

Dated

10TH JANUARY

2019

(1) South Holland District Council

and

(2) Ivan John Dennis

and

(3) Alan James Dennis

and

(4) Sheila Josephine Gill

PLANNING OBLIGATION BY DEED
Section 106 of the Town and Country Planning Act 1990

**Relating to land off
Spalding Road, Gosberton, Spalding**

**South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE**

SHDC Reference: LD/H08-1216-17

Date

20

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and
- (2) **IVAN JOHN DENNIS** of 60 Belchmire Lane, Gosberton, Spalding, PE11 4HG and **ALAN JAMES DENNIS** of 9 Spalding Road, Gosberton, Spalding, PE11 4NP and **SHEILA JOSEPHINE GILL** of 125 Wyberton Low Road, Boston, PE21 7RZ ("the Owners");

INTRODUCTION

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.
- (B) The Owners are the freehold owner of the Land registered under title number LL297115 free from encumbrances.
- (C) The Owners have via their agent applied to the Council for outline planning permission for the Land under reference H08-1216-17 for residential development for up to 38 Dwellings.
- (D) The Council resolved on 13 June 2018 to grant Planning Permission for the Development in accordance with the Application subject to the Owners entering this Planning Agreement without which Planning Permission for this Development would be refused.
- (E) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (F) The parties agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being a minimum of 25% of the total number of Dwellings to be provided as part of the Development
"Affordable Housing"	means affordable housing as described in Annex B of the National Planning Policy Framework dated July 2018, or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or supersede
"Affordable Housing Contribution"	means a financial contribution calculated in accordance with the Affordable Housing Contribution formula set out at Annex A Part 1 or Part 2 to this Deed
"Affordable Housing Provider"	means (a) a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) (b) a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England or (c) an alternative affordable housing provider (including but not limited to a housing trust or company, a community land trust or an almshouses society) which has been approved by the Council in writing (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Scheme"	means a scheme to be submitted to and approved in writing by the Council (acting

	reasonably) detailing the tenure, mix, size and location of the Affordable Housing in accordance with Schedule 3 of this Agreement for the provision of 25% of the Dwellings as Affordable Housing to meet local housing needs
"Affordable Rent Dwelling"	means an Affordable Dwelling rented to an Eligible Household by a local authority or an Affordable Housing Provider subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and where the rent and service charge must not exceed the Local Housing Allowance for the relevant area which is reviewed annually and "Affordable Rent" shall be construed accordingly
"Application"	means the application for Planning Permission for the Development and allocated reference number H08-1216-17
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider or any Affordable Housing Unit or any receiver (including an administrative receiver, any fixed charge receiver and/or any receiver appointed under the Law of Property Act 1925) or any administrator 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 (including but not limited to a "Housing Administrator" as defined in

	Section 95 of the Housing and Planning Act 2016) howsoever appointed or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security
"Commencement of Development"	means 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 access, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse conditions the laying or diversion of services, the erection of hoardings or other temporary means of enclosure and the temporary display of site notices or advertisements
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Design and Quality Standards"	means the National Space Standards to which the Affordable Dwellings should be built and as a minimum should be no smaller than the former Housing Corporation Design and Quality standards of: 1 beds 2 person 45sqm 2 beds 4 person 67sqm 3 beds 5 person 82sqm

	4 beds 6 person 95sqm
"Development"	means the residential development of the Land for up to 38 Dwellings, pursuant to the Planning Permission
"District"	means the District of South Holland
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission
"Education Authority"	means the Local Education Authority for the area within which the land is situated.
"Education Contribution"	means a sum that shall be calculated per dwelling in line with the Education Formula as set out in Annex B to this Deed which arises out of the need to provide primary and secondary school places the contribution of which shall be used towards the provision of a sixth classroom at Gosberton Academy and towards an additional English classroom at The Thomas Cowley High School Donington.
"Eligible Household"	means a household whose housing needs are not met by the market at a cost low enough for them to afford determined with regard to local incomes and local house prices and who will be proposed as the owners and/or occupiers of an Affordable Dwelling in accordance with a Nomination Agreement AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of Intermediate Dwellings where those provisions would prevent it from being included on Homes England's National

	Affordable Housing Programme or any successor programme approved by the Council in writing
"Health Care Facilities Contribution"	means sum of £444 per Dwelling which shall be subject to any increases in accordance with the Health Care contribution formula as set out at Annex C to this Deed to be used for the purpose of increasing the capacity for consulting/treatment rooms or administration areas at Gosberton Medical Centre
"Health Care Provider"	means the relevant regional health care provider for NHS England
"Index"	means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the parties
"Indexation"	means indexed as set out in Clause 11 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%
"Intermediate Dwellings"	means homes for sale or rent provided at a cost above social rent but below market levels to Eligible Households whose needs are not met by the market details of which to be agreed with the Council. These can include shared equity (shared ownership and equity loans) and Intermediate Rent Dwellings, but not Affordable Rent Dwellings

"Intermediate Rent Dwelling"	means a rent equivalent to 80% of the local Market Rent exclusive of any service charge and where the rent and service charge must not exceed the Local Housing Allowance for the relevant area which is reviewed annually
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Market Dwelling"	means a dwelling forming part of the Development which is general market housing for sale or rent on the open market and which is not Affordable Housing
"the Nomination Agreement"	means an agreement negotiated between the Council and the Affordable Housing Provider which guarantees the Affordable Rental Dwellings will be let on the Council's Housing Register substantially in the form set out and attached hereto at Schedule 5
"Occupation" and "Occupied"	means 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"	means the plan attached to this Deed labelled as drawing number 1284-1_OP_LP01 being the location plan submitted with the Application

"Planning Permission"	means the planning permission granted by the Council which is subject to this Agreement and attached in draft hereto at Schedule 2
"Practical Completion"	means the completion of a Dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly and a completion certificate issued pursuant to the then current Building Regulations shall be conclusive evidence that a Dwelling is practically complete.
"Protected Person"	means a person who: 1.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.3 has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Dwelling is owned by the tenant and a share is owned by the Affordable Housing Provider or other body or organisation) in

	respect of a particular Affordable Dwelling and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire freehold or leasehold of the Affordable Dwelling.
"Rented Housing"	means dwellings which are available to rent from an Affordable Housing Provider which will include either Affordable Rent Dwelling or Intermediate Rent Dwelling
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday 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, paragraph, 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 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 interchangeably
- 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 against each individually unless there is an express provision otherwise.
- 2.5 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 deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.
- 3.2 The covenants, restrictions and obligations imposed upon the Owners under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.

