTRICT COUNCIL**

Relating to

relating to land to the west of Ixworth Road, Thurston

DC/24/02330

[Enter Date of S106 Agreement:]

Legal Services

Mid Suffolk District Council

Council Offices

Endeavour House

8 Russell Road

Ipswich IP1 2BX

Part I

Provisions relating to Affordable Rent Units – Pages 3 to 11

Part II

Provisions relating to Shared Ownership Units – Pages 11 to 19

DRAFT

THIS DEED OF NOMINATION RIGHTS

is made [enter date at completion]

BETWEEN:

(1) **[Enter name of RP]** whose registered address is **[enter RP'S address]**

(‘the RP’) and

(2) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road Ipswich Suffolk, IP1 2BX

(‘the Council’)

‘the Parties’

Part I - Provisions relating to Affordable Rent Units

1. Definitions

1.1. ‘Affordable Housing’ has the meaning given to it in Annex 2 of the National Planning Policy Framework published in December 2023 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government.

1.2. ‘Affordable Housing Location Plan’ means a document consistent with the provision of Affordable Housing Units pursuant to the Planning Permission detailing the following:

- i) the Affordable Housing Units and their location;

- ii) the number of bedrooms per Dwelling;
- iii) street name and postal address; and
- iv) tenure.

1.3. 'Affordable Housing Unit' means 14 Dwellings (24% of the Dwellings) which shall be Affordable Rent Units (unless otherwise agreed by the Council) and 'Affordable Housing Units' shall be construed accordingly.

1.4. 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable. Rents will be set, and may be adjusted over time, in accordance with the Government's policy for Affordable Rents as set out in the Rent Standard of April 2023 and any subsequent update or such Government policy which may succeed it.

1.5. 'Affordable Rent Unit' means an Affordable Housing Unit made available by a RP as low cost rental accommodation (as defined in Section 69 of the Housing and Regeneration Act 2008).

1.6. 'Allocations Policy' means the policy adopted by the Council which governs households that are eligible to Occupy Affordable Housing, in line with its statutory duties.

1.7. 'Chargee' means any mortgagee or chargee of the RP or any receiver or manager (including an administrative receiver) appointed by such a 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.

1.8. 'Choice Based Lettings Scheme' means the allocation process that the Council has adopted for allocating social housing or any allocation process which may succeed it.

1.9. 'Dwelling' means a dwelling (including a house flat maisonette or bungalow and including both market housing units and Affordable Housing Units) to be constructed pursuant the Planning Permission and 'Dwellings' shall be construed accordingly.

1.10. '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).

1.11. 'Homes England' means the non-departmental public body known as Homes England or any successor organisation who is charged with the function of investing in the provision of Affordable Housing.

1.12. 'Initial Let' means the first tenancy of a newly constructed and previously unoccupied Affordable Rent Unit.

1.13. 'Local Connection' means a connection to the District of Mid Suffolk and as defined in the Allocations Policy.

1.14. 'Local Connection Criteria' means the requirements that need to be met for a Local Connection as set out in the Allocations Policy.

1.15. 'Market Rent' means, in relation to accommodation, an estimate of its market rent inclusive of all service charges at the time the tenancy is granted that is based on a valuation in accordance with a method recognised by the Royal Institution of Chartered Surveyors.

1.16. 'Notice of Practical Completion' means a written notice (in a form to be agreed between the RP and the Council) to be given to the Council within two (2) weeks from the issue date of the certificate of Practical Completion. 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 Units will be complete and ready to let.

1.17. 'Occupation' means the action of living in or using an Affordable Housing Unit as an only and principal home, for the purposes permitted by the Planning Permission, not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display; or occupation in relation to security operations and 'Occupy' and 'Occupied' shall be construed accordingly.

1.18. 'Plan' means the location plan bearing drawing number [insert number] annexed to this deed.

