_planningadvice

From: Polly Harris-Gorf
Sent: 06 November 2019 12:41
To: _planningadvice
Subject: FW: H11-1207-17 - Land between Seagate Road and Wisbech Road Long Sutton [fid38650]
Attachments: 20190926 - Completed S.106 Agreement Seagate Road.pdf

3106 (S106 legal agreement)

132C

H11-1207-17

Dated 26TH SEPTEMBER 2019

(1) South Holland District Council

and

(2) Michael Earnest Chapman

and

(3) James Michael Chapman

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

Relating to land between Seagate Road and Wisbech Road (B1359), Long Sutton, Spalding

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

SHDC Reference: LD/H11-1207-17

Date 26TH SEPTEMBER 2019

BETWEEN

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and

(2) **MICHAEL ERNEST CHAPMAN** of 1 Delph Fields, Long Sutton, Spalding PE129BJ and **JAMES MICHAEL CHAPMAN** of Piper Lodge, 61 Station Road, Long Sutton, Spalding PE12 9BS ("the Owner");

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 Owner is the freehold owner of the Land registered under title numbers LL368453 and LL120247.

(C) The Owner has via their agent applied to the Council for outline planning permission for the Land under reference H11-1207-17 for residential development for up to 215 Dwellings.

(D) The Council resolved on 9 May 2018 to grant Planning Permission for the Development in accordance with the Application subject to the Owner 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 2 of the National Planning Policy Framework dated February 2019, 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 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 of which: (a) 70% shall be Rented Housing; and (b) 30% shall be Intermediate Dwellings
"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 H11-1207-17
"Chargee"	means any mortgagee or chargee of the Affordable Housing 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"	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 215 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
"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
"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, Secondary and Sixth Form places the contribution of which shall be used towards a local Primary School, Secondary School and a local school-based sixth form
"Health Care Facilities Contribution"	means the 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 at Littlebury Medical Centre for the purpose of providing additional clinical rooms
"Health Care Provider"	means the relevant regional health care provider for NHS England

"Highway Authority"	means the Local Highway Authority for the area within which the land is situated
"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, 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 3359-XX-XX-DRG-AR-0002-PA1 being the indicative site layout plan submitted with the Application
"Planning Permission"	means the planning permission granted by the Council which is subject to this Agreement and attached 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 that a Dwelling is practically complete.
"Protected Person"	means a person who:

	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 the 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 a Affordable Housing Provider which will include either Affordable Rent Dwelling or Intermediate Rent Dwelling
"Travel Plan"	means the Residential Travel Plan to be submitted to the Highway Authority

"Travel Plan Contribution"	means the sum of £5,000 to cover the costs incurred in monitoring the Travel Plan to be paid in instalments of £1,000 per year
"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 Owner 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 Owner.

4. CONDITIONALITY

4.1 This Deed and the obligation to pay the Education Contribution, the Health Care Facilities Contribution and the Travel Plan 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 OWNER'S COVENANTS

5.1 The Owner covenants 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 Developer shall serve the Commencement Notice upon the Council at least 20 Working Days prior to the Commencement of the Development.

8. MISCELLANEOUS

8.1 Nothing contained or implied in this Deed shall prejudice or effect 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 Developer 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 Developer 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 Owner or Developer 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 Owner/Developer) 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 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 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 charge or a receiver (including an administrative receiver) appointed by a mortgagee or charge or any successors in title to such mortgagee, charge 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 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 Owner 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 Owner and the Developer agrees 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 Five divided by the Index figure last published prior to 30 November 2016 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 Developer 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 between Seagate Road and B1359 Wisbech Road and falling within Title Numbers LL368453 and LL120247 shown for identification purposes on the Plan.

SCHEDULE 2

PLANNING PERMISSION

SOUTH HOLLAND DISTRICT COUNCIL

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

Templeman Design
Kings Lynn Innovation Centre
1 Innovation Drive
Kings Lynn
Norfolk
PE30 5BY

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H11-1207-17 **Date of Decision:**

Applicant: O G E Chapman & Son
C/O Hix & Son
28 Church Street
Holbeach
Spalding Lincs

Location: Land Between Seagate Road And B1359 Wisbech Road Long Sutton Spalding

Description: Residential development of approximately 215 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:

Preliminary Ecological Appraisal October 2017
Document to Inform a Habitats Regulations Assessment November 2017
Flood Risk Assessment 29.08.2017
Planning Support Statement Nov 2017

Drawing No 3359-TD-XX-XX-DRG-AR-1001-P0
Drawing No.3359-TD-XX-XX-DRG-AR-1002-P0
Drawing No.3224.SK01 P2
Drawing No.3359-TD-SEA-XX-DRG-AR-0001-P0
Application Form
Drawing No.3224/100 P2
Drawing Number: 3359-TD-XX-XX-DRG-AR-0004-P0
Drainage Strategy Report
Drawing Number: 3359-TD-XX-XX-DRG-AR-0003-P0
Drawing Number: 3359-TD-XX-XX-DRG-AR-0002-P0
Heritage Statement February 2018
Framework Residential Travel Plan

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 2, 3, 4, 5, 6, 10, 11, 12, 17 and 18 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

4 The development hereby permitted is limited to no more than 215 dwellings.

Reason: To define the terms of the permission.