4. CONDITIONALITY

- 4.1 This Deed and the obligation to pay the Education Contribution and the Health Care Facilities Contribution is conditional upon
- (a) the grant of Planning Permission and;
 - (b) the Commencement of Development
- SAVE FOR** the provisions of Clauses 8.2, 8.4 and 10 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE OWNERS COVENANTS

- 5.1 The Owners covenant with the Council as set out herein

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants to comply with its obligations as set out herein.

7. NOTICES AND RECORD KEEPING

- 7.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if delivered by hand or sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party or other such other address as may be notified by one party to other from time to time.

- 7.2 The Owners shall serve the Commencement Notice upon the Council at least 10 Working Days prior to the Commencement of the Development.

8. MISCELLANEOUS

- 8.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of the functions as a local authority.
- 8.2 On completion of this Deed, the Owners shall pay to the Council their reasonable legal costs that have been incurred in the negotiation and completion of this Deed
- 8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This Deed shall be registerable as a local land charge by the Council.
- 8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request from the Owners cancel the relevant entry in the Register of Local Land Charges.
- 8.6 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.
- 8.7 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 Owners) modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or part of the Land against which any breach has been committed, but without prejudice to liability for any subsisting breach arising in relation to that part prior to parting with such interest.

8.9 This Deed shall not be enforceable against:

- 8.9.1 owners occupiers or tenants of Dwellings (other than Affordable Dwellings in respect of the obligations contained in paragraph 1 of Schedule 3) nor their mortgagees or against those deriving title from them;
- 8.9.2 any party solely as a result of such party possessing an interest in the Land relating to subsoil of land which has been adopted by the Council or any other relevant public body as maintainable at public expense;
- 8.9.3 statutory undertakers acquiring an interest in the Land for the purposes of their undertaking;

8.10 The provisions of paragraph 1 of Schedule 3 of this Agreement (Affordable Housing) shall not be binding on a mortgagee or chargee or a receiver (including an administrative receiver) appointed by a mortgagee or chargee or any successors in title to such mortgagee, chargee or receiver.

8.11 Representatives of the Council may enter upon the Land at any reasonable time upon reasonable prior written notice to ascertain whether the terms of this Deed are being or have been complied with.

8.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9. WAIVER

9.1 No waiver (whether expressed or implied) by the Council or the Owners 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 Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. CHANGE OF OWNERSHIP

10.1 The Owners agree with the Council to give the Council immediate written notice of any change in the ownership of any of its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with

details of the part of the Land disposed of **PROVIDED THAT** this shall not apply in relation to the sale or lease of a single Dwelling

11. INDEXATION

- 11.1 The sums referred to in the Schedules shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedules Three to Four divided by the Index figure last published prior to 13 June 2018 multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.

12. INTEREST

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

13. VAT

- 13.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owners and not the Council.

14. DISPUTE RESOLUTION

- 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 be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the parties or in the absence of agreement as to the identity of the person 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.
- 14.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by any party to the president for the time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.
- 14.3 Any person appointed pursuant to this clause shall act as an expert and his decision shall be final and binding on the parties in the absence of manifest error or fraud.

- 14.4 The expert's 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.
- 14.5 Any expert shall be appointed subject to the express requirement that a decision is 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 forty Working Days after appointment.
- 14.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

15. JURISDICTION

- 15.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

16. EXECUTION AND DELIVERY

This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE LAND

The Land is known as land off Spalding Road, Gosberton, Spalding and falling within Title Number LL297115 shown edged red on the Plan.

Notes

Measurements
Do not scale from this drawing.
All measurements should be checked against on site conditions and any discrepancies
should be brought to the attention of the relevant Engineering Consultant.
Customer Survey Map
© Crown Copyright 2017, OS Licence Ref: AL 100079613



Red line area: 1.63ha

A		WW	Red line revised	30.07.18
Rev	By	Notes	Date	
rdc Robert Doughty Consultancy 21 Mub Street, Leichhardt O Street, Leichhardt NSW 2110 Tel: 02 9559 4216 Fax: 02 9559 4216 Email: info@rdc-leichhardt.com.au Web: www.rdc-leichhardt.com.au				
Client Executors of Quentin Dennis				
Project Land off Spalding Road, Geckartan				
Drawing title Location Plan				
Drawing No 1284-1_of_1P01				
Rev A				
Drawn WW				
Scale 1:1250 @ A3				
Date 09.11.17				
Checked LMS				

SCHEDULE 2
PLANNING PERMISSION

Robert Doughty Consultancy Ltd
32 High Street
Helpringham
Sleaford
Lincs
NG34 0RA

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE
Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937
planningadvice@sholland.gov.uk
www.sholland.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H08-1216-17 **Date of Decision:**
Applicant: Executors of Queenie Dennis
C/O Robert Doughty Consultancy Ltd
32 High Street
Helpringham
Sleaford Lincs
Location: Land Off Spalding Road Gosberton Spalding Lincs
Description: Proposed residential development of up to 38 dwellings

South Holland District Council hereby give notice that permission has been GRANTED (or equivalent) subject to the following condition(s):

- 1 Application for approval of reserved matters must be made not later than three years beginning with the date of this permission, and the development must be begun before the expiration of two years from the final approval of reserved matters or in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: As required by Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Tree Preservation (Gosberton No.20) Order 2018 Date 2nd May 2018

Tree and Hedgerow Survey Report November 2017

SOAKAWAY INFILTRATION REPORT 20TH NOVEMBER 2017

Highway Design Statement

Ecological Appraisal & Bat Roost Potential Report December 2017

Preliminary Geo-Environmental Risk Assessment December 2017

Flood Risk Assessment & Outline Sustainable Drainage Strategy January 2018

Design & access statement December 2017

Viability Review March 2018

Plan A

Application Form

Drawing No 1284-1_OP_BP01

Drawing No 1284-1_OP_SP01 Rev A

Drawing No 1284-1 OP SP02

Reason: For the avoidance of doubt and in the interests of proper planning.

