

DATED 16th January 2026



(1) EAST SUFFOLK COUNCIL

-and-

(2) SUFFOLK COUNTY COUNCIL

-and-

(3) IAN CHARLES RIX

**AGREEMENT UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990**

relating to the development of Land South of Forge Close, Benhall, Saxmundham, Suffolk

DC/21/2503/OUT



Howes Percival LLP

Flint Buildings

1 Bedding Lane

Norwich, NR3 1RG

JZC/246191.0001

THIS AGREEMENT is made this 16 day of 2025
January



- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT ("the Council"); and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("the County Council"); and
- (3) **IAN CHARLES RIX** of Rookery Farm, Priory Road, Saxmundham, Suffolk IP17 1SA ("the Owner")

Jointly to be referred to as "the Parties"

BETWEEN

RECITALS

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and the authority who is entitled to enforce the obligations contained in this Deed.
2. The County Council is the local highway authority the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
3. The Owner is the freehold owner of the Site which is part of the land registered at the Land Registry with title number SK150493.
4. The Application has been made to the Council.
5. The Parties have agreed to enter into this Deed in order to secure the planning obligations and other covenants contained in this Deed in the event the Planning Permission is granted.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PROVISIONS

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

- “100% Staircaser” means a lessee of a Shared Ownership Dwelling under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling
- “Act” the Town and Country Planning Act 1990 (as amended)
- “Affordable Dwellings” Means 1 in every 3 Dwellings to be made available as Affordable Housing comprising of 50% Affordable Dwellings for Rent, 25% Shared Ownership Dwellings and 25% Discount Market Sales Dwellings
- “Affordable Dwellings for Rent” Affordable Housing let by a Registered Provider to Eligible Persons 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 in writing with the Council
- “Affordable Housing” Housing that will be available to eligible households as defined in Annex 2 of the NPPF or any amending or subsequent national planning policy that may be published by the Government 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 Contribution” means a sum BCIS Index Linked calculated in accordance with the formula below and approved by the Council as part of the Affordable Housing Scheme to be paid to the Council as a proportionate contribution in lieu of any deficiency of Affordable Dwellings being provided as part of the Development against the requirements of the

Council's development plan Policy SCLP5.10 (East Suffolk Council – Suffolk Coastal Local Plan (September 2020)):

$$A = B \times C$$

Where

A is the Affordable Housing Contribution payable;

B is the shortfall in Affordable Dwellings provided against the 1 in every 3 Dwellings requirement of the Council's development plan Policy SCLP5.10; and

C is £125,000

To be used towards the provision Affordable Housing through the acquisition of land or the construction or development of new properties or the purchase or refurbishment of existing market properties in East Suffolk;

“Affordable Housing Scheme”

unless otherwise agreed in writing by the Council means a scheme to be submitted and approved by the Council for the provision of the Affordable Dwellings generally in accordance with the Affordable Housing Table unless otherwise agreed in writing with the Council such Affordable Housing Scheme shall include details of:

- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings
- the name and registration number of the Registered Provider, where known
- the number, location, tenure, plot numbers, housing type and size (including number of occupants a dwelling can house) of Affordable Dwellings allocated to the Affordable Housing Scheme;
- full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing

market assessment and specific local needs as determined and agreed by the Council);

- the quantum of any Affordable Housing Contribution which is proposed to be paid to the Council in lieu of any deficiency in on-site provision below 33% of the Dwellings to be provided on the Site as Affordable Dwellings
- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme

"Affordable Housing Table"	Means the table in the Second Schedule 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 for Rent
"Application"	the outline planning application for the Development submitted on 12 May 2021 to the Council for the Development and allocated reference number DC/21/2503/OUT
"BCIS Index Linked"	the increase in any sum referred to in this Deed by an amount equivalent to the increase in the BCIS Index calculated in accordance with Clause 11 of this Deed
"BCIS Index"	the All In Tender Price Index published by the Building Cost Information Service or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties
"Chargee"	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

“Commencement of Development”

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 other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence” and “Commence Development” shall be construed accordingly

“Default Interest Rate”

4% per annum above the base lending rate of the Bank of England from time to time unless otherwise provided by this Deed

“Development”

the development of the Site for the erection of up to 41 dwellings (with details of access to be considered) pursuant to the Planning Permission

“Discount Market Sale Dwellings”

Means Affordable Dwellings sold at a discount of at least 20% below Market Value to Qualifying Persons and subject to a binding covenant securing the discount in perpetuity;

“Dwelling”

any dwelling (including a house flat maisonette or bungalow and including both Affordable Dwellings and Market Dwellings) to be constructed in accordance with the Planning Permission

“Education Contribution”

means the sum payable to the County Council to be used towards the provision of a new primary school at Saxmundham Garden Neighbourhood which shall be treated as equating £7,015.00 per Dwelling BCIS Index Linked to be constructed pursuant to the Planning Permission.