1.19. 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number DC/24/02330 subject to conditions, and also to obligations in the Section 106 (Town and Country Planning Act 1990) agreement dated [insert date].

1.20. 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or, if the Affordable Housing Units are constructed by a party other than the RP, the issue of a certificate of practical completion by that other party's surveyor.

1.21. 'Property' means the land to the west of Ixworth Road, Thurston shown edged red on the Plan.

1.22. 'Registered Provider' or '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 the Regulator of Social Housing under Chapter III of that Act. For the avoidance of doubt this could also include the Council under the Housing Act 1985.

1.23. 'Rent Standard' means the Government's Policy Statement on rents for social housing updated in April 2023, and any subsequent update or policy which may succeed it.

1.24. '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 and the Council.

1.25. 'Tenancy Agreement' means a contract in a form prepared by the RP which sets out the legal terms and conditions of the tenancy, and which conforms with the requirements of the Tenancy Standard.

1.26. 'Tenancy Standard' means the Government's standards in respect of the letting of Affordable Housing published on 1 April 2012, as updated, and any such Government policy which may succeed it.

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

- 1) moved to other accommodation due to a temporary decant provided by the RP;
- 2) moved to other accommodation under a reciprocal arrangement between the Council or RP and another Council or RP; or
- 3) moved to other accommodation by way of a mutual exchange.

and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of the new tenancy.

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 Service Level Agreement procedure to which they are signatories as part of the Gateway to Homechoice, Choice Based Lettings Scheme (or any such successor) and the Local Connection Criteria therein shall apply to the nomination of persons in respect of the Affordable Rent Units.

4. Initial Let

In relation to the Initial Let of any Affordable Rent Unit, the following provisions will apply:

- 1) the RP shall give the Council not less than twelve (12) weeks' written notice of the date when the Affordable Rent Units will be ready for occupation; and
- 2) the RP shall serve Notice of Practical Completion upon the Council within two (2) weeks of the date of a certificate of Practical Completion being issued; and
- 3) the Initial Let will be let in accordance with the SLA.

5. Voids

Should any Affordable Rent Unit become a Void after the Initial Let, or the RP has reasonable cause to believe it will become a Void, then it will be let in accordance with the SLA.

6. RP covenants

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

- 1) To ensure that each of the Affordable Rent Units that are acquired by the RP are Occupied as Affordable Housing Units.
- 2) To ensure that each of the Affordable Rent Units that are acquired by the RP are let to households with a Local Connection (unless otherwise agreed in writing with the Council and subject to the remaining terms of this deed).
- 3) To ensure that a Tenancy Agreement at an Affordable Rent is retained and managed by the RP.

- 4) To submit an Affordable Housing Location Plan to the Council not less than one (1) month in advance of the date when the first of the Affordable Rent Units will be ready for Occupation.

7. Variation of nomination rights

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

8. Notices

Any notice required to be served hereunder shall be sufficiently served on the Parties at the address indicated below or such other address notified by one party to the other in writing 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 on which such notice was transmitted by the party serving the notice or, if served after 4.30 pm, one (1) working day after electronic mailing.

The Council	Director for Housing, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX or by email: [enter email address]
The Registered Provider	As per the address provided at the beginning of this deed or by email: [enter email address]

9. Transfer to other RPs

The RP shall use reasonable endeavours to ensure that any RP to which the Property and Affordable Housing Units erected thereon are transferred (other 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 (or other such successor scheme) simultaneously 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 or relevant body on the application of either party.

11. 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 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

11.3. From the issue date of a certificate of Practical Completion of each of the Affordable Rent Units acquired by the RP, the Affordable Rent Units 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 Chargee of the whole or any part of the Affordable Rent Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

11.3.1.1. Such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall use reasonable endeavours over a period of three (3) months beginning on the date of the written notice to complete a disposal of the Affordable Housing Units to another RP or to the Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

11.3.1.2. if such disposal has not completed within the three (3) month period and the Chargee has met its obligations in Clause 11.3.1.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions in this deed which provisions shall determine absolutely.

