


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

relating to Land adjacent to Mill Farm, Thomas  
Avenue, Trimley St Mary, Suffolk.

Dated: 3<sup>rd</sup> February

3  
2021 

EAST SUFFOLK COUNCIL (1)

AND

SUFFOLK COUNTY COUNCIL (2)

AND

THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY  
WITHIN THE TOWN AND UNIVERSITY OF CAMBRIDGE OF KING HENRY THE EIGHT'S FOUNDATION (3)

AND

MATTHEW HOMES LIMITED (4)

REF DC/22/0991/FUL

DATE

3<sup>rd</sup> February

202~~2~~<sup>3</sup>

## **PARTIES**

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road Melton Suffolk IP12 1RT ("the Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX ("the County Council")
- (3) **THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY WITHIN THE TOWN AND UNIVERSITY OF CAMBRIDGE OF KING HENRY THE EIGHTH'S FOUNDATION** of The Bursary, Trinity College, Trinity Street, Cambridge CB2 1TQ and of [property@trin.cam.ac.uk](mailto:property@trin.cam.ac.uk) ("the Owner")
- (4) **MATTHEW HOMES LIMITED** of Pendragon House 65 London Road St Albans AL1 1LJ ("the Developer")

## **INTRODUCTION**

1. The Council is the 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.
2. The County Council is a local planning authority for the purposes of the Act and the Highway Authority and Local Education Authority for the area in which the Site is located and by whom the obligations in this Deed are enforceable.
3. The Application was submitted to the Council for the Development.
4. The Council resolved to grant the Planning permission subject to prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
5. The Owner is the freehold owner of the Site under Land Registry title number SK321952
6. The Developer has entered into a contract conditional on planning for the Site dated 11 February 2022 with the Owner and submitted the Application to the Council for the Planning Permission.
7. The Site lies within the area to which the Local Plan applies. The Council 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 parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

## **OPERATIVE PART**

### **1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings and shall be read in conjunction with the definitions set out in the Third Schedule:

"Act"

the Town and Country Planning Act 1990 as amended;

<b>"Application"</b>	the application for full planning permission validated by the Council on 10 March 2022 for the Development and allocated reference number DC/22/0991/FUL;
<b>"Commencement of Development"</b>	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of 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, site clearance, erection of any temporary means of enclosure, temporary access for construction works, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
<b>"Consumer Prices Index"</b>	the consumer prices index published by the Central Government or any subsequent indices replacing the same;
<b>"Development"</b>	the development of the Site for Erection of 50 dwellings with associated landscaping, open space, access, drainage and parking;
<b>"Dwelling"</b>	any dwelling (including a house bungalow flat or maisonette) to be constructed pursuant to the Planning Permission;
<b>"Index"</b>	All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or any subsequent indices of the same;
<b>"Index Linked"</b>	means the increase in any sum referred to in this Deed by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 11 of this Deed;
<b>"Interest"</b>	interest at four per cent above the base lending rate of the Bank of England from time to time;
<b>"Local Plan"</b>	the East Suffolk Council – Suffolk Coastal Local Plan adopted 23 September 2020;



**"Occupation" and "Occupied"**

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

**"Plan"**

the plan labelled "Location Plan" attached to this Deed;

**"Planning Permission"**

The full planning permission subject to conditions to be granted by the Council pursuant to the Application substantially as set out in the draft annexed to the Second Schedule;

**"Section 73 Consent"**

means a planning permission granted pursuant to Section 73 of the TCPA 1990 which varies and./or removes any condition(s) subject to which the Planning Permission and/or any subsequent planning permission pursuant to Section 73 of the TCPA 1990 was granted;

**"Section 106 Officer"**

the officer so designated by the Council and any notice required to be served on the Section 106 Officer must be sent or delivered to the Council at the address aforesaid marked for the attention of the Section 106 Officer;

**"Site"**

the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Plan;

**"Working Days"**

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

**2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause or paragraph of or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

# Land South of Thurmans Lane, Trimley St Mary



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- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive 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 Directive or deriving validity from it.
- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory function.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party as set out below:
- (i) Council: as given in this Deed; and
  - (ii) County Council: as given in this Deed; and
  - (iii) Owner: as given in this Deed; and
  - (iv) Developer: as given in this Deed.

### **3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council and the County Council as local planning authority against the Owner and its successors in title.
- 3.3 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

### **4. CONDITIONALITY**

- 4.1 The obligations set out within this Deed are conditional upon:
- (i) the grant of the Planning Permission; and
  - (ii) the Commencement of Development.
- 4.2 The provisions set out in clauses 8.14, 8.15 and 16 this Deed shall take effect immediately upon completion of this Deed.

**5. THE OWNERS COVENANTS**

- 5.1 The Owner hereby covenants with the Council as set out in the Third Schedule so as to bind the Site and each and every part thereof.
- 5.2 The Owner hereby covenants with the County Council as set out in the Fourth Schedule so as to bind the Site and each and every part thereof.
- 5.3 The Owner warrants to the Council and the County Council it is the freehold owner of the Site and has the capacity to enter into this Deed.

**6. THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner as set out in the Fifth Schedule.

**7. THE COUNTY COUNCIL COVENANTS**

- 7.1 The County Council hereby covenants with the Owner as set out in the Sixth Schedule

**8. MISCELLANEOUS**

- 8.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.2 This Deed shall be registrable as a local land charge by the Council.
- 8.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed, such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services (or the officer of the Council fulfilling such functions) or officer acting under his hand and given on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 8.4 Following the performance and satisfaction of all the obligations contained in this Deed the 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.
- 8.5 Insofar as any clause or paragraph of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its interest in the Site or that part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.8 This Deed shall not be enforceable against an individual purchaser or owner-occupier or tenant of a Dwelling (except in respect of Paragraph 4 of the Third Schedule) constructed pursuant to



the Planning Permission or any mortgagee or chargee of any individual purchaser, owner-occupier or tenant of a Dwelling or any person deriving title from any such person.

- 8.9 Nothing in this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications drainage or highways in connection with the Development of the Site.
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) before or after the date of this Deed.
- 8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its function as a local authority.
- 8.12 The Owner covenants from the date that this Deed takes effect to allow the Council or the County Council and its respectively duly authorised officers or agents at all reasonable times with not less than 3 Working Days' notice in writing and subject to compliance with health and safety requirements to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.
- 8.13 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council or the County Council.
- 8.14 The Developer covenants to pay the Council's and the County Council's reasonable and proper legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed.
- 8.15 The Developer covenants to pay the Council's monitoring fee of £1224 on completion of this Deed
- 8.16 The Developer covenants to pay the County Council's monitoring fee of £412 on completion of this Deed
- 8.17 Unless otherwise agreed between the Parties if a Section 73 Consent is granted by the Council (or the Secretary of State) in relation to the Development, then with effect from the date that each such Section 73 Consent is granted:
- (a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Consents and the Site itself without any further act by the Parties;
- (b) the definitions of Development, Application and Planning Permission in this Deed shall be constructed to include reference to any applications under Section 73 of the Act, the Section 73 Consent granted pursuant to any such application and the development permitted by such Section 73 Consents

PROVIDED THAT

- (i) nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act;



(ii) to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 is granted they shall remain discharged for the purposes of the Section 73 Consent; and

(iii) if the Council considers that the obligations contained in this Deed shall be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations.