"Eligible Person"	a person or persons on the housing waiting list 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
"Homes England"	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;
"Local Connections Cascade"	the local connections criteria to be applied to each and every let or sale of an Affordable Dwelling as set out in the Seventh Schedule
"Market Dwellings"	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;
"Market Value"	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 in the valuation;
"Mortgagee"	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
"Nomination Agreement"	the agreement to be 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 the form provided by the Council a draft of which is appended to this Deed at the Sixth Schedule

“NPPF”	means the National Planning Policy Framework (December 2024) as amended or any successor document
“Occupation” “Occupy” 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 attached to this Deed at the First Schedule marked “Site Boundary Plan” and referenced ‘4088-0152 P02’
“Planning Permission”	the outline planning permission that may be granted by the Council for the Development pursuant to the Application
“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;
“Protected Person”	means any person who: <ol style="list-style-type: none">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 Dwellingb) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwellingc) 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.

“Qualifying Persons”

means a person or persons unable to buy housing generally available on the open market and whose household income is below £80,000 (or such other amount agreed in writing with the Council in accordance with government policy)

“RAMS Mitigation Contribution”

the sum of £384.51 per Dwelling (which would be the sum of £15,764.91 if 41 Dwellings are constructed pursuant to the Planning Permission) BCIS Index Linked payable to the Council towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to the Local Plan Policies and the Appropriate Assessments of the Local Plans, and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document

“Reasonable Consideration”

offer prices from Registered Providers which give the Owner a reasonable consideration having regard to current market conditions in the disposal of Affordable Housing of a similar type and location by Registered Providers on a grant free basis via Section 106 Agreements

“Registered Provider” or “RP”

For the purposes of this Deed 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 or social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008 or;
- 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

to be approved in writing by the Council

“RPI Index Linked”

the increase in any sum referred to in this Deed by an amount equivalent to the increase in the RPI Index calculated in accordance with Clause 11 of this Deed

“RPI Index”

means the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Owner and the Council or County Council (as relevant)

“Sales Procedure”

Means the procedure to be approved in writing by the Council to verify the Market Value and eligibility of purchasers in relation to Discount Market Sale Dwellings

“Secretary of State”

means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function;

“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.

“Shared Ownership Dwellings”

Means those Dwellings purchased on a Shared Ownership Lease

“Shared Ownership Lease”

Means a lease in a form approved by Homes England or where there is no such form in a form approved by the Council, such lease to provide for the following

- i. 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;
- ii. power to the purchaser to increase their ownership up to 100%; and
- iii. an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Consumer Prices Index (CPI) published by the Office for National Statistics (or if such index ceases to be published such other index the Council shall reasonably determine) plus 1% or such other rent as complies with the requirements from time to time of Homes England;

“Site”

means the land south of Forge Close, Benhall, Saxmundham, Suffolk against which this Deed may be enforced and shown for identification purposes only edged red on the Plan to the extent such land is registered at the Land Registry under title number SK150493

“Valuer”

means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity;

“Working Day(s)”

Mondays to Fridays (excluding days that in England and Wales are public holidays or on which the Council offices are closed and the period between Boxing Day and New Year’s Day) inclusive

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph 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.
- 2.3 Words of any gender include any other 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 Unless stated otherwise in this Deed any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 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 the successor to its statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.

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 and all other enabling powers.
- 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/or the County Council as appropriate in the case of covenants made with it as local planning authority against the Owner and their successors in title.

4 CONDITIONALITY

The obligations set out in the Second and Third Schedule are conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

and the rest of the provisions set out in this Deed shall take effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Second Schedule.
- 5.2 The Owner covenants with the County Council as set out in the Third Schedule.