11.3.2 Any tenant that:

11.3.2.1 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

11.3.2.2 is a successor in title to the above; or any person or body deriving title through or from any of the parties mentioned in this Clause 11.3.

Part II – Provisions relating to Shared Ownership Units

1. Definitions

- 1.1 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework published in December 2023 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government.
- 1.2 'Affordable Housing Location Plan' means a document consistent with the provision of Affordable Housing Units pursuant to the Planning Permission detailing the following:
- i) the Affordable Housing Units and their location;
 - ii) the number of bedrooms per Dwelling;
 - iii) street name and postal address; and
 - iv) tenure.
- 1.3 'Affordable Housing Unit' means 6 Dwellings (10% of the Dwellings) which shall be Shared Ownership Units (unless otherwise agreed by the Council) and 'Affordable Housing Units' shall be construed accordingly.
- 1.4 'Capital Funding Guide' means the rules and procedures for all providers delivering Affordable Housing through one of Homes England's affordable homes programmes and any successor guidance fulfilling the same function.
- 1.5 'Chargee' means any mortgagee or chargee of the RP, or any receiver or manager (including an administrative receiver) appointed by such a 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.
- 1.6 'Dwelling' means a dwelling (including a house flat maisonette or bungalow and including both market housing units and Affordable Housing Units) to be constructed pursuant the Planning Permission and 'Dwellings' shall be construed accordingly.
- 1.7 'Homes England' means the non-departmental public body known as Homes England or any successor organisation who is charged with the function of investing in the provision of Affordable Housing.

- 1.8 'Initial Purchase' means the initial equity purchase representing the first sale of the Shared Ownership Unit.
- 1.9 'Local Connection' means a connection to the District of Mid Suffolk and as defined in the Local Connection Criteria.
- 1.10 'Local Connection Criteria' means the requirements that need to be met by an individual for a Local Connection as follows (for the avoidance of doubt, this is not in priority order):
- (i) Their only or principal home is within the administrative boundaries of the District in which the property is located; or
 - (ii) They were placed in specialised housing which is not available in the relevant District but had a local connection to the relevant District previously through residence; or
 - (iii) They (not a member of their household) are in permanent paid work within the District in which the property is located; or
 - (iv) They have a son, daughter, brother, sister, mother or father, who is aged 18 or over and lives in the administrative area of the District and has done so for at least five years; or
 - (v) They are a homeless care leaver aged 18 – 20 who have been looked after by Suffolk County Council and were looked after within the District in which the property is located; or
 - (vi) They are serving in the regular armed forces of the Crown or who has served in the regular armed forces of the Crown within five years of the date of the purchase of the Shared Ownership Unit; or
 - (vii) The main or joint applicant has recently ceased or will cease to be entitled to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner, where the spouse or civil partner has served in the regular forces and their death was attributable (wholly or partly) to that service; or
 - (viii) The main or joint applicant is serving or has served in the reserve forces and is suffering from a serious injury, illness or disability which is attributable whether wholly or partly to that service; or
 - (ix) Spouses and civil partners who are required to leave accommodation provided by the Ministry of Defence following a breakdown in their relationship with their Service spouse or partner.
- 1.11 'Occupation' means the action of living in or using an Affordable Housing Unit as an only and principal home, for the purposes permitted by the Planning Permission, not including occupation

by personnel engaged in construction, fitting out, decoration, marketing or display; or occupation in relation to security operations and 'Occupy' and 'Occupied' shall be construed accordingly.