- 3 The following matters are reserved for subsequent approval by the Local Planning Authority and no development to which these matters relate shall be carried out until these matters have been approved, viz:

- i) detailed drawings of the estate layout to a scale of not less than 1:500 and including road and plot layouts;
- ii) detailed drawings to a scale of not less than 1:100 showing the siting, design and external appearance of each building, including a schedule of the materials to be used for external walls and roof;
- iii) the siting and design of any vehicular access to a highway or estate road;
- iv) the means of foul and surface water disposal;
- v) details of landscaping and tree planting.
- vi) the existing and proposed site levels and floor levels of the buildings and hard surfaced areas.

Reason: The application was submitted in outline only and the above details are required to enable the Local Planning Authority to assess the detailed design, scale, appearance and layout of the development as well as ensure that appropriate access and services are provided to serve the development.

This Condition is imposed in accordance with Policies SG12, SG13, SG14 and SG18 of the South Holland Local Plan, 2006 and national guidance contained in Section 10 of the National Planning Policy Framework, 2012.

- 4 No building works which comprise the erection of a building required to be served by water services shall be undertaken in connection with any phase of the development hereby permitted until full details of a scheme including phasing, for the provision of mains foul sewage infrastructure on and off site has been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until the works have been carried out in accordance with the approved scheme

Reason:

To prevent flooding, pollution and detriment to public amenity through provision of suitable water infrastructure.

In order to satisfy the above condition, an adequate scheme would need to be submitted demonstrating that there is (or will be prior to occupation) sufficient infrastructure capacity existing for the connection, conveyance, treatment and disposal of quantity and quality of water within the proposed phasing of development.

As you are aware the discharge of planning conditions rests with your Authority. It is, therefore, essential that you are satisfied that the proposed draft condition meets the requirements of paragraph 4 of the National Planning Practice Guidance (Use of Planning Conditions, section 2). Please notify us immediately if you are unable to apply our suggested condition, as we may need to tailor our advice accordingly

The site is shown to be within the floodplain as detailed on the Environment Agency's Flood Zone Maps. The proposed development site lies within Flood Zone 3 as described in Table 1 of the National Planning Practice Guidance (NPPG), (Flood Risk and Coastal Change - paragraph 65).

The applicant is advised to refer to the following document for information on flood resilience and resistance techniques to be included: 'Improving Flood Performance of New Buildings - Flood Resilient Construction' (DCLG 2007).

Finished floor levels (FFL) should be set 300mm above ground level.

The Flood Risk Assessment must also include details of surface water drainage arrangements and demonstrate that the proposal will not increase flood risk elsewhere - your Authority should seek the advice of the Lead Local Flood Authority with respect to the adequacy of this element of the assessment.

- 5 The development hereby permitted is limited to no more than 38 dwellings.

Reason: To define the terms of the permission

- 6 All works should be in accordance with the submitted Ecological Appraisal & Bat Roost Potential Report December 2017

Reason: In the interest of nature conservation. This Condition is imposed in accordance with advice within Section 11 of the National Planning Policy Framework, 2012.

- 7 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of landscaping and tree

planting indicating, inter alia, the number, species, heights on planting and positions of all trees in respect of the land to which that application relates, together with details of post-planting maintenance and such a scheme shall require the approval of the Local Planning Authority before any development is commenced. Such scheme as is approved by the Local Planning Authority shall be carried out in its entirety within a period of twelve months beginning with the date on which development is commenced. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

Note: The applicant is recommended to employ a qualified and experienced landscape designer to produce a landscaping scheme for the development.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policy SG18 of the South Holland Local Plan, 2006.

- 8 Prior to its installation, details of the proposed boundary treatment, including a schedule of materials, and details of the size and species of any hedging, shall be submitted to and approved in writing by the Local Planning Authority, and the details so approved shall be implemented in full before the development is first brought into use.

Reason: In the interests of the character and appearance of the development and the visual amenity of the area in which it is set.

This Condition is imposed in accordance with Policy SG14 of the South Holland Local Plan, 2006.

- 9 A detailed scheme of construction management to minimise disturbance during the construction process through noise, dust, vibration and smoke shall be submitted to and approved in writing by the Local Planning Authority before the development commences and the construction process shall be carried out in accordance with the scheme so approved. It shall also include a method statement, detailing how construction traffic, site personnel vehicles, materials deliveries and site accommodation will be managed to safeguard highway safety, free passage along Spalding Road and residential amenity.

Reason: In the interests of the amenity of local residents. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policies SG14 and SG17 of the South Holland Local Plan, 2006.

- 10 Details of the precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from the site during construction of the development shall be submitted to and approved in writing by the Local Planning Authority before the development commences. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority. These precautions shall be made available before commencement of the construction of the development and be kept

available and in full working order until such time as the Local Planning Authority agrees in writing to their withdrawal or the completion of the development.

Reason: In the interests of highway safety during the construction process. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policies SG15 and SG17 of the South Holland Local Plan, 2006.

- 11 No development shall be commenced until an Estate Street Phasing and Completion Plan has been submitted to and approved in writing by the Local Planning Authority. The Estate Street Phasing and Completion Plan shall set out the development phases and the standards that estate streets serving each phase of the development will be completed.

Reason: To ensure that the estate streets serving the development are completed and thereafter maintained to an acceptable standard in the interest of residential/highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the development; and to safeguard the visual amenities of the locality and users of the highway, in accordance with Policies SG14 and SG15 of the Development Plan.

- 12 No development shall be commenced until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been submitted to and approved by the Local Planning Authority

Reason: To ensure that the future maintenance of the streets serving the development thereafter, are secured and shall be maintained by the Local Highway Authority under Section 38 of the Highways Act 1980 or via an established private management and maintenance company.

- 13 No development shall be commenced until full engineering, drainage, street lighting and constructional details of the streets proposed for adoption have been submitted to and approved in writing by the Local Planning Authority. The development shall, thereafter, be constructed in accordance with the approved details, unless otherwise agreed in writing with the Local Planning Authority.

Reason: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the development; and to safeguard the visual amenities of the locality and users of the highway in accordance with Policies SG14 and SG15 of the Development Plan.