6 THE COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Second and Fourth Schedule.
- 6.2 The County Council covenants with the Owner as set out in the Fifth Schedule.

7 LEGAL AND MONITORING FEES

- 7.1 Immediately prior to the completion of this Deed the Owner shall pay the Council's and the County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed.
- 7.2 the Owner shall pay the Council the total sum of £1840 towards the monitoring of the performance of the planning obligations that the Owner is required to observe and perform to the Council on completion of this Deed
- 7.3 Prior to the completion of this Deed to pay the total sum of £1,038.00 (based on two separate trigger points of £519.00) towards the monitoring of the performance of the planning obligations that the Owner is required to observe and perform to the County Council.

8 INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council or County Council by the date it is due, the Owner shall pay interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

9 MISCELLANEOUS

- 9.1 The Owner covenants and warrants to the Council and the County Council that they are the freehold owner of the Site and have full power and capacity to enter into this Deed and that

there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

- 9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 This Deed shall be registered as a local land charge by the Council.
- 9.4 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.
- 9.5 Any notice or written communication to be served or given by one party to any other party under the terms of this Deed shall be deemed to have been properly served or given if delivered by hand or sent by first class post or registered or recorded delivery to the following addresses:
- 9.5.1 Owner: at the address at the beginning of this Deed; and
- 9.5.2 Council: shall be addressed to the Section 106 Officer at the address set out aforesaid;
- 9.5.3 County Council: shall be addressed to the Executive Director of Growth Highways and Infrastructure at the address at the beginning of this Deed; or
- 9.5.4 such other address as may be notified in writing from time to time.
- 9.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 9.7 Insofar as any clause or clauses of this Deed are 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.
- 9.8 Subject to clause 9.7 and clause 17 of this Deed, 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.

- 9.9 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 entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT neither the reservation of rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or part of the Site) shall constitute an interest for the purposes of this Clause.
- 9.10 Save for the obligations in the Second Schedule of this Deed which continue to be binding and enforceable against individual purchasers, owners, occupiers, lessees or their mortgagees of the Affordable Dwelling subject to the provisions contained therein the covenants, restriction and requirements contained in this Deed shall not be enforceable against
- 9.10.1 Individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Planning Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; and
- 9.10.2 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 or highways in connection with the Development of the Site
- 9.11 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) after the date of this Deed.
- 9.12 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 9.13 The Owner covenants from the date that this Deed takes effect to allow the Council and the County Council, and their duly authorised officers or agents at all reasonable times on reasonable notice to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed and in doing so the Council or the County Council shall have regard to all health and safety requirements when visiting the Site.
- 9.14 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

10 WAIVER

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

11 INDEXATION

Any sum referred to in the Second Schedule or the Third Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index or the RPI Index (as applicable) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

A is the sum payable under this Deed;

B is the original sum calculated as the sum payable;

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

D is the BCIS Index or RPI Index (as applicable) the month two (2) months before the date of this Deed;

C/D is equal to or greater than 1.

12 VAT

12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

12.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

13 DISPUTE PROVISIONS

- 13.1 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 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 to the dispute in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor (or suitable person holding appropriate professional qualifications) to determine the dispute such solicitor or other person acting as an expert and his decision shall be final and binding on all parties to the dispute 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 to the dispute in equal shares.
- 13.3 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 (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties to the dispute 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 (10) Working Days.

14 CHANGES IN OWNERSHIP OF THE SITE

The Owner shall give the Section 106 Officer and the County Council within ten (10) Working Days written notice quoting the Council's reference DC/21/2503/OUT of any change in ownership of his freehold interest in the Site or of any other disposal of any part of the Site occurring before all the obligations under this Deed have been discharged such notice to give 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 purchased by reference to a plan save that this requirement

shall not apply to any such disposals to individual Dwelling purchasers or disposals of any part of the Site to a statutory undertaker.

15 NOTICES

The Owner covenants to inform the Council and County Council by way of written notice within fourteen (14) Working Days following:

- (i) Commencement of Development;
- (ii) First Occupation of the first (1st) Dwelling;
- (iii) Occupation of 40% of the Market Dwellings;
- (iv) Occupation of 60% of the Market Dwellings;
- (v) First Occupation of 75% of the Dwellings (rounded down); and
- (vi) First Occupation of the final Dwelling.