- 1.12 'Plan' means the location plan bearing drawing number [insert number] annexed to this deed.
- 1.13 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number DC/24/02330 subject to conditions, and also to obligations in the section 106 (Town and Country Planning Act 1990) agreement dated [insert date].
- 1.14 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or, if the Affordable Housing Units are constructed by a party other than the RP, the issue of a certificate of practical completion by that other party's surveyor.
- 1.15 'Property' means the land to the west of Ixworth Road, Thurston shown edged red on the Plan.
- 1.16 'Registered Provider' or '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 the Regulator of Social Housing under Chapter III of that Act. For the avoidance of doubt this could also include the Council under the Housing Act 1985.
- 1.17 'Shared Ownership Lease' means a lease in a form approved by Homes England or where there is no such lease in a form approved by the Council to provide:
- (a) not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be sold to the purchaser on an Initial Purchase;
 - (b) an option for the purchaser to increase their ownership up to 100% by Staircasing 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.

- 1.18 'Shared Ownership Unit' means an Affordable Housing Unit sold subject to a Shared Ownership Lease and in accordance with the procedure set out in this deed to an individual who meets the Local Connection Criteria, and 'Shared Ownership Units' shall be construed accordingly.
- 1.19 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Unit, as set out in the Shared Ownership Lease for that Affordable Housing Unit, and as detailed in the Capital Funding Guide published by Homes England and any other publication that supersedes it.

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:

- (i) The Shared Ownership Units shall be sold subject to a Shared Ownership Lease.
- (ii) The RP shall be responsible for assessing potential purchasers.
- (iii) The Shared Ownership Units shall only be sold to applicants with a gross household income of less than £80,000 and otherwise unable to purchase a suitable property for their housing needs on the open market, along with any other eligibility restrictions set out in the Capital Funding Guide (as amended).
- (iv) In respect of the Initial Purchase, each Shared Ownership Unit will, for a period of eight (8) weeks, only be available to purchase by individuals who meet the Local Connection Criteria. If a sale has not been agreed following eight (8) weeks of marketing, the Local Connection Criteria (only) can be waived.
- (v) In respect of future re-sales, each Shared Ownership Unit will, for a period of four (4) weeks, only be available to purchase by individuals who meet the Local Connection Criteria. If a sale has not been agreed following four (4) weeks of marketing, the Local Connection Criteria (only) can be waived.

4. RP covenants

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

- 1) To ensure that each of the Affordable Shared Ownership Units that are acquired by the RP are Occupied as Affordable Housing Units.
- 2) To submit an Affordable Housing Location Plan to the Council not less than one (1) month in advance of the date when the first of the Affordable Shared Ownership Units will be ready for Occupation.
- 3) To conduct an assessment of potential Shared Ownership purchasers, prior to purchase and in line with the Capital Funding Guide, to ensure that they meet all eligibility criteria, to assess what share they can afford and to ensure that the purchase is affordable and sustainable for the purchaser.

5. Variation of nomination rights

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

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the Parties at the address indicated below or such other address notified by one party to the other in writing 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 on which such notice was transmitted by the party serving the notice or, if served after 4.30 pm, one (1) working day after electronic mailing.

The Council	Director for Housing, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX or by email: [enter email address]
The Registered Provider	As per the address provided at the beginning of this deed or by email: [enter email address]

7. Transfer to other RPs

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

8. 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 or relevant body on the application of either party.

9. Agreements and declarations

The Parties agree:

9.1 Nothing in this deed fetters or restricts the exercise by the Council of any of its powers.

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

9.3 From the issue date of a certificate of Practical Completion of each of the Affordable Housing Units acquired by the RP, the Affordable Housing Units shall be purchased in accordance with the terms of this deed, save that the obligations and restrictions contained in this deed shall not be binding on:

9.3.1 any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

9.3.1.1 Such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall use reasonable endeavours over a period of three (3) months beginning on the date of the written notice to complete a disposal of the Affordable Housing Units to another RP or to the Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

9.3.1.2 if such disposal has not completed within the three (3) month period and the Chargee has met its obligations in Clause 9.3.1.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions in this deed which provisions shall determine absolutely.

9.3.2 Any tenant that:

9.3.2.1 has been granted a Shared Ownership Lease by a RP (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the RP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the RP all remaining shares so that the tenant owns the Affordable Housing Unit outright.