- 14 No development shall take place until a surface water drainage scheme for the site, based on sustainable urban drainage principles and an assessment of the hydrological and hydrogeological context of the development has been submitted to and approved in writing by the Local Planning Authority. The scheme shall: a) Provide details of how run-off will be safely conveyed and attenuated during storms up to and including the 1 in 100 year critical storm event, with an allowance for climate change, from all hard surfaced areas within the development into the existing local drainage infrastructure and watercourse system without exceeding the run-off rate for the undeveloped site; b) Provide attenuation details and discharge rates which shall be restricted to 1.4 litres per second; c) Provide details of the timetable for and any phasing of implementation for the

drainage scheme; and d) Provide details of how the scheme shall be maintained and managed over the lifetime of the development, including any arrangements for adoption by any public body or Statutory Undertaker and any other arrangements required to secure the operation of the drainage system throughout its lifetime. The development shall be carried out in accordance with the approved drainage scheme and no dwelling shall be occupied until the approved scheme has been completed or provided on the site in accordance with the approved phasing. The approved scheme shall be retained and maintained in full in accordance with the approved details.

Reason: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the development; and to safeguard the visual amenities of the locality and users of the highway in accordance with Policies SG11 and SG12 of the Development Plan.

- 15 The development hereby permitted shall not be commenced until a scheme to deal with any contamination of land or pollution of controlled waters has been submitted to and approved in writing by the Local Planning Authority (LPA) and until the measures approved in that scheme have been implemented. The scheme shall include all of the following measures:

i) a desk-top study carried out to identify and evaluate all potential sources of contamination and the impacts on land and/or controlled waters, relevant to the site. The desk-top study shall establish a 'conceptual site model' and identify all plausible pollutant linkages. Furthermore, the assessment shall set objectives for intrusive site investigation works/Quantitative Risk Assessment (or state if none required). Two full copies of the desk-top study and a non-technical summary shall be submitted to the LPA without delay upon completion.

ii) if identified as being required following the completion of the desk-top study, a site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed taking into account the sites existing status and proposed new use. Two full copies of the site investigation and findings shall be forwarded to the LPA without delay upon completion.

iii) thereafter, a written method statement detailing the remediation requirements for land contamination and/or pollution of controlled waters affecting the site shall be submitted to and approved in writing by the LPA, and all requirements shall be implemented and completed to the satisfaction of the LPA. No deviation shall be made from this scheme. If during redevelopment contamination not previously considered is identified, then the LPA shall be notified immediately and no further work shall be carried out until a method statement detailing a scheme for dealing with the suspect contamination has been submitted to and agreed in writing by the LPA.

iv) two full copies of a full closure report shall be submitted to and approved in writing by the LPA. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met.

Note

The applicant is advised that the phased risk assessment required by the Contaminated Land Scheme Condition should be carried out in accordance with the procedural guidance of the Environmental Protection Act 1990 Part 11A.

The applicant's attention is also drawn to the document entitled "Developing Land Within Lincolnshire - A guide to submitting planning applications to develop land that may be contaminated", which can be obtained through the Local Environmental Health Department.

Reason: To assess whether the site is polluted and to address any pollution to ensure a satisfactory development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policy SG13 of the South Holland Local Plan, 2006.

- 16 An equipped children's play areas shall be provided within the site. The timing of the implementation, location, detailed design, layout, specification of the equipment, and the management and maintenance regime of the play area shall be submitted to and approved in writing by the Local Planning Authority. The play area shall be provided in accordance with the details so approved, and thereafter so maintained.

Reason: To ensure that adequate play provision is made for the occupiers of the development hereby permitted and that the facility is adequately managed and maintained.

This Condition is imposed in accordance with Policies SG14 and HS11 of the South Holland Local Plan, 2006.

- 17 Prior to the commencement of the development hereby permitted beyond oversight, a plan illustrating all areas of publicly accessible open space shall be submitted to and approved in writing by the Local Planning Authority. The areas so approved shall be laid out and made available for use in accordance with a specification and phasing that shall first be agreed in writing by the Local Planning Authority, and shall thereafter be so maintained.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.

This Condition is imposed in accordance with Policies SG14 and HS11 of the South Holland Local Plan, 2006.

- 18 A management plan for the areas of publicly accessible open space and any outdoor play areas, including management responsibilities and maintenance schedules, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development hereby permitted beyond oversight. The management of these areas shall be carried out in accordance with the details so approved.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.

This Condition is imposed in accordance with Policies SG14 and HS11 of the South Holland Local Plan 2006.

- 19 No development shall take place until a written scheme of archaeological investigation has been submitted to and approved in writing by the Local Planning Authority. This scheme should include the following and should be in accordance with the archaeological brief supplied by the Lincolnshire County Council Historic Environment advisor on behalf of the Local Planning Authority:

1. An assessment of significance and proposed mitigation strategy (i.e. preservation by record, preservation in situ or a mix of these elements).
 2. A methodology and timetable of site investigation and recording
 3. Provision for site analysis
 4. Provision for publication and dissemination of analysis and records
 5. Provision for archive deposition
 6. Nomination of a competent person/organisation to undertake the work
 7. The scheme to be in accordance with the Lincolnshire Archaeological Handbook.
- The archaeological site work shall only be undertaken in accordance with the approved written scheme.

Reason: To ensure the preparation and implementation of an appropriate scheme of archaeological mitigation in accordance with national guidance contained in Section 12 of the National Planning Policy Framework, 2012. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

- 20 The applicant shall notify the Lincolnshire County Council Historic Environment Department in writing of the intention to commence at least fourteen days before the start of archaeological work required in connection with Condition 19 above in order to facilitate adequate monitoring arrangements.

Reason: To ensure satisfactory archaeological investigation and retrieval of archaeological finds in accordance with national guidance contained in Section 12 of the National Planning Policy Framework, 2012.

- 21 A copy of the final report required in connection with Condition 19 above shall be submitted within three months of the work being carried out to the Local Planning Authority and the Lincolnshire Historic Environment Record. The material and paper archive required as part of the written scheme of investigation shall be deposited with an appropriate archive in accordance with guidelines published in The Lincolnshire Archaeological Handbook.

Reason: To ensure satisfactory arrangements are made for the recording of possible archaeological remains in accordance with national guidance contained in Section 12 of the National Planning Policy Framework, 2012.