**9. WAIVER**

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

**10. CHANGE IN OWNERSHIP**

The Owner agrees with the Council and the County Council to give each of them independently written notice within fourteen days (14) of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice quoting the Council's reference DC/22/0991/FUL giving details of the transferee's full name and registered office (if a company) or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan and the title number or numbers thereof.

**11. INDEXATION**

Any sum referred to in the Third Schedule and the Fourth Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index (as the context dictates) 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:

11.1 A is the sum payable under this Deed;

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

11.3 C is the Index or RPI Index (as the context dictates) for the month two (2) months before the date on which the sum is payable;

11.4 D is the Index or RPI Index (as the context dictates) for the month two (2) months before the date of this Deed; and

11.5 C/D is greater than one.

**12. INTEREST**

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

**13. VAT**

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

## **14. DISPUTE PROVISIONS**

- 14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall, if the dispute cannot be resolved amicably between the relevant Parties within 20 Working Days of written notification of the said dispute, be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.
- 14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him, within ten Working Days of notification of his appointment, written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.
- 14.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

## **15. JURISDICTION**

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

## **16. DELIVERY**

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



## **FIRST SCHEDULE**

### **Details of the Owner's Title, and Description of the Site**

The freehold land adjacent to Mill Farm Thomas Avenue Trimley St Mary Suffolk within registered title number SK321952 shown edged red for indicative purposes only on the Plan and known as the Site.

**SECOND SCHEDULE**  
**Details of the Application**

Application Number	DC/22/0991/FUL
Application Type	Full Application
Date Validated	10 March 2022
Location	Land Adjacent to Mill Farm Thomas Avenue Trimley St Mary Suffolk
Proposal	Erection of 50 dwellings with associated landscaping, open space, access, drainage and parking



## Draft Planning Permission



[REDACTED]  
Pegasus Group  
Suite 4  
Pioneer House  
Vision Park  
Histon  
Cambridge  
CB24 9NL

## Planning Permission

**Town and Country Planning Act 1990**

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

<b>Our reference</b>	DC/22/0991/FUL
<b>Date valid</b>	10 March 2022
<b>Site</b>	Land Adjacent To Mill Farm , Thomas Avenue, Trimley St Mary
<b>Parish</b>	Trimley St Mary
<b>Proposal</b>	Erection of 50 dwellings with associated landscaping, open space, access, drainage and parking

Permission is hereby **granted** by East Suffolk Council as local planning authority for the purposes of the Town and Country Planning Act 1990, for development in complete accordance with the application shown above, the plan(s) and information contained in the application, and subject to compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

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

SCLP3.1 - Strategy for Growth (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP3.2 - Settlement Hierarchy (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

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SCLP3.3 - Settlement Boundaries (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP3.5 - Infrastructure Provision (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP5.1 - Housing Development in Large Villages (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP5.8 - Housing Mix (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP5.10 - Affordable Housing on Residential Developments (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP7.1 - Sustainable Transport (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP7.2 - Parking Proposals and Standards (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP8.2 - Open Space (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.2 - Sustainable Construction (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.5 - Flood Risk (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.6 - Sustainable Drainage Systems (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP9.7 - Holistic Water Management (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.1 - Biodiversity and Geodiversity (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.2 - Visitor Management of European Sites (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP10.3 - Environmental Quality (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

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SCLP10.4 - Landscape Character (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.1 - Design Quality (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.2 - Residential Amenity (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.3 - Historic Environment (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.4 - Listed Buildings (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP11.7 - Archaeology (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

#### Conditions:

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

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

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

Drwg. No. LP 01 A received 10.03.2022;

Drwg. Nos. SL.01 F, HLP.01 F and STORAGE.02.pe B received 01.09.2022;

and the following plans received 01.08.2022:

AHL.01 B, BDLM.01 B, RCP.01 B, PP.01 B, PM.01 B, POS.01 B, FB-A.e B, FB-A.P1 B, FB-A.P2 B, FB-A.P3 B, HT-2B4P.e B, HT-2B4P.p B, HT-2B4P-MID.e B, HT-2B4P-MID.p B, HT-3B5P.e1 B, HT-3B5P.p B, HT-3B5P-MID.pe A, HT.766.e B, HT.766M4(2).p B, HT.966-M4(2).p B, HT.966-2.e B, HT.966.p B, HT.966-M4(2)-2e B, HT.1136.e B, HT.1136.p B, HT-1102.e B, HT-1102 M4 (2).p B, HT.1102.p B, HT.1102M4(2).e B, HT-1319.e B, HT-1319.p B, HT-1319-B.e B, HT-1319-B.p B, HT-1424.e B, HT-1424.p B, P.9-11.e A, P.9-11.p A, STORAGE.01.pe B, GAR.01.pe B, GAR.02.pe B, GAR.03.pe A, MAT22825-11 sheet 1 B, MAT22825-11 sheet 2 B, MAT22825-11 sheet 3 B, MAT22825 man A, MAT22825spec (received 10.03.2022), MAT22825-03 A and MAT22825aia\_ams A

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

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

3. Details of all external facing and roofing materials shall be submitted to and approved by the Local Planning Authority before development commences above DPC level. Development shall be carried out in accordance with the approved details.

Reason: To ensure the satisfactory external appearance of the development.

4. Before the access is first used, vehicular visibility splays shall be provided as shown on Drawing No. 66201675-SWE-ZZ-XX-DR-C-0150, Rev. P03 and thereafter retained in the specified form. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no obstruction to visibility shall be erected, constructed, planted or permitted to grow over 0.6 metres high within the areas of the visibility splays.

Reason: To ensure drivers of vehicles entering the highway have sufficient visibility to manoeuvre safely including giving way to approaching users of the highway without them having to take avoiding action and to ensure drivers of vehicles on the public highway have sufficient warning of a vehicle emerging in order to take avoiding action, if necessary.

5. No other part of the development hereby permitted shall be commenced until the new main access road connected to Thomas Avenue has been laid out and completed at least to base course and footways suitable for users in accordance with Drawing No. HLP.01, Rev. F, with a minimum width of 5.5 metres measured from the nearside edge of the metalled carriageway. Thereafter it shall be retained in its approved form.

Reason: To ensure the access is laid out and completed to an acceptable design in the interests of the safety of persons using the access and users of the highway.