16 JURISDICTION

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

17 FUTURE PERMISSIONS

17.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

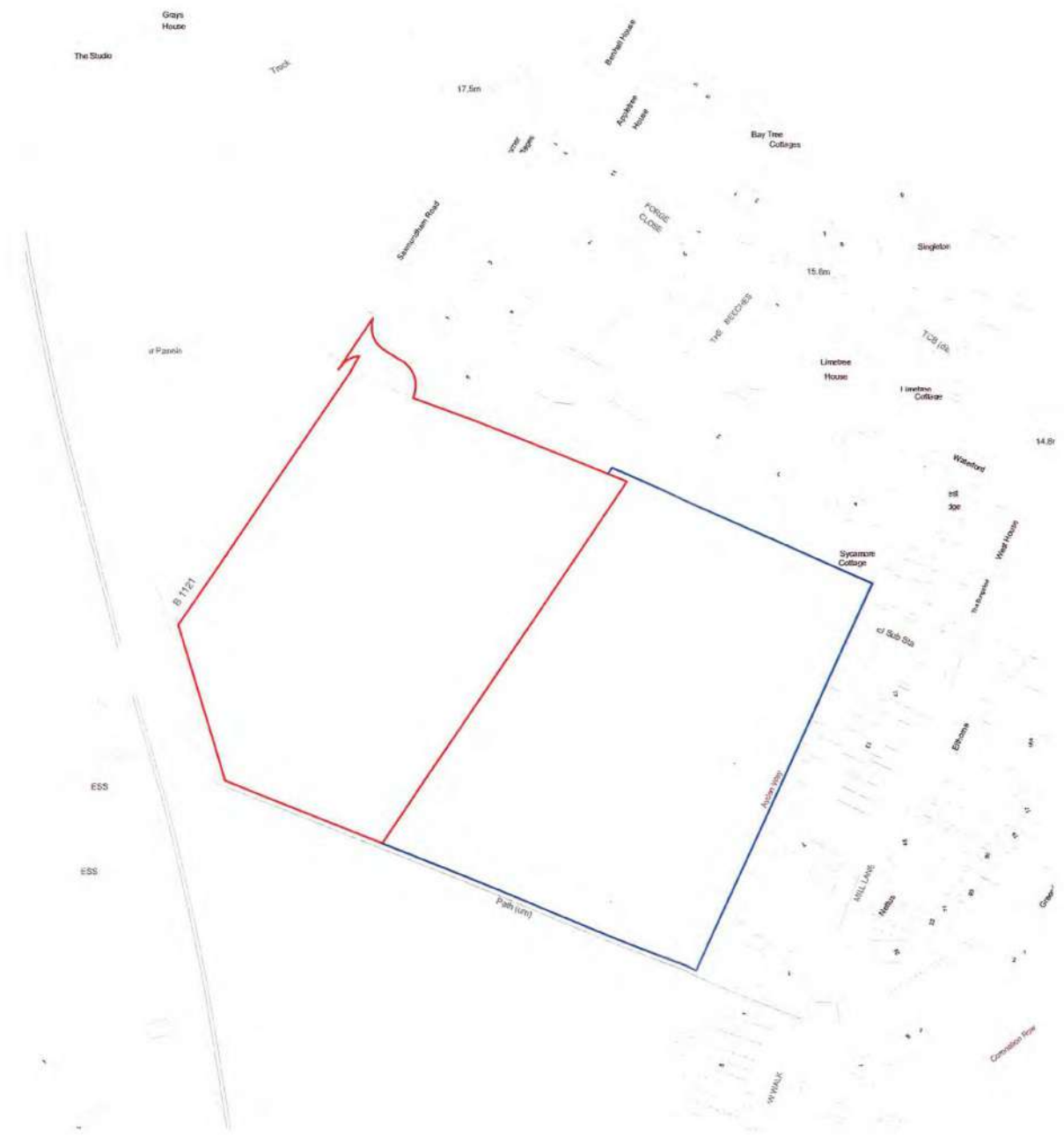
17.2 In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that such new planning permission is granted pursuant to section 73 of the Act:

17.2.1 the obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any planning permission granted pursuant to Section 73 of the Act; and