- 22 Details of the means of storage and disposal of refuse and recycling shall be submitted to and be approved by the Local Planning Authority and the development shall not commence in advance of that approval. The approved scheme shall be fully implemented before any dwellings are occupied and shall thereafter be retained.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal to avoid pollution, to protect residential amenity, and in the interests of the appearance of the site and the area within which it is set. This issue is integral to the

development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policies SG13 and SG17 of the South Holland Local Plan, 2006

23 When application is made to the Local Planning Authority for the approval of reserved matters, that application shall be accompanied by the following details:

i) a plan providing the following information for each tree on site with a trunk diameter exceeding 100mm measured over the bark at a point 1.5 metres above ground level:

-a reference number

-its location

-its species

-an accurately drawn canopy and measurements of its radius

-its approximate height

-an assessment of its general state of health and stability;

ii) details of which trees are proposed to be removed;

iii) details of any proposed topping or lopping of any retained tree, or of any tree on land adjacent to the site.

None of the existing trees on the site shall be cut down, up-rooted, destroyed, topped or lopped until the above information has been submitted to and approved by the Local Planning Authority unless first agreed in writing by the Local Planning Authority.

Reason: To ensure the protection of those trees on the site which are of amenity value, in the interest of the visual amenity of the locality.

This Condition is imposed in accordance with Policy SG18 of the South Holland Local Plan, 2006 and national guidance contained in Section 11 of the National Planning Policy Framework, 2012.

Notes:

This planning permission is subject to an Agreement under Section 106 of the Town & Country Planning Act 1990 dated ***** and can only be implemented as a consequence of meeting the provisions of that Agreement

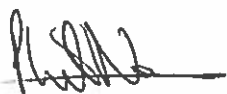
Please contact Lincolnshire County Council Streetworks & Permitting team on 01522 782070 to discuss any proposed statutory utility connections and any other works which will be required in the public highway in association with this application. This will enable Lincolnshire County Council to assist you in the coordination and timings of such works.

You are advised to contact Lincolnshire County Council as the local highway authority for approval of the road construction specification and programme before carrying out any works on site.

There are Protected Trees on the application site

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and subsequently determining to grant planning permission.

This decision notice, the relevant accompanying report and the determined plans can be viewed online at <http://planning.sholland.gov.uk/OcellaWeb/planningSearch>

A handwritten signature in black ink, appearing to read 'P. Norman', with a horizontal line extending to the right.

Phil Norman
Planning and Building Control Manager
South Holland District Council

15th October 2018

SCHEDULE 3

THE OWNER'S COVENANTS

The Owners covenants with the Council as follows:

1. AFFORDABLE HOUSING

- 1.1 Prior to Commencement of Development the Affordable Housing Scheme shall be submitted to the Council in writing for approval, such approval not to be unreasonably withheld or delayed.
- 1.2 Not to Occupy or permit the Occupation of more than 40% of the Market Dwellings until the construction of all Affordable Dwellings has been commenced in accordance with the Affordable Housing Scheme and written notification of that commencement has been received by the Council
- 1.3 Not to Occupy or permit the Occupation of more than 60% of the Market Dwellings until the construction of all Affordable Dwellings has been certified practically complete and has been transferred to the Affordable Housing Provider.
- 1.4 To use reasonable endeavours to transfer the Affordable Dwellings which the Owners is obliged to provide under the Affordable Housing Scheme to the Affordable Housing Provider and/or the Council in accordance with paragraph 1.5 below and should the Affordable Housing Provider be a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England on terms that accord with relevant funding requirements of Homes England current at the date of construction of the Affordable Housing.
- 1.5 The transfer shall contain inter alia the following:
 - 1.5.1 a grant in favour of the Affordable Housing Provider of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings;
 - 1.5.2 reservation of all rights of access and passage of services and rights of entry and all usual covenants reasonably necessary or appropriate for the beneficial enjoyment of the retained parts of the Land;
 - 1.5.3 a covenant by the Affordable Housing Provider not to use the transferred Affordable Housing other than for the purposes of

providing Affordable Housing in perpetuity but subject to the exemption clauses at paragraph 1.11 below.

- 1.6 For the purposes of this Deed “reasonable endeavours” shall include (but not necessarily limited to) the following:
 - 1.6.1 the Owners diligently undertaking negotiations with willing Affordable Housing Providers and/or the Council unless and until paragraph 1.8 below applies;
 - 1.6.2 the Owners shall avoid negotiating a sale to any Affordable Housing Provider of only the Intermediate Dwelling where this would result in the Owners being unable to secure the transfer of the Rented Housing to an Affordable Housing Provider;
 - 1.6.3 the Owners keeping the Council informed of its progress in negotiating a sale when requested by the Council but in any event on a quarterly basis beginning with the Commencement of Development and proactively taking into account comments made by the Council on that progress
- 1.7 Where contracts are exchanged with an Affordable Housing Provider pursuant to paragraph 1.4 above to supply a certified copy of such contract to the Council within five (5) Working Days of such contract being completed.
- 1.8 Where an Affordable Housing Provider is unwilling to take a transfer of an Affordable Dwelling and the Owners has supplied to the Council evidence of the use of reasonable endeavours to secure a transfer of such Affordable Dwelling to an Affordable Housing Provider (including copies of any offers to and responses from any Affordable Housing Provider) and the Council having taken into account paragraph 1.4 above is satisfied (acting reasonably) that having used reasonable endeavours the Owners is unable to identify an Affordable Housing Provider willing to purchase the Affordable Dwelling then the Owners shall at the Council's discretion either:
 - 1.8.1 provide instead an alternative tenure of Affordable Housing for that Affordable Dwelling such tenure to be approved in writing by the Council acting reasonably **AND** where any such Affordable Dwelling is a tenure referred to in this Deed then that Dwelling shall be subject to the relevant provisions of this Deed **SUBJECT TO** the Owners paying an Affordable Housing Contribution calculated in

