

## **SCHEDULE 4**

### **COUNCIL COVENANTS**

#### **1. ISSUE OF PLANNING PERMISSION**

- 1.1 The Council shall issue the Planning Permission as soon as is reasonably practicable following completion of this Deed.

#### **2. DISCHARGE OF OBLIGATIONS**

- 2.1 At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 2.2 The Council shall use the Habitats Regulations 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 Habitats Regulations 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.
- 2.3 The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date that the Habitats Regulations Mitigation Contribution was paid within ONE (1) year pay to any such person such amount of the Habitats Regulations 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.
- 2.4 The Council shall use the Affordable Housing 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 Affordable Housing Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed.
- 2.5 The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date that the Affordable Housing Contribution was paid within ONE (1) year pay to any such person such amount of the Affordable Housing 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.

## SCHEDULE 5

### COUNTY COUNCIL COVENANTS

#### 1. EDUCATION

- 1.1 The County Council covenants to use the Early Years Contribution, Primary School Contribution, Public Right of Way Contribution and the Travel Plan Monitoring Contribution when received from the Owners solely for the purposes as defined in this deed.
- 1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of Completion of the Development to pay to any person such amount of the Early Years Contribution, Primary School Contribution or paid by that person in accordance with the provision of this deed which has not been committed or expended by the County Council in accordance with the provisions of this deed together with together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end such payment to be made within twenty-eight (28) Workings Days of such request.
- 1.3 If the Early Years Contribution or Primary School Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owners after the expiry of ten (10) years of the Completion of Development within a further period of twenty-eight (28) Working Days to notify the Owners that such monies have been spent or committed such notice to include details of what the said monies were spent on or committed to.

THE COMMON SEAL OF  
**EAST SUFFOLK COUNCIL**  
as affixed in the presence of:

.....  
Authorised Officer 69843

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

.....  
  
.....  
Authorised Officer

Executed as a deed by )  
**P ADAMS & SONS** )  
**(FARMS) LIMITED** )  
acting by two Directors: )

Director's signature:  
.....  
Director print name:  
.....

Director's signature:  
.....  
Director print name:  
.....

Executed as a DEED by  
**JOHN PAUL ADAMS**  
in the presence of

Signature .....

W      Name  
I  
T      Address  
N  
E  
S  
S      Occupation

Executed as a DEED by  
**RICHARD CHARLES ADAMS**  
in the presence of

Signature .....

W      Name  
I  
T      Address  
N  
E  
S  
S      Occupation

Executed as a deed by )  
**GENERATOR OPTIMA** )  
**(FERRY ROAD) LIMITED** )  
acting by two Directors: )

Director's signature:

.....

Director print name:

.....

Director's signature:

.....

Director print name:

.....

## APPENDIX A

### LOCAL CONNECTION CASCADE

#### 1. AFFORDABLE DWELLINGS FOR RENT

1.1 The Affordable Dwellings for Rent are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them 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 Felixstowe for the preceding 5 years; OR
- (b) has continuously had a principal place of work in Felixstowe 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 Felixstowe for the preceding 5 years; OR

1.2 If there are no persons who qualify under paragraph 1.1 above the Affordable Dwelling shall be allocated to person nominated by the Council who

- (a) has continuously lived within 10 miles of Felixstowe for the preceding 5 years; OR
- (b) has continuously had a principal place of work within 10 miles of Felixstowe 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 Felixstowe for the preceding 5 years

1.3 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 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) has continuously lived in Felixstowe for the preceding 5 years; OR
- (b) has continuously had a principal place of work in Felixstowe 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 Felixstowe for the preceding 5 years;

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

2.2 On advertising 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 East Suffolk District for the preceding 5 years, OR
- (b) Have continuously had a principal place of work within the East Suffolk District 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 East Suffolk District for the preceding 5 years, OR

2.3 If there are no persons who qualify under paragraphs 2.1 and 2.2 within 3 months of marketing the Affordable Dwelling then they may be sold free of the Local Connections restrictions.