6. The use shall not commence until the infrastructure within the site shown on Drawing No. 66201675-SWE-ZZ-XX-RP-C-001, Rev. 04 for the purposes of preventing surface water falling onto the highway and it being discharged appropriately within the site has been provided and thereafter the infrastructure shall be retained, maintained, and used for no other purposes.

Reason: To prevent hazards caused by flowing water or ice on the highway.

7. Prior to first occupation of each dwelling, the parking spaces serving that dwelling shall be constructed in accordance with Drawing No. HLP.01, Rev. F and Document Ref. 66202530-

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SWE-ZZ-XX-RP-TP-0003, Rev. 01. Thereafter that area(s) shall be retained and used for no other purposes.

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

8. Before the development is commenced, details of the infrastructure to be provided for electric vehicle charging points shall be submitted to and approved in writing by the Local Planning Authority. The approved infrastructure serving a dwelling shall be put in place for use prior to occupation of that dwelling and shall be retained thereafter and used for no other purpose.

Reason: In the interests of sustainable travel provision and compliance with Local Plan Sustainable Transport Policies.

9. Prior to first occupation of each dwelling, secure cycle storage to serve that dwelling shall be constructed in accordance with Drawing No's. HLP.01, Rev. F, Storage.01.pe, Rev B and Storage.02.pe, Rev. B. Thereafter the area(s) shall be retained, maintained, and used for no other purposes.

Reason: To ensure that sufficient areas for secure cycle storage are provided in accordance with Suffolk Guidance for Parking (2019) to promote sustainable travel.

10. Before the development is occupied, details of the areas to be provided for the storage and presentation for collection/emptying of refuse and recycling bins shall be submitted to and approved in writing by the Local Planning Authority. The approved bin storage and presentation/collection area shall be provided for each dwelling prior to its first occupation and shall be retained thereafter for no other purpose.

Reason: To ensure that space is provided for refuse and recycling bins to be stored and presented for emptying and left by operatives after emptying clear of the highway and access to avoid causing obstruction and dangers for the public using the highway.

11. Prior to the first occupation of the new development the highway improvements detailed on submitted Drawing No. HLP.01, Rev. F shall be carried out in complete accordance with the approved drawing, where practicable.

Reason: To promote and facilitate access to sustainable transport modes and to provide safe and suitable access for all users in accordance with NPPF (July 2021) Para. 110 and Para. 112.

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

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

13. No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least Binder course level or better in accordance with the approved details.

Reason: In the interests of highway safety to ensure that satisfactory access is provided for the safety of residents and the public.

14. Before the development hereby permitted is commenced a Construction Management Plan shall have been submitted to and approved in writing by the Local Planning Authority. Construction of the development shall not be carried out other than in accordance with the approved plan.

The Construction Management Plan shall include the following matters:

- a) Parking and turning for vehicles of site personnel, operatives and visitors;
- b) Loading and unloading of plant and materials;
- c) Piling techniques (if applicable);
- d) Storage of plant and materials;
- e) Provision and use of wheel washing facilities;
- f) Programme of site and all associated works such as utilities including details of traffic management necessary to undertake these works;
- g) Site working and delivery times;
- h) A communications plan to inform local residents of the program of works;
- i) Provision of boundary hoarding and lighting;
- j) Details of proposed means of dust suppression;
- k) Details of measures to prevent mud from vehicles leaving the site during construction;
- l) Haul routes for construction traffic on the highway network;
- m) Monitoring and review mechanisms and;
- n) Details of deliveries times to the site during construction phase.
- o) Deliveries management plan including HGV routes to and from the site.

The Construction Management Plan should also contain information on how noise will be controlled so as to avoid annoyance to occupiers of neighbouring properties. Examples of measures to be included are:

- i) Good practice procedures as set out in B55228:2014,
- ii) Best Practicable Means (BPM) as defined in Section 72, of the Control of Pollution Act 1974 (COPA),

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- iii) Careful location of plant to ensure any potentially noisy plant is kept away from the site boundary as far as possible,
- iv) Careful selection of construction plant, ensuring equipment with the minimum power rating possible is used, and that all engine driven equipment is fitted with a suitable silencer,
- v) Regular maintenance of plant and equipment to ensure optimal efficiency and quietness,
- vi) Training of construction staff where appropriate to ensure that plant and equipment is used effectively for minimum periods,
- vii) If identified as necessary, the use of localised hoarding or enclosures around specific items of plant or machinery to limit noise breakout especially when working close to the boundary.

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

15. No part of the development shall commence until a photographic condition survey of Thomas Avenue from the site entrance up to and including the junction with Faulkners Way has been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of highway safety, to ensure that damage to the highway as a result of the development is repaired at the developer's cost and satisfactory access is maintained for the safety of residents and the public.

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

Reason: In the interest of sustainable development as set out in the NPPF, and policy SCLP7.1.

17. Prior to any occupation of 50% of the dwellings hereby permitted the existing footway on the north side of Thomas Avenue (between the boundary of the site and Faulkners Way, as shown on Drwg. No. 66201675-SWE-ZZ-XX-DR-C-0190 Rev P01) shall be widened to an integrated footway and cycleway in accordance with details to be first agreed with Suffolk County Council as Highway Authority.

Reason: To promote and facilitate access to sustainable transport modes, to ensure that the improvements are designed and constructed to an appropriate specification and to provide safe and suitable access for all users in accordance with NPPF (July 2021) Para. 110 and Para.

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POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



112 and made available for use at an appropriate time in the interests of access to sustainable transport.

18. Prior to the occupation of the new development the local bus stops shall be improved to provide two (2) number Real Time Passenger Information Screens (mounted on NAL sockets) in the approximate location of High Street or other bus stops in a reasonable walking distance, details of which previously shall have been submitted to and approved in writing by the Local Planning Authority, in consultation with SCC. The bus infrastructure improvements shall all be laid out and constructed in their entirety, prior to the occupation of the development.

Reason: To promote and facilitate access to sustainable transport modes, to ensure that the improvements are designed and constructed to an appropriate specification and to provide safe and suitable access for all users in accordance with NPPF (July 2021) Para. 110 and Para. 112 and made available for use at an appropriate time in the interests of access to sustainable transport.

19. The strategy for the disposal of surface water and the Flood Risk Assessment (FRA) (dated 31 August 2022, ref: 66201675-SWE-ZZ-XX-RP-C-001 Rev 4) shall be implemented as approved in writing by the local planning authority (LPA). 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

20. Within 28 days of practical completion of the last dwelling or unit, surface water drainage verification report shall be submitted to the Local Planning Authority, detailing and verifying that the surface water drainage system has been inspected and has been built and functions in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks in an agreed form, for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason: To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and 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 required under s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/flood-risk-asset-register/>

21. 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 LPA. The CSWMP shall be

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LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP shall include:

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

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

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/guidance-on-development-and-flood-risk/construction-surface-water-management-plan/>

22. Construction working hours shall be:  
Monday to Friday 07:30 to 18:00 hours  
Saturdays 08:00 to 13:00 hours  
Sundays and Bank Holidays None  
These hours shall also apply to deliveries to, and collections from the site during the construction phase.