- line with the Affordable Housing Contribution Formula set out in Annex A Part 1 for the difference in values of the tenure of the Affordable Housing such sum to be used for the provision of off-site Affordable Housing; or
- 1.8.2 pay to the Council an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution Formula set out in Annex A Part 2 and upon the Council providing written confirmation that such Affordable Housing Contribution has been received that Affordable Dwelling shall be discharged from the terms of this Deed and the Owners shall be free to sell that Dwelling on the open market to an individual purchaser and the Council shall remove reference to this Deed in the local land charges register in relation to that Dwelling
- 1.9 All Affordable Housing must be constructed to meet or exceed the Design and Quality Standards in force at the time of Commencement of the Development or in accordance with such other guidance as shall be issued by Homes England or its successor and approved in writing by the Council however in the absence of such guidance or standards shall be constructed to a standard agreed in writing with the Council.
- 1.10 From the date of Practical Completion of the Affordable Dwellings they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
- 1.10.1 any Protected Person or any mortgagee of a Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or
- 1.10.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty contained in paragraph 1.11 below; and
- 1.10.3 any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor
- 1.11 The Chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than three months prior notice to the Council of its intention to dispose and:
- 1.11.1 in the event that the Council responds within one month from receipt of the notice indicating that arrangements for the transfer of

- the Affordable Dwellings (on the basis the Chargee can recover or have the Affordable Housing Provider take responsibility for any outstanding debt) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangement and use its best endeavours to secure such transfer
- 1.11.2 if the Council does not serve its response to the notice served under sub-paragraph 1.11.1 of this schedule within the one month then the Chargee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this schedule
- 1.11.3 if the Council or any other person cannot within two months of the date of service of its response under sub-paragraph 1.11.1 of this schedule secure such transfer then provided that the Chargee shall have complied with its obligations under sub-paragraph 1.11.1 of this schedule the Chargee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this schedule **PROVIDED ALWAYS** that the Chargee shall not be required to act contrary to the charge or in a way which means that the debt protected by the mortgage or charge shall not be repaid in full **PROVIDED ALWAYS** that the Chargee shall not be entitled to protect a debt greater than the market value of the property valued as an Affordable Dwelling.
- 1.12 The Affordable Housing Provider is insofar as is reasonably practicable to re-invest any net capital receipts from the disposal (except by way of a charge or mortgage) of any Affordable Housing Unit in the District in liaison with the Council **PROVIDED THAT** the use of any monies for the repurchase of any staircased unit of Intermediate Dwellings including shared Ownership housing or an Affordable Rent Dwelling or Intermediate Rent Dwelling sold under a statutory duty will comply with this provision
- 1.12.1 compliance with the above shall not apply where to do so would require the Affordable Housing Provider of the Affordable Housing Units to act in a manner contrary to the requirements of Homes England (or any successor body) or any binding national guidance or direction that determines how any capital receipts from the disposal (except by way of a charge or mortgage) of any Affordable

Housing Unit should be re-invested or recycled

2. EDUCATION CONTRIBUTION

- 2.1 Not to Occupy or permit the Occupation of more than 50% of the Market Dwellings unless and until 50% of the Education Contribution has been paid to the Council.
- 2.2 Not to Occupy or permit Occupation of more than 75% of the Market Dwellings unless and until the balance of the Education Contribution has been paid to the Council in full.

3. HEALTHCARE FACILITIES CONTRIBUTION

- 3.1 Not to Occupy or permit the Occupation of more than 50% of the Market Dwellings unless and until the Healthcare Facilities Contribution has been paid to the Council in full.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council covenants with the OWNERS as follows:

1. AFFORDABLE HOUSING

The Council shall co-operate with any Affordable Housing Provider and enter into any Nominations Agreement between the Affordable Housing Provider and the Council within a reasonable period of request.

2. EDUCATION CONTRIBUTION

2.1 To notify the Education Authority within 10 working days of receipt of the Education Contribution that the Council is in receipt of the Education Contribution.

2.2 To pay the Education Contribution to the Education Authority upon receipt of a document from the Education Authority confirming that they will:

2.2.1 apply the Education Contribution towards the provision of a sixth classroom at Gosberton Academy and towards an additional English classroom at The Thomas Cowley High School Donington, the need of which arises from the Development and for no other purposes whatsoever; and

2.2.2 return forthwith any unspent part of the Education Contribution to the Council after the expiry of 5 years from the date of receipt of the Education Contribution.

2.3 To pay to the Owners any unspent monies received by them pursuant to paragraph 2.2.2 within 14 days of receipt from the Education Authority or if such sum is not then paid to the Education Authority then to repay to the Owners within 5 years of receipt by the Council of the Education Contribution.

3. HEALTH CARE FACILITIES CONTRIBUTION

3.1 To notify the Health Care Provider within 10 working days of receipt of the Health Care Facilities Contribution that the Council is in receipt of the Health Care Facilities Contribution.

- 3.2 To pay the Health Care Facilities Contribution to the Health Care Provider upon receipt of a document from the Health Care Provider that they will:
- 3.2.1 apply the Health Care Facilities Contribution for the purposes of increasing the capacity for consulting/treatment rooms or administration areas at Gosberton Medical Centre, the need of which arises from the Development and for no other purposes whatsoever; and
 - 3.2.2 return forthwith any unspent part of the Health Care Facilities Contribution to the Council after the expiry of 5 years from the date of receipt of the Health Care Facilities Contribution.
- 3.3 To pay to the Owners any unspent monies received by them pursuant to 3.2.2 within 14 days of receipt from the Health Care Provider or if such sum is not paid to the Health Care Provider, then to repay the Health Care Facilities Contribution to the Owner within 5 years of its receipt by the Council.
- 4. GENERAL**
- 4.1 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as practically possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 4.2 At the written request of the Owners the Council shall provide written confirmation of the full or partial discharge of the obligations given for the benefit of the Council contained in this Deed when satisfied that such obligations have been performed.

SCHEDULE 5
NOMINATION AGREEMENT

Dated

20....

(1) South Holland District Council

and

(2) [REGISTERED PROVIDER]

NOMINATION AGREEMENT

**Relating to land at
[LOCATION]**

**South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE**

SHDC Reference: LD/

THIS DEED is made the day of Two thousand and

.....