NO DIMENSIONS TO BE SCALED FROM THIS DRAWING

Project Name: PC XX XX 03 Design 0151 408
Status: Issued For
Page: P01

Revision	Date	Drawn / Check
P01	14/01/21	OF / MG
P02	04/06/21	OF / MG



Client: Mr I. Rix

Project: Proposed Residential Development, Saxmundham Rd, Benhall

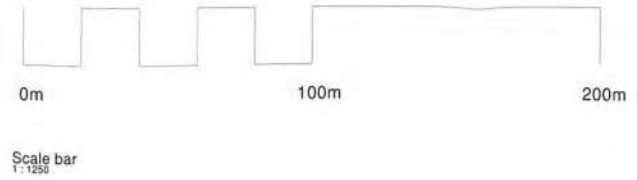
Title: Site Boundary Plan

Project N^o: 4088 - 0152
Drawing N^o: P02
Scale: unless otherwise stated
BS 1192 Ref

PC-Designer-0152

KLH The Old Steelyard
 Poplar Lane
 Sproughton
 Ipswich
 IP8 3HL
 T. 01473 689 532
www.klharchitects.com

Site Boundary Plan
1:1250



SECOND SCHEDULE

The Owner's Covenants with the Council

The Owner hereby covenants with the Council as follows (unless otherwise agreed in writing by the Owner and the Council):

1 Affordable Housing

- 1.1 The Owner covenants not to Commence Development or allow the Commencement of Development unless or until an Affordable Housing Scheme has been submitted to and approved by the Council.
- 1.2 The Owner covenants that no more than 40% of the Market Dwellings shall be Occupied (save unless otherwise agreed with the Council) until the Council has been notified of the name and registration number of the proposed Registered Provider for the Affordable Dwellings (save for any Affordable Dwellings to be sold directly by the Owner) and a contract has been entered into with the Registered Provider
- 1.3 The Owner covenants that no more than 40% of the Dwellings shall be Occupied until the Affordable Housing Contribution has been paid to the Council (if applicable)
- 1.4 The Owner covenants that no more than 60% of the Market Dwellings shall be Occupied until all of the Affordable Dwellings have been constructed in accordance with the Planning Permission made ready for residential Occupation and either transferred to the Registered Provider or marketed for sale to Qualifying Persons in accordance with the terms of this Deed
- 1.5 The Owner covenants that from the date of Practical Completion of the Affordable Dwellings they shall not be used other than for the purposes of Affordable Housing for Eligible Persons or Qualifying Persons in accordance with the Affordable Housing Scheme subject however to the provisions herein.
- 1.6 In the event that a Registered Provider cannot be found for any of the Affordable Dwellings (save for any Affordable Dwellings to be sold directly by the Owner) throughout England despite the Owner's reasonable 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.

- 1.6.1 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.
- 1.6.2 If after three calendar months of handover of the Affordable Dwellings to the Registered Provider there remains any 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 (December 2023) (or any amended or subsequent national planning policy that may be published by the Government from time to time).
- 1.7 Nothing in this 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.
- 1.8 The Affordable Housing obligations in this Second 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 Discount Market Sales Dwelling or any persons or bodies deriving title through such Chargee, Mortgagee or Receiver PROVIDED THAT:
- 1.8.1 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 Dwellings 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
- 1.8.2 if such Disposal of the Affordable Dwellings 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 Dwellings for Rent or Shared Ownership Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

- 1.8.3 once notice of intention to Dispose of the relevant Discount Market Sales Dwelling has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that Discount Market Sales Dwelling subject only to paragraph 1.8.4 at its full Market Value
- 1.8.4 following the Disposal of the relevant Discount Market Sale Dwelling the Mortgagee or Receiver shall pay to the Council an amount equal to 20% of the Disposal price or such lower amount where 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 less than 20% of the Disposal price remains
- 1.8.5 following receipt of notification of the Disposal of the relevant Discount Market Sales Dwelling the Council shall:
- I. 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 3.6; and
 - II. apply all such monies received towards the provision of Affordable Housing in East Suffolk

Affordable Housing Table

Tenure	Number/Percentage
Affordable Dwellings for Rent	50%
Shared Ownership Dwelling	25%
Discount Market Sale Dwelling	25%