Reason: In the interests of amenity.

23. A Dust Management Plan should be submitted to and approved by the local planning authority. This plan should contain details of water supply and equipment to be provided, and how dust will be controlled to avoid annoyance to neighbouring properties. The plan shall consider and include relevant dust control measures as outlined in the RSK Air Quality Assessment report dated January 2022 that accompanied this planning application.

Reason: In the interests of amenity

24. Proper facilities shall be provided for the storage and disposal of waste material during the construction phase. Such facilities should totally enclose and adequately protect all commercial waste from insect and rodent infestation.

Reason: In the interests of amenity.

25. No burning of waste, either liquid or solid, shall be undertaken on site during the construction phase.

Reason: In the interests of amenity.

26. Prior to construction and occupation of plots 12,13,34,35,36,44,45,46,47 the approved RMS (SWECO Remediation and Verification Plan, dated 17th December 2021) must be completed

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LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



in its entirety. The LPA must be given two weeks written notification prior to the commencement of the remedial works.

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

27. A validation report must be submitted to and approved in writing by the LPA prior to any construction and occupation of plots 12,13,34,35,36,44,45,46,47. The validation report must include, but is not limited to:
- results of sampling and monitoring carried out to demonstrate that the site remediation criteria have been met;
  - evidence that the approved RMS (SWECO Remediation and Verification Plan, dated 17th December 2021) has been carried out competently, effectively and in its entirety; and
  - evidence that remediation has been effective and that, as a minimum, the site will not qualify as contaminated land as defined by Part 2A of the Environmental Protection Act 1990.

The validation report must be prepared by a competent person and conform to current guidance and best practice, including BS8485:2015+A1:2019, CIRIA C735 and Land Contamination Risk Management.

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

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

An investigation and risk assessment must be completed in accordance with a scheme which is subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and conform with prevailing guidance (including BS10175:2011+A2:2017 and the Land Contamination Risk Management (LCRM)) and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority.

Where remediation is necessary a detailed remediation method statement (RMS) must be prepared, and is subject to the approval in writing of the Local Planning Authority. The RMS must include detailed methodologies for all works to be undertaken, site management procedures, proposed remediation objectives and remediation criteria. The approved RMS

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POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



must be carried out in its entirety and the Local Planning Authority must be given two weeks written notification prior to the commencement of the remedial works.

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

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

29. The noise mitigation recommendations of the Cass Allen noise assessment report (Ref. RP02-21559-RO Revision 3, dated 22 August 2022) shall be implemented prior to occupation of the proposed residential dwellings.

Reason: In the interests of amenity.

30. The agreed noise levels, and/or noise mitigation work, shall be validated prior to first occupation.

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

- Results of surveying and/or monitoring carried out to demonstrate that the measures in the agreed noise report have been implemented and any agreed noise levels achieved.

The validation methodology, including number and locations of residential plots to be tested, shall be agreed with the LPA prior to the assessment being undertaken.

Reason: In the interests of amenity.

31. No development shall take place within the area indicated [the whole site] until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority.

The scheme of investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation

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POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy SCLP11.7 of Suffolk Coastal Local Plan (2020) and the National Planning Policy Framework (2019).

32. No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 31 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy SCLP11.7 of Suffolk Coastal Local Plan (2020) and the National Planning Policy Framework (2019).

33. Development must be undertaken in accordance with the ecological avoidance, mitigation, compensation and enhancement measures identified within the Ecological Impact Assessment (EclA) (Ecologybydesign, January 2022) as submitted with the planning application and agreed in principle with the local planning authority prior to determination.

Reason: To ensure that ecological receptors are adequately protected and enhanced as part of the development.

34. No removal of hedgerows, trees, shrubs or brambles shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority.

Reason: To ensure that nesting birds are protected.

35. No development shall take place (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP: Biodiversity) has been

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LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



submitted to and approved in writing by the local planning authority. The CEMP (Biodiversity) shall include the following:

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that ecological receptors are adequately protected as part of the development.

36. A landscape and ecological management plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior to first 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.

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LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ

Reason: To ensure that the long-term ecological value of the site is maintained and enhanced.

37. Prior to any works above ground level, an Ecological Enhancement Strategy (based on the measures within the Ecological Impact Assessment (EclA) (Ecologybydesign, January 2022)), addressing how ecological enhancements will be achieved on site, will be submitted to and approved in writing by the local planning authority. Ecological enhancement measures will be delivered and retained in accordance with the approved Strategy.

Reason: To ensure that the development delivers ecological enhancements.

38. No development shall take place above DPC level until a scheme for the installation of fire hydrants has been submitted to and approved in writing by the Local Planning Authority in conjunction with the Fire and Rescue Service. The fire hydrants shall be installed in accordance with the approved scheme prior to the occupation of any dwelling.

Reason: In the interests of fire safety.

#### **Informatives:**

1. Note: It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification.  
The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway improvements. Amongst other things the Agreement will cover the specification of the highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums, and changes to the existing street lighting and signing. For further information, please visit:  
<https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/>
2. Note: The Local Planning Authority recommends that developers of housing estates should enter into formal agreements with the Highway Authority under Section 38 of the Highways Act 1980 in the interests of securing the satisfactory delivery, and long term maintenance, of the new streets.

For further information, please visit:

<https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/application-for-works-licence/>

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POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



Please note that this development may be subject to the Advance Payment Code and the addition of non statutory undertakers plant may render the land unadoptable by SCC Highways for example flogas and LPG.

3. Note: Acceptance of the road layout by the highway authority during the planning process does not guarantee meeting the Section 38 of the Highways Act 1980 adoption criteria. It is recommended that the applicant refers to the current adoption criteria:  
<https://www.suffolk.gov.uk/planning-waste-and-environment/planning-and-development-advice/>
4. Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991.
5. Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017
6. Any discharge of surface water to a watercourse that drains into an Internal Drainage Board district catchment is subject to payment of a surface water developer contribution
7. Any works to lay new surface water drainage pipes underneath the public highway will need a licence under section 50 of the New Roads and Street Works Act
8. Any works to a main river may require an environmental permit

Yours sincerely,

Date:

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Please note the content of the following pages in respect of the community infrastructure levy which may affect your development, Building Regulations and appeals against decisions.

## **Community Infrastructure Levy**

East Suffolk Council is a Community Infrastructure Levy (CIL) Charging Authority.