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices Priory Road
Spalding PE11 2XE ("the Council"); and
- (2) **[REGISTERED PROVIDER]** whose registered office is situated at [registered
office] ("the Association")

RECITALS

- (A) The Council resolved on [insert date] to grant planning permission for the
Development subject to the provision of (...) dwellings to be delivered as
affordable housing. The Council has agreed that [..... (...) Rented Units and
[..... (...) Intermediate Dwellings] shall be provided to meet the obligation to
provide affordable housing.
- (B) The Association intends to take a transfer of the Rented Units and by this Deed
the Association agrees with the Council that the said Rented Units shall be let
to occupiers in accordance with the nominations procedure detailed in Clause
4 below allowing the Council to nominate 100% of the initial tenants of each
Rented Unit and thereafter at least 75% of the tenants of each Rented Unit.
- (C) The Association intends to take a transfer of the Intermediate Dwellings and by
this Deed the Association agrees with the Council that the Intermediate
Dwellings (other Intermediate Rented Dwellings) shall be disposed of by the
Association in accordance with Clause 5 below

NOW THIS DEED WITNESSES AS FOLLOWS

1. DEFINITIONS

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

"the Development"	means the erection of dwellings on land [insert location] with planning application reference
"District"	means the District of South Holland
"Intermediate Dwelling"	means the (...) Intermediate Dwellings (being plots numbers x, x, x and x on the Development) as defined in Annex 2 of the National Planning Policy Framework 2018 or any replacement amendment or supplemental guidance to it on the land to which the allocation procedure in Clause 5 shall relate
"Local Housing Need"	means local housing need as determined by the Council in accordance with the Council's Housing Allocations Policy
"Nomination Notice"	means a notice served by the Council on the Association providing details of nominated prospective tenants for a Rented Unit in accordance with Clause 4.3.3 of this Deed
"Protected Tenant"	means (i) any tenant who has: (a) exercised the right to acquire pursuant to the Housing Act 1996 or 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 Rented Unit; or

	(b) exercised any statutory right to buy (or any equivalent contractual right) in respect of a Rented Unit; and (ii) any lessee of a Shared Ownership Unit
"Rented Units"	means the (...) Rented Units (being plots numbers x, x, x and x on the Development) to be provided as affordable rented units [and (being plots numbers x, x, x and x on the Development) to be provided as intermediate rented units] as defined in Annex 2 of the National Planning Policy Framework 2018 or any replacement amendment or supplemental guidance to it on the land to which the nomination rights contained in Clause 4 shall relate
"Vacancy Notice"	means a notice served by the Association giving the Council notice that a Rented Unit is available for occupation or re-let as appropriate
"Working Day"	means any day other than a Saturday Sunday or public or bank holiday 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, paragraph, 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 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 interchangeably
- 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 against each individually unless there is an express provision otherwise.
- 2.5 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 deriving title through or under that party and in the case of the Council, successors to its functions.

3. NOTICES

- 3.1 Any notice or document which is required to be given under the terms of this Deed shall be sent by email and shall be deemed to be sufficiently served if signed by or on behalf of the party issuing the notice.
- 3.2 The Council's email for service is allocations@sholland.gov.uk (or such other email address as the Council may from time to time notify the Association).
- 3.3 The Association's email address for service is [RP Email Address] (or such other email address as the Association may from time to time notify the Council).

- 3.4 Service shall be deemed to be made on the day of transmission if transmitted before 4:00 pm on a Working Day but otherwise on the next following Working Day

4. NOMINATIONS PROCEDURE: RENTED UNITS

- 4.1 Subject to the provisions of this Deed the initial occupiers of each of the Rented Units shall be nominated by the Council

- 4.2 After the initial nominations and subject to the provisions of this Deed the Council shall have the right to nominate the occupiers of at least 75% of all Rented Units which become vacant

- 4.3 Where the Council's rights of nomination apply the following provisions shall apply:

- 4.3.1 the Association shall serve on the Council a Vacancy Notice giving to the Council

- (a) 4 weeks' notice that a Rented Unit is ready for occupation in respect of an initial let; and
- (b) 5 Working Days' notice of impending vacancy of a Rented Unit in respect of a re-let

- 4.3.2 the Vacancy Notice shall include the following details:

- (a) address of the Rented Unit;
- (b) weekly rental and any service charges;
- (c) number of bedrooms and maximum occupancy;
- (d) age designation; and
- (e) any other relevant information such as adaptations to the Rented Unit

- 4.3.3 The Council shall within fifteen (15) Working Days (in respect of an initial let) and five (5) Working Days (in respect of a re-let) of receipt of the Vacancy Notice serve on the Association a Nomination Notice containing in priority order details of as many names and addresses of persons known to the Council as being in Local Housing Need as the Council considers appropriate
- 4.3.4 If the initial Nomination is exhausted without the tenancy having been accepted the Association will notify the Council and the Council will have a further period of five (5) Working Days within which to provide a further Nomination Notice in accordance with the above provisions
- 4.3.5 A Rented Unit shall be offered to occupiers in accordance with the following provisions:
- (a) the tenancy of a Rented Unit shall first be offered to the person whose name appears first on the Nomination Notice;
 - (b) if that person shall refuse or fail to accept the offer of a tenancy the Rented Unit shall be offered to the person whose name next appears on the Nomination Notice and if that person shall also refuse or fail to accept the offer of a tenancy then this process shall be repeated as often as may be necessary until **EITHER** the offer of a tenancy has been accepted **OR** the initial Nomination Notice and any further Nomination Notices have been exhausted without the tenancy having been accepted;
 - (c) where **EITHER** the initial Nomination Notice and any further Nomination Notices are exhausted without the tenancy having been accepted **OR** the Council fails to provide a Nomination Notice **OR** the Council advises that it is not aware of any persons whom it considers to be in Local Housing Need then the Association shall have the right to select the occupier of the Rented Unit from its own

applications provided such person or persons are in Local Housing Need **BUT FOR THE AVOIDANCE OF DOUBT** it is hereby agreed that if the Association exercises such a right the tenancy shall not be considered a Council nomination for the purpose of determining the sequence of nominations provided for in this Deed.

4.3.6 the Association will notify the Council:

- (a) within three (3) Working Days of the end of the acceptance period where the prospective tenant fails to accept a tenancy;
- (b) within three (3) Working Days where a prospective tenant provisionally accepts a tenancy;
- (c) within three (3) Working Days where a prospective tenant refuses the tenancy including any reasons for refusal given;
- (d) within three (3) Working Days of any decision by the Association that the prospective tenant does not meet the Association's criteria including the reasons why the prospective tenant does not meet such criteria; and
- (e) within three (3) Working Days of the start date of the tenancy

4.3.7 the Association will liaise with the Council where the Owner wishes to use for a management transfer any vacancy for which the Council has nomination rights.