5 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 Policies 2, 3 and 30 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

6 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 Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

7 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 Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

8 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 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

9 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 Policy 29 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

10 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 9 above in order to facilitate adequate monitoring arrangements.

Reason: To ensure satisfactory archaeological investigation and retrieval of archaeological finds in accordance with Policy 29 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019

11 A copy of the final report required in connection with Condition 9 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 in accordance with Policy 29 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

12 The development permitted by this planning permission shall be carried out in accordance with the approved Flood Risk Assessment (FRA) prepared by SM Hemmings, report ref: 3359-SH-SEAG-XX-RPT-AR-0002, dated 29 August 2017 and the following mitigation measures detailed within the FRA:

·Finished floor levels of the proposed development will be set no lower than 3.7mAOD, maximum of 800mm above existing ground level.
·Flood resilient and resistance measures will be incorporated into the development.
·The development will be two storey.

The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.
This Condition is imposed in accordance with Policies 2, 3 and 5 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

13 All works should be in accordance with the submitted PRELIMINARY ECOLOGICAL APPRAISAL October 2017 and the Document to Inform a Habitats Regulations Assessment November 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.

14 Before each dwelling is occupied the roads and/or footways providing access to that dwelling, for the whole of its frontage, from an existing public highway, shall be constructed to a specification to enable them to be adopted as Highways Maintainable at the Public Expense, less the carriageway and footway surface courses.

The carriageway and footway surface courses shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling.

Reason: To ensure safe access to the site and each dwelling/building in the interests of residential amenity, convenience and safety.
This Condition is imposed in accordance Policies 2, 3 and 28 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

15 No dwellings shall be commenced before the first 60 metres of estate road from its junction with the public highway, including visibility splays, has been completed.

Reason:In the interests of safety of the users of the public highway and the safety of the users of the site and to enable construction and site personnel vehicles and vehicles making materials deliveries to the permitted development to wait clear of the carriageways of Seagate Road and Wisbech Road.
This Condition is imposed in accordance Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

16 Before any dwelling is commenced, all of that part of the estate road and associated footways that forms the junction with the main road and which will be constructed within the limits of the existing highway, shall be laid out and constructed to finished surface levels in accordance with details to be submitted and approved by the local planning authority.

Reason: In the interests of safety of the users of the public highway and the safety of the users of the site.

This Condition is imposed in accordance Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

17 No development shall take place until a surface water drainage scheme for the site, based on sustainable 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, unless agreed otherwise with the surface water receiving body, shall be restricted to 1.4 litres per second per hectare; c) Provide details of the timetable for and any phasing of implementation for the drainage scheme; 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 and e) Provide details for the provision of new drainage infrastructure within Seagate Road, to replace the existing drainage infrastructure between the Application Site and the Board-maintained 'Falls Drain' system which is not considered to be adequate to serve the permitted development. 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: To ensure residents of the permitted development, neighbouring properties and neghbouring land are not adversely affected, by reason of flooding, by the construction of the permitted development.
This Condition is imposed in accordance Policies 2, 3 and 30 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

18 Development shall not be commenced until a detailed Travel Plan has been submitted to and approved in writing by the local planning authority. Those parts of the approved Travel Plan that are identified therein as being capable of implementation after occupation shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the development is occupied.

Reason; In order that the local planning authority conforms to the requirements of the National Planning Policy Framework, a Travel Plan has been conditioned to ensure that access to the site is sustainable and reduces dependency on the car.

This Condition is imposed in accordance Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

19 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 Policies 2, 3 and 32 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

20 Prior to the commencement of the development hereby permitted beyond oversite, 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 Policies 2, 3 and 32 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

21 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 oversite. 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 Policies 2, 3 and 32 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

22 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 Seagate Road and Wisbech 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 Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

23 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 Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

24 There shall be three fire hydrants installed as part of the site development in accordance with the request from Lincolnshire Fire and Rescue dated 10th January 2018.

Reason: In the interests of the safety of local residents.This Condition is imposed in accordance Policies 2 and 3 of the South East Lincs Local Plan and the National Planning Policy Framework, 2019.

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.