The proposed development referred to in this planning permission may be chargeable development liable to pay Community Infrastructure Levy (CIL) under Part 11 of the Planning Act 2008 and the CIL Regulations 2010 (as amended). For more information and CIL forms please see:

[About the Community Infrastructure Levy | Community Infrastructure Levy | Planning Portal](#)

[Community Infrastructure Levy \(CIL\) » East Suffolk Council](#)

If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling, holiday let of any size or convenience retail, your development may be liable to pay CIL and you must submit a CIL Form 2 (Assumption of Liability) and CIL Form 1 (CIL Questions) form as soon as possible to [CIL@eastsoffolk.gov.uk](mailto:CIL@eastsoffolk.gov.uk)

A CIL commencement Notice (CIL Form 6) must be submitted at least 24 hours prior to the commencement date. The consequences of not submitting CIL Forms can result in the loss of payment by instalments, surcharges and other CIL enforcement action.

## **Building Regulations**

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

## **Appeals to the Secretary of State**

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

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under;  
Planning applications: Section 78 Town & 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 & Country Planning (Control of Advertisements) Regulations 2007.

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- 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 an enforcement notice has been/is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- Appeals can be made online at:  
<https://www.gov.uk/appeal-planning-decision> (Full planning application)  
<https://www.gov.uk/appeal-householder-planning-decision> (Householder)  
<https://www.gov.uk/planning-inspectorate> (All other)  
 If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal. Further details are on GOV.UK.

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**THIRD SCHEDULE**  
**The Owner Covenants with the Council**

**1. DEFINITIONS**

**"Additional First Homes Contribution"**

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with clause 2.7, or 4.8 or 4.9 of this Schedule, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

**"Affordable Dwellings"**

means 17 of the Dwellings to be made available as Affordable Housing comprising of:

- i). 9 of the Affordable Dwellings for Rent;
- ii). 4 of the Affordable Dwellings for Shared Ownership Dwellings; and
- iii). 4 of the Affordable Dwellings as First Homes

the exact number, location and tenure as set out in the Affordable Housing Table

**"Affordable Dwellings for Rent"**

means Affordable Dwellings let at a monthly or weekly rental figure that does not exceed 80% of the market rent inclusive of service charges



or the local housing allowance rate or at such other rent as may be agreed in writing by the Council with rent increases during the term of any individual tenancy being limited to increases in the Consumer Prices Index from the date of this Deed plus 1% or any subsequent limit placed upon Registered Providers by the HCA or Central Government;

**"Affordable Housing"**

means housing that will be available to Eligible Persons and as defined in Annex 2 of the National Planning Policy Framework (2021) (as amended and which for the avoidance of doubt shall include First Homes) whose needs are not met by the market and eligibility is determined with regard to local incomes and local house prices (unless otherwise agreed in writing with the Council);

**"Affordable Housing Table"**

Means the table at clause 2.8 indicating the house types and tenure types of the Affordable Dwellings unless otherwise agreed in writing with the Council

**"Allocation Policy"**

means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Dwellings;

**"Armed Services Member"**

means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

**"Chargee"**

means any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

**"Compliance Certificate"**

means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the

Eligibility Criteria (National) and unless paragraph 4.2 applies the Eligibility Criteria (Local);

**"Discount Market Price"**

means a sum which is the Market Value discounted by at least 30%;

**"Disposal"**

means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in an Affordable Dwelling other than:

- (a) a letting or sub-letting of a First Home in accordance with paragraphs 4 of this Third Schedule
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; or
- (c) an Exempt Disposal;

and "Disposed" and "Disposing" shall be construed accordingly

**"Eligibility Criteria (Local)"**

means local criteria met in respect of a purchase of a First Home if:

(a) the purchaser meets the criteria in the Local Connections Cascade (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connections Cascade) ; and

(b) the purchaser meets any further local criteria in effect at the date of the relevant disposal of a First Home

it being acknowledged that at the date of this Deed the Council has only prescribed Eligibility Criteria (Local) in respect of (a);

**"Eligibility Criteria (National)"**

means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and



- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed £80,000 or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

**"Eligible Person"**

means a person or persons on the housing register maintained by the Council or who is otherwise approved by the Council as being in need of separate or alternative accommodation and unable to buy housing generally available on the open market;

**"Exempt Disposal"**

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 3 shall apply to such sale)

Provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraphs 4;

**"First Home"**

means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap;

**"First Homes Owner"**

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Owner; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- (c) the freehold a tenant or sub-tenant of a permitted letting under paragraphs 4

**"First Time Buyer"**

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

**"Habitat Mitigation Contribution"**

means a contribution of £121.89 (one hundred and twenty one pounds and eighty nine pence (£121.89) per Dwelling Index Linked payable to the Council in accordance with this Third Schedule towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development to be used in accordance with the RAMS Strategy published evidence July 2019;

**"Homes England"**

means the non-departmental public body responsible for creating thriving communities and affordable homes in England and which is the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body that may replace it in either function;

**"Initial Sale"**

means the sale of the first share to each and any purchaser of a Shared Ownership Dwelling;

**"Local Connections Cascade"**

means the local connections criteria to be applied to each and every let or sale of an Affordable Dwelling as set out in Appendix A to this Deed



<b>"Management Company"</b>	means a company or body who will take over responsibility for the future maintenance of the Open Space and which definition may include a Parish Council, a Residents Association established for this purpose or a Private Limited Company;
<b>"Market Housing Units"</b>	means any Dwelling which is not an Affordable Dwelling
<b>"Market Value"</b>	means the open market value as assessed by a Valuer of a Dwelling and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount pursuant to this Schedule in the valuation;
<b>"Mortgagee"</b>	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire an Affordable Dwelling including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring an Affordable Dwelling;
<b>"Nomination Agreement"</b>	means an agreement in a form provided by the Council entered into by the Council and the Registered Provider in respect of rights for the Council to nominate Eligible Persons for the Affordable Dwellings for Rent in accordance with the Allocation Policy a draft of which is appended to this Deed at Appendix B;
<b>"Off-Site Play Space Contribution"</b>	means a contribution of £51607.07 (fifty one thousand six hundred and seven pounds and seven pence (£51,607.07) Index Linked payable to the Council in accordance with this Third Schedule towards the provision of additional play facilities on Woodlands Avenue or within Trimley St Mary
<b>"Open Space "</b>	means the areas of open amenity space and onsite playing areas within the Development;
<b>"Open Space Specification"</b>	means a scheme showing:

- (a) full details of the amount of Open Space
- (b) the extent, location and boundaries of the Open Space
- (c) details of the design and layout of the Open Space including all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- (d) details of the ongoing management and maintenance of the Open Space;
- (e) a timetable for the laying out and provision of the Open Space

**"Practical Completion"**

means the stage reached when the construction of a Dwelling is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied;

**"Price Cap"**

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed two hundred and fifty thousand pounds (£250,000) or such other amount as may be set locally or published from time to time by the Secretary of State;

**"Protected Person"**

means any person who:

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



contractual right) in respect of a particular Affordable Housing Unit;

c) a 100% Staircaser;

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

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

**“Reasonable Consideration”**

means offer prices from Registered Providers which give the Owners a reasonable consideration having regard to current market conditions in the disposal of Affordable Housing (excluding First Homes) of a similar type and location by Registered Providers on a grant free basis via Section 106 Agreements;

**“Registered Provider”  
or “RP”**

means either:

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

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

c) any body, organisation or company which is registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord;

<b>"SDLT"</b>	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
<b>"Secretary of State"</b>	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;
<b>"Shared Ownership Dwellings"</b>	means those Dwellings purchased on a Shared Ownership Lease;
<b>"Shared Ownership Lease"</b>	<p>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:</p> <ul style="list-style-type: none"> <li>- not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;</li> <li>- power to the purchaser to increase their ownership up to 100%; and</li> <li>- an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England;</li> </ul>
<b>"Valuer"</b>	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity; and
<b>"100% Staircaser"</b>	means a lessee of a Shared Ownership Dwelling or a under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling.