2 Affordable Dwellings for Rent and Shared Ownership Dwellings

- 2.1 The Registered Provider shall enter into a Nomination Agreement with the Council and shall not let Dispose or otherwise permit Occupation of any of the Affordable Dwellings for Rent until such Nomination Agreement has been entered into
- 2.2 On the first and any subsequent letting of an Affordable Dwellings for Rent the Council will (unless otherwise agreed in writing) nominate eligible applicants in accordance with the Allocation Policy and Nomination Agreement (and priority will go to applicants who have a local connection in accordance with the Local Connection Cascade provided at the Seventh Schedule).
- 2.3 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 Registered Provider nor prevent any Registered Provider from charging the Affordable Dwellings in whole or part.
- 2.4 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.
- 2.5 In the event 100% of a Shared Ownership Dwelling is purchased:
- i. 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;
 - ii. in the event the Registered Provider purchases the Shared Ownership Dwelling in accordance with this clause at 2.5(i) the Shared Ownership Dwelling will be marketed as such subject to the terms of this Deed; and
 - iii. 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 2.5(i), then the owner of the Shared Ownership Dwelling may sell it on the open market from the terms of this Deed.

3 Discount Market Sales Dwellings

- 3.1 The maximum price payable to the Owners in respect of the Disposal of a Discount Market Sale Dwelling shall not exceed 80% of the Market Value (for sale or leasehold purposes) as certified by a Valuer.
- 3.2 The Discount Market Sale Dwellings shall only be Disposed of (which term shall include a freehold sale or sale of a registrable lease) to a Qualifying Person in accordance with the Local Connections Cascade and on the terms specified herein PROVIDING THAT in the event they are transferred to a Registered Provider clauses 3.3 to 3.5 of this Paragraph 3 shall not apply:
- 3.3 The Owner covenants to agree the Sales Procedure with the Council no less than 8 weeks prior to marketing the Discount Market Sale Dwelling for its first sale.
- 3.4 Any dispute over the Market Value is to be determined by an independent expert who is a chartered surveyor of not less than 10 years standing who is experienced in the field of valuing and selling residential property such as the Discount Market Sale Dwellings.
- 3.5 No purchaser of a Discount Market Sale Dwelling shall sub-let or otherwise rent out such Discount Market Sale Dwelling (unless approved in writing by the Council).
- 3.6 Where the freehold or a registrable leasehold interest in a Discount Market Sale Dwelling is transferred such transfer and all such subsequent transfers shall contain a covenant binding the transferee and all subsequent transferees that no transfer shall take place save for a Disposal of the freehold or registrable leasehold interest in the Discount Market Sale Dwelling at a price or premium which does not exceed 80% of the Market Value of the said unit at the date of Disposal as certified by a Valuer and will on each transfer of the said units apply for the following restriction (or a restriction in similar terms) to be entered in the Register of the title in the property:
- 3.7 "No disposition of the registered estate by the proprietor of the registered estate is to be completed by registration without a certificate by the applicant for registration or their conveyancer that the purchase price for the property does not exceed 80% of the market value as determined in accordance with a Section 106 Agreement dated () and made under Section 106 Agreement given under the Town and Country Planning Act 1990 between East Suffolk Council(1) and (2) and (3).

- 3.8 Nothing in the transfer shall operate to restrict delay limit or prevent the immediate Occupation or Disposal of any or Discount Market Sale Dwelling to or by a person and those living with him where such Occupation or Disposal arises as a result of a court order or any other statutory provision or presumption or will or intestacy but subject always to the strict compliance by any transferee of the legal estate with the provisions of this paragraph before any further Disposal for value of the legal estate takes place.
- 3.9 In the event the Owner is unable to find a suitable buyer for a Discount Market Sale Dwelling despite marketing the Dwelling for at least 6 months in total and all reasonable steps have been taken to sell the Dwelling (including, where appropriate, reducing the asking price) the Council may agree in writing to allow the sale of the dwelling on the open market and to remove the title restriction set out in paragraph 3.7 PROVIDING THAT

3.9.1 The Council has agreed in writing it is satisfied the Owner is unable to find a suitable buyer

3.9.2 A sum is paid to the Council equal to 20% of the purchase price of the Discount Market Sale Dwelling (or, as much as possible of that once the value of all lending against the Dwelling has been cleared) net of any additional Stamp Duty liability incurred towards the provision of Affordable Housing within the East Suffolk District.