4.4 the Association shall provide to the Council details of all lettings completed in respect of all Rented Units such returns to be made quarterly to the Council.

5. ALLOCATION PROCEDURE: INTERMEDIATE DWELLING

- 5.1 The Association shall not permit any Intermediate Dwelling other than Intermediate Rented Dwelling to be occupied except by a person who satisfies the HomeBuy Agent (or any successor) or the Council's qualifying criteria
- 5.2 Intermediate Rented Dwelling shall be allocated in accordance with the procedure in Clause 4 above (Rented Units).

6. DISPUTES AND MEDIATION PROCEDURE

- 6.1 Any disputed cases arising from this Deed will be discussed and dealt with by the Council's Housing Options Manager (or successor post) (or such other officer as the Council may from time to time notify the Association) and the Association's [insert post] (or successor post)
- 6.2 If they cannot decide then the Council's Head of Housing (or successor post) and the Association's [insert post] (or successor post) will discuss the case and make a final decision.

7. AGREEMENTS AND DECLARATIONS

- 7.1 This Deed is personal to the Association and the Council and for the avoidance of doubt **IT IS HEREBY DECLARED** that this Deed shall not bind
 - 7.1.1 any Protected Tenant;
 - 7.1.2 any mortgagee or charge of a Protected Tenant;
 - 7.1.3 any mortgagee or charge of the Association or any receiver (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) or the whole or any part of the

Rented Units and/or Shared Ownership Units or any persons or bodies deriving title through such mortgagee or charge or Receiver

7.2 The parties hereto agree and declare that the parties hereto shall have the right to vary this Deed in writing if they jointly so wish

Signed on behalf of **SOUTH**

HOLLAND DISTRICT COUNCIL

Signed on behalf of

[ASSOCIATION]

The **COMMON SEAL** of **SOUTH
HOLLAND DISTRICT COUNCIL**

was hereunto affixed
in the presence of:-


Authorised Signatory



**SIGNED as a DEED by
IVAN JOHN DENNIS**
in the presence of:

X *I J Dennis* X

Name of Witness *MAVIS WAKEFIELD*
Signature of witness *M E. Wakefield*
Address *17 GOSFREY AVENUE*
Occupation *Ret. GOSBERTON.*

**SIGNED as a DEED by
ALAN JAMES DENNIS**
in the presence of:

X *A J Dennis* X

Name of Witness *GARY WILSON*
Signature of witness *G W*
Address *1 RUTLAND GARDENS GOSBERTON PE11 4HR*
Occupation *COURIER*

SIGNED as a DEED by

SHEILA JOSEPHINE GILL

/ S. J. Gill

X

in the presence of:

Name of Witness JOHN FREDRICK SMITH

Signature of witness 

Address 84 WYBERTON LOW RD BOSTON Lincs.
PE21 7SA

Occupation NONE

ANNEX A

AFFORDABLE HOUSING CONTRIBUTION FORMULA

Part 1

Owners contribution is $A = (B \text{ less } C) \text{ plus } D$

- A = the affordable dwelling payment
- B = the intermediate transfer value as determined by the original valuer and agreed by all parties
- C = the original affordable housing scheme transfer values as determined by the original valuer and agreed by all parties
- D = the affordable dwelling payment will be index linked to the percentage difference between house price inflation (UK House Price Index) and build cost inflation (BCIS All in Tender Price Index) if not paid within 12-months of the date of this Deed

The affordable dwelling payment will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The costs for re-determining the values of B and C will be fully recharged to the Owners

Part 2

The Owners contribution is $A = B \text{ less } C$

- A = the affordable dwelling payment
- B = the affordable dwelling open market value as determined by an independent expert and agreed by all parties
- C = the affordable housing transfer values as determined by an independent expert and agreed by all parties

The off-site contribution will be calculated by the independent expert when no more than 60% of the Market Dwellings have been completed and will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The Owners will reimburse the Council for the reasonable cost of the independent valuation in all but exceptional circumstances.

Annex B

Education Contribution Formula

Please note the contributions will be calculated by working out the total number of each type of house proposed within the development ranging from 2 bedroom houses to 4+ bedroom houses which will then be multiplied by the PPR as set out below:

Primary School Places

Relevant PPR (Pupil Productivity Ratio)

House Type (category)	Number of homes in each category	PPR	Total number of primary places
2 Bedroom		0.09	
3 Bedroom		0.17	
4+ Bedroom		0.33	
Grand Total			

Total number of Primary Places x **£12,257** (Primary Cost Multiplier*) = Contribution (£)
 Contribution x **0.92** (Local Multiplier **) = **Total Contribution to be paid for Primary Places**

Secondary School Places

Relevant PPR (Pupil Productivity Ratio)

House Type (category)	Number of homes in each category	PPR	Total number of primary places
2 Bedroom		0.09	
3 Bedroom		0.17	
4+ Bedroom		0.27	
Grand Total			

Total number of Secondary Places x **£18,469** (Secondary Cost Multiplier*) = Contribution (£)

Contribution x 0.92 (Local Multiplier **) = Total Contribution to be paid for Secondary Places

* Multipliers are reviewed and the most current multiplier should be used at the time of payment of the contribution

** to reflect the average build cost in Lincolnshire

NB: The number of pupils is determined as a whole number so any pupil numbers are rounded down to the nearest whole number

Annex C
HEALTHCARE CONTRIBUTION FORMULA

	Average list size per GP	Required m2	£ per m2	Total cost	£per person
GP team	1,800	170	1,500	£255,000	142
GP furnishings	1,800			£20,000	12
					154
Contingency requirements @ 20%					31
Total per resident					185
Total per dwelling (resident x 2.4)					444

The table shows the contribution formula which is based on the needs of a Primary Care Health Team and associated administration support. By applying average national list sizes to these groups and identifying the required area and furnishings, a total cost of £185 is determined per patient. This figure is multiplied by 2.4 (the average number of persons per dwelling for (SHDC) to provide a funding per dwelling of £444.

The figures may be reviewed and the most current figure published at the time of the payment of the contribution should be used.