## **2. AFFORDABLE HOUSING**

- 2.1 The Owner covenants that no more than 40% of the Market Housing Units shall be Occupied (save unless otherwise agreed with in the Council) until the Council has been notified of the name and registration number of the proposed Registered Provider and a contract has been entered into for the transfer of the Affordable Dwellings (save for any Affordable Dwellings to be sold directly by the Owner) unless otherwise agreed in writing with the Council
- 2.2 The Owner covenants that no more than 60% of the Market Housing Units shall be Occupied until the Affordable Dwellings have been constructed in accordance with the Planning Permission made ready for residential Occupation and either transferred to a Registered Provider or marketed for sale to First Time Buyers in accordance with the terms of this Deed
- 2.3 The Owner covenants that from the date of Practical Completion the Affordable Dwellings shall not be used other than for the purposes of Affordable Housing for Eligible Persons or First Time Buyers unless otherwise agreed in writing with the Council.
- 2.4 In the event that a Registered Provider cannot be found for any of the Affordable Dwellings (which are not First Homes) throughout England despite the Owner's reasonable but commercially prudent endeavours to do so the Owner will be required to prove to the Council's satisfaction (the Council at all times acting reasonably) that demand from Registered Providers has not been forthcoming for Reasonable Consideration.
- 2.4.1 If the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage the Owner whilst maximising the provision of Affordable Housing.
- 2.5 If after three calendar months of the transfer of the Affordable Dwellings (which are not First Homes) to the Registered Provider there remains any such Affordable Dwellings not leased or sold and the Registered Provider can provide evidence to the Council's satisfaction there are no prospective occupants the Registered Provider shall be free to seek written agreement of the Council to convert those Affordable Dwellings to an alternative form of affordable housing defined within Annex 2 to the National Planning Policy Framework (February 2021) (or any amended or subsequent national planning policy that may be published by the Government from time to time).
- 2.6 Nothing in this Third Schedule shall be binding on a Protected Person or any Mortgagee or Chargee of a Protected Person or any receiver appointed by such Mortgagee or Chargee or any person deriving title from any such person.

### Mortgagee Protection Clauses

- 2.7 The Affordable Housing obligations in this Third Schedule shall not apply to any 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 Dwellings or any individual First Home or any persons or bodies deriving title through such Chargee, Mortgagee or Receiver PROVIDED THAT:



- 2.7.1 such Chargee or Receiver of an Affordable Dwelling for Rent or Shared Ownership Dwelling shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwelling for Rent or Shared Ownership 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
- 2.7.2 if such disposal of the Affordable Dwelling for Rent or Shared Ownership Dwellings has not completed within the three month period, the Chargee or Receiver shall be entitled to dispose of the Affordable Rented Dwellings or Shared Ownership Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely
- 2.7.3 such Mortgagee or Receiver of a First Home first give written notice to the Council of its intention to Dispose of the relevant Dwelling; and
- 2.7.4 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home subject only to clause 2.7.5 at its full Market Value
- 2.7.5 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution
- 2.7.6 following receipt of notification of the Disposal of the relevant First Home the Council shall:
- (a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 4.5 of the Third Schedule; and
  - (b) apply all such monies received towards the provision of Affordable Housing within East Suffolk

## 2.8 Affordable Housing Table

House Type	Tenure	Number	Plot Number
1 Bed 2 Person Flat	Affordable Rent	4	15, 16, 19, 21
2 Bed 4 Person Flat	Affordable Rent	4	14, 17, 18, 20
3 bed 5 person House	Affordable Rent	1	8
2 Bed 4 Person House	Shared Ownership	2	4-5
3 Bed 5 Person House	Shared Ownership	2	6-7



2 Bed 4 Person House	First Home	4	39-42 (inclusive)
* All Affordable Dwellings to be M4(2) compliant			

### **3. AFFORDABLE DWELLINGS FOR RENT AND SHARED OWNERSHIP DWELLINGS**

- 3.1 The Registered Provider shall enter into a Nominations Agreement with the Council and shall not let dispose or otherwise permit the Occupation of any of the Affordable Dwellings for Rent until such Nominations Agreement has been entered into.
- 3.2 On the first and any subsequent letting of an Affordable Dwelling for Rent the Council will (unless otherwise agreed in writing) nominate eligible applicants in accordance with the Allocation Policy and Nomination Agreement (priority will go to applicants who have a Local Connection as defined in and in accordance with the Local Connections Cascade at Appendix A).
- 3.3 The Registered Provider shall not Dispose of any interest in any of the Affordable Dwellings for Rent other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to those) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to a RP nor prevent any Registered Provider from charging the Affordable Dwellings in whole or part.
- 3.4 The Owner will notify the Council within 28 days of the transfer of any Affordable Dwellings to a Registered Provider of the plot number, street address, house type, size and tenure of each dwelling and date of transfer
- 3.5 In the event that 100% of a Shared Ownership Dwelling is purchased:
  - 3.5.1 the net proceeds from the final sale of the Shared Ownership Dwelling are to be ringfenced by the Registered Provider for 5 years for the provision of Affordable Housing within the East Suffolk District, and should the owner of the Shared Ownership Dwelling wish to sell it he must notify the Registered Provider and allow the Registered Provider to purchase the Shared Ownership Dwelling back in the first instance at Market Value;
  - 3.5.2 in the event the Registered Provider purchases the Shared Ownership Dwelling in accordance with this clause at 3.5.1, the Shared Ownership Dwelling will be marketed as such subject to the terms of this deed; and
  - 3.5.3 in the event the Registered Provider declines to purchase the Shared Ownership Dwelling or fails to notify the owner of the Shared Ownership Dwelling of its intention to make an offer to purchase the dwelling within twenty-eight days of the notification as specified in this clause at 3.5.1, then the owner of the Shared Ownership Dwelling may sell it on the open market free from the terms of this Deed.

**4. FIRST HOMES**

4.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

4.1.1 the Eligibility Criteria (National); and

4.1.2 the Eligibility Criteria (Local).

4.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 4.1.2 shall cease to apply.