9.3.2.2 is a successor in title to the above; or any person or body deriving title through or from any of the parties mentioned in this Clause 9.3.

10. Capital Receipts from Staircasing

Subject to Homes England funding requirements, any capital receipts received by the RP for shares sold between 81% and 100% must be reinvested in additional Affordable Housing Units within the District of Mid Suffolk within five (5) years of receipt. Any capital receipts not reinvested within five years may be spent on Affordable Housing outside of the District of Mid Suffolk

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

Signatories:

Mid Suffolk District Council

Registered Provider

Appendix 1

Affordable Housing Layout Plan

Open Space Plan

Phase 1 POS Plan

Location Plan

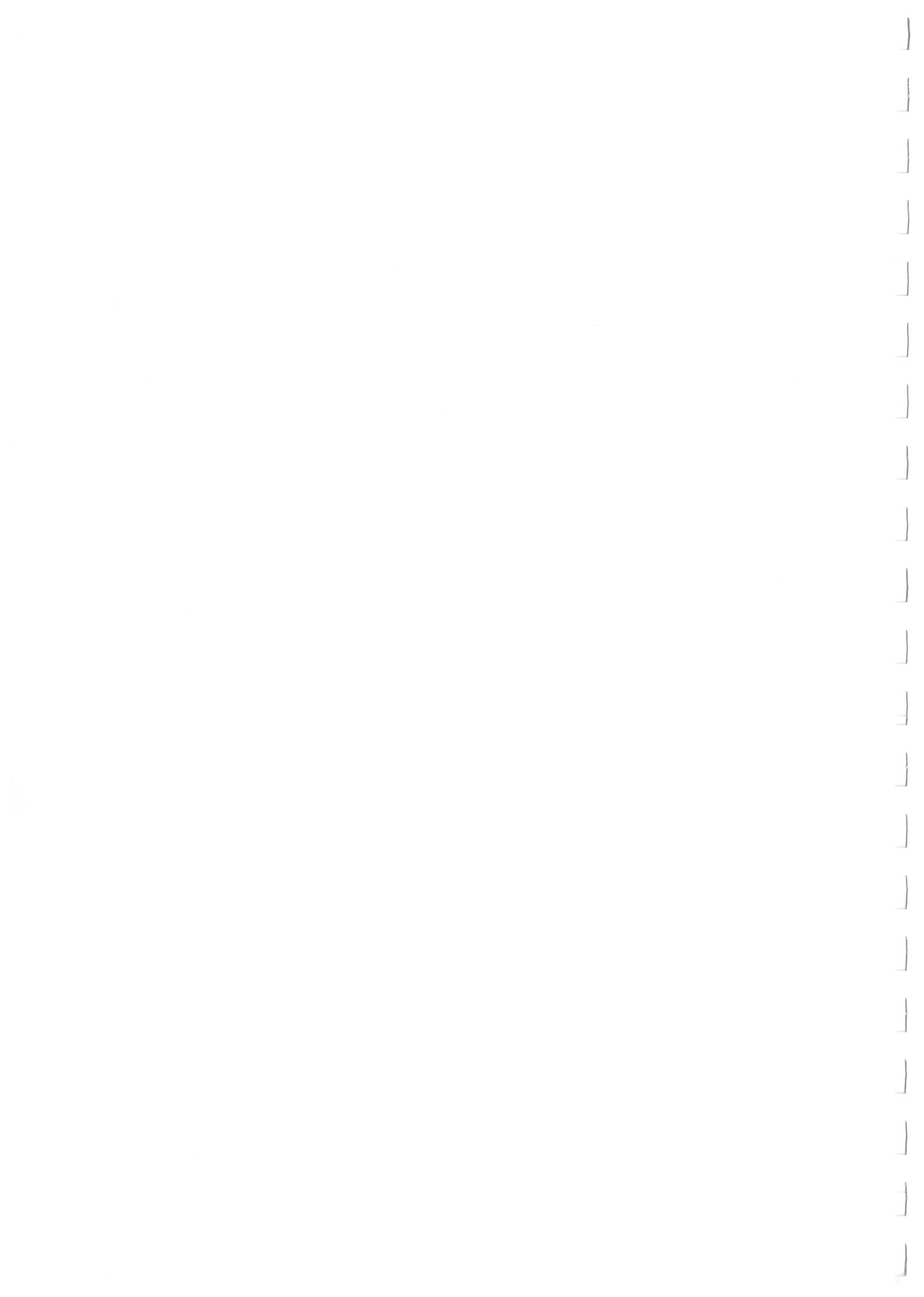
School Access Land Plan

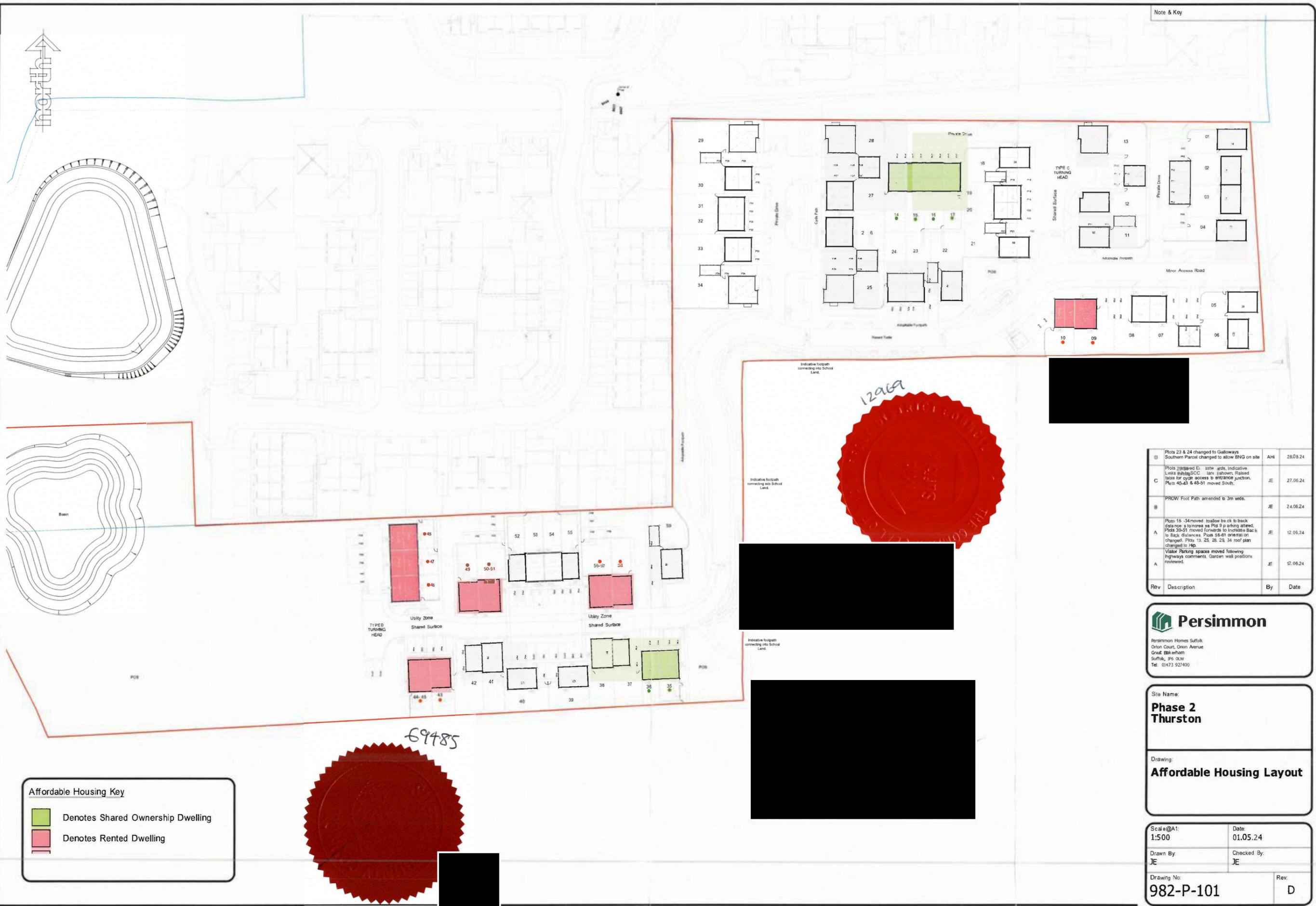
Discounted Market Housing Certificates:

Form 1: Sale Agreed

Form 2: Eligibility Declaration Form

Form 3: Post-Completion





Affordable Housing Key

- Denotes Shared Ownership Dwelling
- Denotes Rented Dwelling

Rev	Description	By	Date
0	Plots 23 & 24 changed to Gullows Southern Parcel changed to allow BNG on site	AH	28.05.24
1	Plots 18-34 moved to allow back to back distance to increase as Plot 5 parking aligned. Plots 35-51 moved forwards to increase back to back distance. Plot 58-61 orientate on changed. Plots 13, 25, 28, 29, 34 roof plan changed to 1:10.	JE	27.05.24
2	PROW Foot Path amended to 3m wide.	JE	24.06.24
3	Plots 18-34 moved to allow back to back distance to increase as Plot 5 parking aligned. Plots 35-51 moved forwards to increase back to back distance. Plot 58-61 orientate on changed. Plots 13, 25, 28, 29, 34 roof plan changed to 1:10.	JE	12.08.24
4	Visitor Parking spaces moved following Highways comments. Garden wall positions reviewed.	JE	12.08.24

Persimmon
 Persimmon Homes Suffolk
 Orion Court, Orion Avenue
 Great Bitterham
 Suffolk, IP6 0LW
 Tel: 01473 927400

Site Name:
**Phase 2
 Thurston**

Drawing:
Affordable Housing Layout

Scale@A1: 1:500	Date: 01.05.24
Drawn By: JE	Checked By: JE
Drawing No: 982-P-101	Rev: D



Note & Key

- Adoptions Key:**
- PROPOSED HIGHWAY FOR ADOPTION AS PART OF SECTION 38
 - TO BE ADOPTED BY MANAGEMENT COMPANY
 - PROPOSED HIGHWAY SWALE FOR ADOPTION AS PART OF SECTION 38



Rev	Description	By	Date
D	Plots 23 & 24 changed to gateways Southern Parcel changed to allow BNG on site	AH	28.08.24
C	Plots 29-34 moved Eastwards Indecise Links through to SCC land shown. Raised side for cycle access to entrance junction. Plots 40-43 & 48-51 moved South.	JE	27.06.24
B	PROW Foot Path amended to 3m wide.	JE	24.05.24
A	Plots 18-34 moved to allow back to back distances to increase. Plot 9 parking altered. Plots 39-51 moved towards fence see Back to Back distances. Plots 58-60 revert to in changed. Plots 13, 25, 28, 29, 34 roof plan changed 1 to 1/2.	JE	12.06.24
A	Visitor Parking spaces moved following highways comments. Garden wall positions reversed.	JE	02.06.24

Persimmon
 Persimmon Homes Suffolk
 Orion Court, Orion Avenue
 Great Blakenham
 Suffolk, IP6 0LW
 Tel: 01473 927400

Site Name:
**Ixworth Road
 Thurston Phase 2
 Suffolk**

Drawing
Adoption Plan

Scale @ A1: 1:625	Date: 08.05.28
Drawn By: AH1	Checked By: JE
Drawing No: 982-P-110	Rev: D