4 RAMS Mitigation Contribution

- 4.1 The Owner covenants not to Commence Development or allow the Commencement of Development until the RAMS Mitigation Contribution has been paid to the Council.

THIRD SCHEDULE

The Owner's Covenants with the County Council

The Owner hereby covenants with the County Council as follows (unless otherwise agreed in writing by the Owner and the County Council):

1 Education Contribution

- 1.1 Not to Occupy or allow the first Occupation of the first Dwelling unless or until 50% of the Education Contribution has been paid to the County Council
- 1.2 To pay the County Council 50% of the Education Contribution prior to first Occupation of the first Dwelling.
- 1.3 Not to Occupy or allow the first Occupation of more than 75% of the Dwellings (rounded down) unless or until all of the Education Contribution has been paid to the County Council
- 1.4 To pay to the County Council a further 50% of the Education Contribution prior to first Occupation of 75% of the Dwellings (rounded down)

FOURTH SCHEDULE

The Council's Covenants

The Council hereby covenants with the Owner as follows:

- 1 The Council shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owner when satisfied that such obligations have been performed and shall cancel all entries made in the Register of Local Land Charges on written request in respect of this Deed when all the obligations have been performed.
- 2 The Council covenants with the Owner that it shall apply the RAMS Mitigation Contribution [and any Affordable Housing Contribution] paid to the Council solely towards the purposes specified in this Deed within ten (10) years from the date of receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the RAMS Mitigation Contribution or 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
- 3 The Council shall if requested to do so in writing after the expiry of ten (10) years from the date of receipt of the RAMS Mitigation Contribution or Affordable Housing Contribution pay such amount of the RAMS Mitigation Contribution or 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

FIFTH SCHEDULE

The County Council's Covenants

The County Council hereby covenants with the Owner as follows:

1. The County Council shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owner when satisfied that such obligations have been performed.
2. The County Council covenants with the Owner that it shall apply the Education Contribution paid to the County Council solely towards the purposes specified in this Deed.
3. If requested to do so in writing after the expiry of ten (10) years of the date the final Dwelling is first Occupied within a further period of one (1) year to pay within one month of such request to the Owner such amount of the Education Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end.

SIXTH SCHEDULE

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 or 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 it's 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

SEVENTH SCHEDULE

Local Connections 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 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 Benhall for the preceding 5 years, OR
- b) Has continuously had a principal place of work in Benhall for the preceding 5 years OR
- c) Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived in Benhall for the preceding 5 years,

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 Benhall for the preceding 5 years, OR
- b) Has continuously had a principal place of work within 10 miles of Benhall for the preceding 5 years OR
- c) Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within 10 miles of Benhall for the preceding 5 years

1.3. If there are no persons who qualify under paragraphs 1.1 and 1.2 above the Affordable Dwelling shall be re-advertised to the East Suffolk District 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 Discount Market Sales Dwellings the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a) Have continuously lived within Benhall for the preceding 5 years, OR
- b) Have continuously had a principal place of work within Benhall for the preceding 5 years
OR
- c) Have parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within Benhall for the preceding 5 years

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

2.2. On advertising subsequent Disposals of a Shared Ownership Dwelling or Discount Market Sales Dwellings the Dwelling shall be marketed for sale for the first 3 months who

- a) Have continuously lived within the East Suffolk District for the preceding 5 years
- 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, brother, sister, son or daughter) who are over 18 and who have lived in the East Suffolk District for the preceding 5 years

2.3. If there are no purchasers who qualify under paragraph 2.1 and 2.2 above within 3 months of marketing the Affordable Dwelling it may be sold to any Qualifying Person free of any local connection restrictions.

THE COMMON SEAL of)
EAST SUFFOLK COUNCIL)
was hereunto affixed to this)
Deed in the presence of:)



[Redacted signature area]

Authorised Officer

THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed to this)
Deed in the presence of:)



GULCAN DIRLIK
Authorised Officer

SIGNED and DELIVERED as)
a deed by IAN CHARLES RIX)
in the presence of:)

[Redacted signature area]

[Redacted signature area]

Witness Name DANIEL GIBLITT
Witness Address:
Witness Occupation: SURVEYOR

Howes Percival LLP
Flint Buildings
1 Bedding Lane
Norwich
Norfolk
NR3 1RG