4.3 Subject to paragraphs 4.6 to 4.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

4.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

4.4.1 the Council has been provided with evidence that:

(a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.2 applies meets the Eligibility Criteria (Local);

(b) the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

(c) the transfer of the First Home includes:

(i) a definition of the "Council" which shall be East Suffolk Council;

(ii) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in Paragraph 4 of the Third Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

(iii) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the Council [and] (2) [and (3) ]

(iv) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

(v) a copy of the First Homes Provisions in an Annexure

4.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being



provided with evidence sufficient to satisfy it that the requirements of paragraphs 4.3 and 4.4.1(a) have been met.

- 4.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by East Suffolk Council of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT or their conveyancer that the provisions of [paragraphs [ ] (the First Homes provision) of the Transfer dated [Date]] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

- 4.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

4.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 4.1 and 4.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and reasonable but commercially prudent endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 4.3 and 4.4.1(a); or

4.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 4.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

- 4.7 Upon receipt of an application served in accordance with paragraph 4.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

- 4.8 If the Council is satisfied that either of the grounds in paragraph 4.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 that the relevant Dwelling may be Disposed of:

4.8.1 to the Council at the Discount Market Price; or

4.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 4.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

- 4.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 4.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 4.6 following which the Council



must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

- 4.10 Where a Dwelling is Disposed of in accordance with cause 4.8.2 the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 4.11 Upon receipt of the Additional First Homes Contribution the Council shall:
- 4.11.1 within twenty eight (28) days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 4.5 where such restriction has previously been registered against the relevant title; and
- 4.11.2 apply all monies received towards the provision of Affordable Housing.
- 4.12 Any person who purchases a First Home free of the restrictions in the Third Schedule of this Deed pursuant to the provisions in paragraphs 4.9 and 4.10 shall not be liable to pay the Additional First Homes Contribution to the Council.
- 4.13 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 4.14 – 4.16 below.
- 4.14 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 4.15 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
- c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 4.16 A letting or sub-letting permitted pursuant to paragraph 4.14 or 4.15 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.



- 4.17 Nothing in this paragraph 4 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation (except where other local policy restrictions apply) provided that the First Home remains at all times the First Home Owner's main residence.

**5. ON SITE OPEN SPACE PROVISION AND MAINTENANCE**

- 5.1 Unless otherwise agreed in writing with the Council, the Owner covenants not to Commence Development until the Open Space Specification and details of the Management Company for the Site have been submitted to and approved by the Council (such consent not to be unreasonably withheld or delayed).
- 5.2 Unless otherwise agreed in writing with the Council, the Owner covenants to lay-out and complete the Open Space in accordance with the Open Space Specification as approved by the Council prior to Occupation of 75% of the Dwellings on the Development or prior to Occupation of any Dwellings immediately adjacent to the Open Space, whichever is sooner.
- 5.3 Following the laying out and landscaping of the Open Space in accordance with the approved Open Space Specification the Owner covenants that it shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Space Specification until such time as it has been transferred to an approved Management Company
- 5.4 Following completion of the Open Space it shall (in perpetuity) unless otherwise agreed in writing with the Council (such consent not to be unreasonably withheld or delayed):
- (i) not be used for any purpose other than for the provision of public open space for the benefit of the members of the public save the Owner may grant such rights to any statutory undertaker as the Owner considers necessary on under or over the Open Space;
  - (ii) be maintained and managed in a clean and tidy condition and free of defects and in accordance with the Open Space Specification; and
  - (iii) not be built on or allowed to be built on any buildings on the Open Space, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the public Open Space.



**6. HABITAT MITIGATION CONTRIBUTION**

- 6.1 The Owner covenants to provide written notification of Commencement of Development to the Section 106 Officer within 10 Working Days thereafter
- 6.2 The Owner covenants to pay the Habitat Mitigation Contribution to the Council prior to Commencement of Development.
- 6.3 The Owner covenants not to Commence or permit the Development of any Dwelling until the Habitat Mitigation Contribution has been paid to the Council.

**7. OFF-SITE PLAY SPACE CONTRIBUTION**

- 7.1 The Owner covenants to pay the Off-Site Play Space Contribution prior to Occupation of the Development.
- 7.2 The Owner covenants not to Occupy or permit Occupation of any Dwelling until the Off-Site Play Space Contribution has been paid to the Council.

**Fourth Schedule**  
**The Owner's Covenants with the County Council**

<b>"Education Contribution (Early Years)"</b>	means a contribution of £108,870.00 (one hundred and eight thousand eight hundred and seventy pounds) Index Linked payable to the County Council in accordance with this Schedule and which is to be used towards the provision of early years places serving the Development;
<b>"Education Contribution (Primary School)"</b>	means a contribution of £239,514.00 (two hundred and thirty nine thousand five hundred and fourteen pounds Index Linked payable to the County Council in accordance with this Schedule and which is to be used towards the provision of the new Primary School

**PART 1**  
**NOTIFICATION**

The Owner covenants with the County Council as follows:

1. The Owner shall within fifteen (15) Working Days' thereafter give written notice to the County Council of the following:
  - 1.1 Commencement of Development;
  - 1.2 first Occupation of the twelfth Dwelling; and
  - 1.3 first Occupation of the final Dwelling.



## PART 2

### EDUCATION

#### 2. **EARLY YEARS AND PRIMARY CONTRIBUTION**

- 2.1 The Owner covenants to pay to the County Council the Education Contribution (Early Years) prior to the first Occupation of the twelfth (12<sup>th</sup>) Dwelling.
- 2.2 The Owner hereby covenants not to Occupy or permit Occupation of the twelfth Dwelling until the Early Years Contribution has been paid to the County Council.
- 2.3 The Owner covenants to pay to the County Council the Education Contribution (Primary School) prior to the first Occupation of the twelfth (12<sup>th</sup>) Dwelling.
- 2.4 The Owner hereby covenants not to Occupy or permit Occupation of the twelfth Dwelling until the Education Contribution (Primary School) has been paid to the County Council.

## FIFTH SCHEDULE

### COUNCIL COVENANTS

1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The Council shall use the Habitat Mitigation Contribution for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Habitat Mitigation Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed.
3. The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date that the Habitat Mitigation Contribution was paid within ONE (1) year pay to any such person such amount of the Habitat Mitigation Contribution paid by that person in accordance with the provisions of this Deed which have not been committed or expended by the Council, such payment to be made within TWENTY EIGHT (28) working days of such a request together with any interest thereon.



## SIXTH SCHEDULE

### COUNTY COUNCIL COVENANTS

1. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The County Council shall use all sums received under the terms of this Deed for the purposes specified in this Deed within ten (10) years from the from the date the monies were received.
3. In the event that any monies received by the County Council in accordance with the terms of this Deed has not been spent or committed for expenditure by the Council within ten years following the date of receipt of the payment the County Council shall refund to the person who made such payment any part of the monies which have not been spent or committed for expenditure less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding ,such payment any part of the monies.