**APPENDIX B**  
**NOMINATIONS AGREEMENT**

DATED

20

(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                      20

BETWEEN:

1) ..... of registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number XXX) (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 (Number) Dwellings (shown edged colour) on the Development to be made available as Affordable Housing where the rent level is capped at 80% of the local market rent (including any service charges, where applicable) and within local housing allowance rates or as otherwise agreed with the Council in writing

“**Affordable Housing**” means housing that will be available to eligible households whose needs are not met by the market and eligibility is determined with regard to local incomes and local house prices

“**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 of 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 (whosoever 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 situations as explained within and working conjointly with the Allocation Policy and Procedures

**“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 Base Lettings Process

**“Nominee” or “Nominees”** means a person(s) named in a Shortlist (as may be updated from time to time) and nominated by the Council to the Registered Provider, in line with the Allocation Policy and Procedures, who the Council considers to be eligible and qualify for a tenancy relating to the appropriate sized Affordable Dwelling(s) for rent, and have a current local connection as set out in the Section 106 Agreement (details of which have been provided to the Council prior to the date of such nominations)

**“Partner Organisation” or “PO”** means each of the seven 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 either:

- a body registered as social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1995; or
- 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; or
- any body, organisation or company which is a 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

**“Regulator”** means The Regulator of Social Housing 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 a list of nominees

**“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

**“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

## **2 Enabling Provision**

This Nomination 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 person in respect of the Affordable Dwelling(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 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 application 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 considering 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 each selected concurrent 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 Council is unable to supply any further Nominees the Registered Provider will request that the Affordable Dwelling(s) for Rent is re-advertised and that procedures set out in 3.1.3 –3.1.16 are completed with

## 4 Voids

- 4.1** Should a New 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 3.1.2–3.1.7 shall apply except 3.1.2 which shall refer to Void Notice.

**4.2** The Registered Provider shall give the Council not less than 14 Working Days written notice of the date when the Affordable Dwelling(s) for Rent will be ready of 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 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 appropriate tenancy type 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 Registered Provider must ensure that they handle all information in line with the current Data Protection Act 2018 and future general data protection regulations and procedures and the requirements of the Council's Allocation Policy

**5.5** 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 Nomination 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 (4) 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 (3) 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 (4) week period referred to or if such disposal has not completed within the three (3) 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 consider 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 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 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 if 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 COUNCIL**

Was affixed

In the presence of:

Authorised signatory

DRAFT

**APPENDIX C**

**SITE PLAN**

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Project -  
**Land West of Ferry  
Road, Felixstowe,  
Suffolk**

Description -  
**Location Plan**

Drawing number - Drawing Scale - Revision -  
GN003-PH2-LP-01 1:1250 A1

[www.jcndesign.co.uk](http://www.jcndesign.co.uk)



**APPENDIX D**

**AFFORDABLE HOUSING COMMUTED PAYMENT SCHEDULE**

## East Suffolk Affordable Housing Commuted Payment 2024/25

Policies SCLP5.10 and WLP8.2, and the National Planning Policy Framework (NPPF), expect that affordable housing will be provided on site. However, there may be exceptional circumstances where the affordable housing cannot feasibly be provided on site.

Information on Financial Contributions is available in the East Suffolk Council [Affordable Housing Supplementary Planning Document](#).

Commuted sums have been calculated based on the serviced open market plot values for the size of dwellings that would have been required on site. Serviced open market plot values are used to reflect that had provision been made on site, the cost to a Registered Provider would have reflected the build costs. The Council annually updates the evidence on open market plot values, and these values will be used in calculating commuted sums. In circumstances where a developer proposes alternative values, this will need to be justified by the developer to the satisfaction of the Council.

Figures for the period 1<sup>st</sup> July 2024 to 31<sup>st</sup> March 2025.

	Southwold, Walberswick and Dunwich	High	Medium	Low	Lowestoft, and parishes
Type	Plot value	Plot value	Plot value	Plot value	Plot value
4 bed house	400,000	200,000	160,000	140,000	122,000
3 bed house	285,000	150,000	135,000	135,000	110,000
2 bed house	210,000	125,000	115,000	95,000	80,000
2 bed flat	165,000	80,000	70,000	65,000	50,000
1 bed flat	125,000	65,000	50,000	47,500	45,000

Market Value is defined as the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

It is assumed that access will be available and all services at no additional cost in respect of infill plot values.

It is presumed that no easements, restrictions and right of way exist to affect the Market Value.

It is assumed that no abnormal costs will be encountered.

Tenure is based on freehold with vacant possession made available.

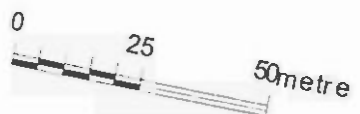
It has been assumed that planning consent for use envisaged would be given in the usual way to the private sector, and **not** restricted to Housing Associations, Social Landlords, etc when the values would be substantially reduced.



**APPENDIX E**

**SITE CONCEPT LAYOUT GN003-CPT-01**

JCN DESIGN & PLANNING



Project:  
Land West of Ferry  
Road Iks'owe,  
Suffolk  
Description:  
Concept Layout  
Date:  
March 20 23  
Drawing No:  
GND03-C1-T-01  
www.jcndesign.co.uk  
Drawing Scale:  
1:500 @ A1  
Revision:  
H



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