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

Phil Norman
Planning and Building Control Manager
South Holland District Council

27th August 2019

SCHEDULE 3

THE OWNER'S COVENANTS

The Owner 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 all reasonable endeavours to transfer the Affordable Dwellings which the Owner 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 "all reasonable endeavours" shall include (but not necessarily limited to) the following:

1.6.1 the Owner diligently undertaking negotiations with all willing Affordable Housing Providers and/or the Council unless and until paragraph 1.8 below applies;

1.6.2 the Owner shall avoid negotiating a sale to any Affordable Housing Provider of only the Intermediate Dwelling where this would result in the Owner being unable to secure the transfer of the Rented Housing to a Affordable Housing Provider;

1.6.3 the Owner 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 a 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 the Council is unwilling to take a transfer of an Affordable Dwelling and the Owner has supplied to the Council evidence of the use of reasonable endeavours to secure a transfer of such Affordable Dwelling to a 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 all reasonable endeavours the Owner is unable to identify a Affordable Housing Provider willing to purchase the Affordable Dwelling then the Owner 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 Owner 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 within twenty (20) Working Days of receipt of notification from 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 Owner 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 in each Phase 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 an 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 the Homes and Communities Agency (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

1.13 All Affordable Housing Units shall be evenly integrated and indistinguishable from the Market Dwellings.

2. EDUCATION CONTRIBUTION

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

4. TRAVEL PLAN CONTRIBUTION

4.1 Not to Commence Development unless the Travel Plan has been submitted to the Highway Authority for examination and approval

4.2 Not less than one month prior to submitting the Travel Plan to the Highway Authority to pay to the Council the first instalment of the Travel Plan Contribution

4.2 On the anniversary date of the first instalment of the Travel Plan Contribution to pay the next instalment of the Travel Plan Contribution and then annually for three years thereafter

SCHEDULE 4
COUNCIL'S COVENANTS

The Council covenants with the Owner 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.

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 a local Primary School, Secondary School and a local school-based sixth form, the need of which arises from the Development and for no other purposes whatsoever; and

2.2.2 return 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 Developer any unspent monies received by them pursuant to paragraph 2.2.2 within 28 days of receipt from the Education Authority or if such sum is not then paid to the Education Authority then to repay to the Developer within 5 years of receipt by the Council of the Education Contribution.

3. **HEALTHCARE 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 providing additional clinical rooms at Littlebury Medical Centre, the need of which arises from the Development and for no other purposes whatsoever; and

3.2.2 return 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 Owner any unspent monies received by them pursuant to 3.2.2 within 28 days of receipt from the Health Care Provider.

4. TRAVEL PLAN CONTRIBUTION

4.1 To notify the Highway Authority within 10 working days of receipt of the Travel Plan Contribution that the Council is in receipt of the Travel Plan Contribution.

4.2 To pay the Travel Plan Contribution to the Highway Authority within 10 working days following notification that the Council is in receipt of the Travel Plan Contribution.

5. GENERAL

5.1 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.

5.2 At the written request of the Owner 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 2019 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 2019 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 Until 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:-

S R Wolstenholme-Sq

Authorised Signatory

SIGNED as a **DEED** by **MICHAEL ERNEST CHAPMAN** in the presence of:

M E Chapman

Name of Witness KAREN ROBERTS

Signature of witness

Address

Occupation Mossop & Bowser (Solicitors)
Abbots Manor 10 Spalding Road
Holbeach, Lincs, PE12 7LP

SECRETARY

SIGNED as a **DEED** by
JAMES MICHAEL CHAPMAN J. M. Chapman.
in the presence of:

Name of Witness KAREN ROBERTS
Signature of witness
Address
Occupation

Mossop & Bowser (Solicitors)
Abbots Manor 10 Spalding Road
Holbeach, Lincs. PE12 7LP
SECRETARY

ANNEX A

AFFORDABLE HOUSING CONTRIBUTION FORMULA

Part 1

Owner contribution is A = (B less C) plus D

A = the affordable dwelling payment

B = the intermediate transfer value as determined now by the original valuer and agreed by all parties

C = the original affordable housing scheme transfer values as determined now 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 has completed. The costs for re-determining the values of B and C will be fully recharged to the Owner

Part 2

The Owner contribution is A = B 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 has been completed and will be paid in full to the Council when no more than 85% of the market has completed. The Owner will reimburse the Council for the full 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**

Sixth Form Places

Relevant PPR (Pupil Productivity Ratio)

House Type (category)	**Number of homes in each category**	**PPR**	**Total number of primary places**
2 Bedroom		0.018	
3 Bedroom		0.034	
4+ Bedroom		0.054	
Grand Total			

Total number of Sixth Form Places x **£20,030** (Sixth Form Cost Multiplier*) = Contribution (£)

Contribution x **0.92** (Local Multiplier **) = **Total Contribution to be paid for Sixth Form 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.