938

THE COMMON SEAL of

EAST SUFFOLK COUNCIL

was affixed in the presence of:



Authorised Officer

.....Authorised Officer

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



65662

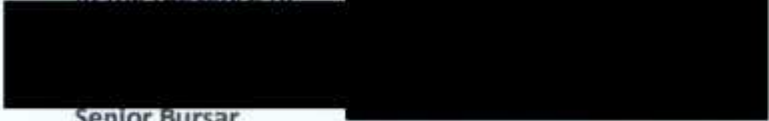



Authorised Officer



EXECUTED AS A DEED BY )  
Affixing the common seal of )  
THE MASTER FELLOWS AND SCHOLARS OF TRINITY )  
COLLEGE CAMBRIDGE

  
In the presence of

  
Senior Bursar

  
Junior Bursar



EXECUTED AS A DEED BY )  
MATTHEW HOMES LIMITED )  
Acting by a director )  
In the presence of: )



Signature of Director



Director's Name

Witness' Signature:

Witness' Name ...  
(in BLOCK CAPITALS).





## **Appendix A Local Connections Cascade**

### **1 Affordable Dwellings for Rent**

- 1.1 The Affordable Rental Dwellings are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them or it to be in need of such accommodation and unable to compete in the normal open market for property. Before nominating an applicant the Council will be satisfied that the applicant
- a. Has continuously lived in Trimley St Mary for the preceding 5 years, OR
  - b. Has continuously had a principal place of work in Trimley St Mary for the preceding 5 years OR
  - c. Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in Trimley St Mary for the preceding 5 years, OR
  - d. Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from Trimley St Mary
- 1.2 If there are no persons who qualify under paragraph 7.1.1 above the Affordable Dwelling shall be allocated to person nominated by the Council who
- a. Has continuously lived within 10 miles of the Site for the preceding 5 years, OR
  - b. Has continuously had a place of work within 10 miles of the Site for the preceding 5 years OR
  - c. Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within 10 miles of the Site for the preceding 5 years, OR
  - d. Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from within 10 miles of the Site
- 1.3 (ii) If there are no persons who qualify under paragraph 1.1 and 1.2 above the Affordable Dwelling shall be re-advertised to the district of East Suffolk and where after re-advertising there are no persons who qualify under the paragraphs above the Affordable Dwelling shall be allocated to a person nominated by the Council who is considered by it to be in need of such accommodation and who is unable to compete in the normal open market for property in East Suffolk
- 1.4 Where there is a mutual exchange the Registered Provider may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraphs 1.1 to 1.3 above

### **2 Affordable Dwellings for sale**

- 2.1 On advertising the first Disposal of a Shared Ownership Dwelling or First Home the Dwelling shall be marketed for sale for the first 3 months to persons who:
- a. Have continuously lived within Trimley St Mary for the preceding 5 years, OR
  - b. Have continuously had a principal place of work within Trimley St Mary the preceding 5 years OR
  - c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within Trimley St Mary the preceding 5 years, OR
  - d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from Trimley St Mary

PROVIDING THAT if after 2 months of marketing no offer has been received from persons who comply with 2.1 a-d the dwelling may be sold to persons who comply with 2.2 a-d.

- 2.2 On subsequent Disposals of a Shared Ownership Dwelling or First Home, it shall be marketed for sale for the first 3 months to persons who:
- a. Have continuously lived within the District of East Suffolk for the preceding 5 years, OR
  - b. Have continuously had a principal place of work within the District of East Suffolk for the preceding 5 years OR
  - c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within the District of East Suffolk for the preceding 5 years, OR
  - d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from the District of East Suffolk.
- 2.3 If there are no purchasers who qualify under paragraph 2.1 or 2.2 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local connections restrictions.





DATED

2018

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

# NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme)



THIS NOMINATION AGREEMENT is made the

day of

201

BETWEEN:

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

and

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

**1. Definitions**

In this Deed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

"Section 106 Agreement" means the Section 106 Agreement to which this Nominations Agreement is appended

"Shortlist" means the list of applicants (as may be updated from time to time) to be supplied by the Council in line with the Allocation Policy and procedures giving the names of person(s) who the Council considers to be eligible for this size of property and have a local connection as set out in the Section 106 Agreement.

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

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

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

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

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

"Void Notice" means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the Affordable Dwelling(s) for Rent is available to be advertised through Choice Based Lettings or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

## **2 Enabling Provisions**

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

## **3 Procedure**

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

### **3.1 Initial lets**

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



to any final checks as agreed in line with the Council's Allocation Policy and the Registered Provider's letting criteria

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

#### **4. Voids**

- 4.1 Should an Affordable Dwelling(s) for Rent become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the procedures set out in 3.1.2 – 3.1.9 shall apply except 3.1.2 which shall refer to Void Notice rather than Vacancy Notice in addition to 4.1.1:
  - 4.1.1 The Registered Provider shall give the Council not less than 1 months written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation

#### **5. Provision of information and alteration of lists**

- 5.1 The Registered Provider shall give notification to the Council of the following events within (2) Working Days of their occurrence:
  - i. a Nominee failing to view an Affordable Dwelling(s) for Rent when a viewing has been arranged

- ii. a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Nomination Agreement
- iii. a Nominee accepting an offer of a Tenancy Agreement
- iv. Registered Provider rejecting a Nominee in accordance with Clause 5.3

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

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

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

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

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

## **6. Notices**

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

## **7. Chargee Provisions**

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

- a) The Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Dwelling(s) for Rent ("the RP Notice"); and
- b) if the Council provides written notice to the Chargee within four weeks of receipt of the RP Notice that acceptable arrangements can be made for the transfer of the Affordable Dwelling(s) for Rent to either the Council or another Registered Provider



within three calendar months of the date of the RP Notice the Chargee shall use reasonable endeavours over that period to complete a disposal of the Affordable Dwelling(s) for Rent 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

- c) if the Council does not serve the notice referred to in paragraph b) within the four week period referred to or if such disposal has not completed within the three month period the Chargee shall be entitled to dispose of the Affordable Dwelling(s) for Rent free of the restrictions set out in this Nomination Agreement

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 monies outstanding under the charge or mortgage.

## **8. Transfer to other Registered Providers**

- 8.1 The Registered Provider shall provide notice to the Council within five (5) Working Days of any transfer of the Affordable Dwelling(s) for Rent to a Registered Provider
- 8.2 The Registered Provider shall use its reasonable endeavours to procure that any Registered Provider to which the Affordable Dwelling(s) for Rent erected thereon are transferred otherwise than by direction of the Regulator under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council simultaneously on completing the transfer of the Property

## **9. Disputes**

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

## **10. Costs**

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

## **11. Agreements and Declarations**

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

## **12 Third Party Rights**

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



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

**THE COMMON SEAL of**

was affixed in the presence of:-

Director

Secretary

**THE COMMON SEAL of EAST SUFFOLK  
DISTRICT COUNCIL**

was affixed

In the presence of:-

Authorised signatory

DRAFT