

DATED 2nd November 2009

DEED OF VARIATION

Agreement under Section 106 of
Town and Country Planning Act 1990 (as amended)

KIRKMOOR ROAD, CLITHEROE

between

RIBBLE VALLEY BOROUGH COUNCIL

and

ST VINCENT'S HOUSING ASSOCIATION LIMITED

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PARTIES

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire ("the Council").
- (2) **ST VINCENT'S HOUSING ASSOCIATION LIMITED** of 1st Floor Metropoltian House 20 Brindley Road Old Trafford Manchester M16 9HQ ("the Association")

BACKGROUND

- (A) This deed is supplemental and collateral to the Agreement
- (B) The Council and the Association have agreed to vary the Agreement on the terms set out in this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this deed.

Agreement: the Section 106 Agreement dated 6 February 2006 and made between (1) the Council and (2) the Association.

Property: land on the south east side of Kirkmoor Road, Clitheroe comprised in title number LAN28663 as more particularly described in the Agreement.

- 1.2 References to the Council include a reference to the person entitled for the time being to the immediate benefit of the Agreement. References to the Association include a reference to its respective successors in title.
- 1.3 A reference to the Agreement includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A **person** includes a corporate or unincorporated body.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

1.7 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.8 Clause, Schedule and paragraph headings do not affect the interpretation of this deed.

1.9 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in the Agreement shall apply to this deed.

2. VARIATIONS OF THE AGREEMENT

2.1 Variations made

From and including the date of this deed, the Agreement shall be read and construed as varied by the provisions set out in the Schedule.

2.2 Agreement remains in force

The Agreement shall remain fully effective as varied by this deed and the terms of the Agreement shall have effect as though the provisions contained in this deed had been originally contained in the Agreement.

3. REGISTRATION OF THIS DEED

3.1 Promptly following the completion of this deed the Council shall apply to record this deed as a local land charge.

3.2 The Association shall apply to the Land Registry for this deed to be noted on their title to the Property.

4. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

5. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE

The following clause shall be added to the Agreement as a new clause (16).

- (16) Notwithstanding clause (8) of this Agreement the Association shall be permitted to rent the part of the Property known as 32 Kirkmoor Road, Clitheroe by way of its standard assured tenancy or assured shorthold tenancy with the level of rent being in accordance with the Homes and Communities Agency target rents to a person who satisfies the following criteria:
- (a) A person who can demonstrate a housing need requirement for the property type they are renting and to either:
 - (i) lived in Ribble Valley on 1 January 2005 or
 - (ii) worked in Ribble Valley on 1 January 2005 or
 - (iii) who have lived in Ribble Valley for any five of the last ten years and having left to find suitable accommodation elsewhere and to also have close family living in the Ribble Valley as at 1 January 2005;
 - (b) Secondly, people who can meet one or other of the local connections in (a) above and can demonstrate a housing need requirement for the property type they are renting;
 - (c) The Association will ensure that the premises are allocated to those who meet the requirements as above and will:
 - (i) ensure local connection is established by reference to the electoral roll at a specific date in time. The onus will be on the approved person to provide proof of residence, eg. utility bills if they are not on the electoral roll.
 - (ii) verify local connection based on employment by way of references/confirmation of employment history or confirmation of permanence of employment will be required from their employer.
 - (iii) verify five out of the last ten years connection by placing the onus on the approved person to provide suitable supporting evidence, eg. council tax records or electoral roll records.
 - (d) The Association will ensure that the proposed Tenant demonstrates that they have:
 - (i) sufficient income to rent the Property but that they could not afford to purchase the Property on the open market;
 - (ii) have satisfactory credit history;
 - (iii) have sufficient funds to cover any legal costs involved in the rental.

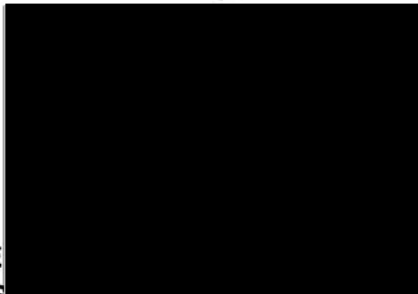
(e) The Association will ensure that the premises are allocated to those who meet the requirements as above and will:

- (i) impose upper income levels (for renters of the premises);
- (ii) ensure income levels are verified via wage slips/P60s.

Further the Association shall be permitted to transfer, assign or grant a lease of the part of the Property known as 32 Kirkmoor Road, Clitheroe following a successful right to acquire application by such tenant.

EXECUTED AS A DEED by
RIBBLE VALLEY BOROUGH
COUNCIL by affixing its common
seal in the presence of:-

Authorised Signatory



Mayor

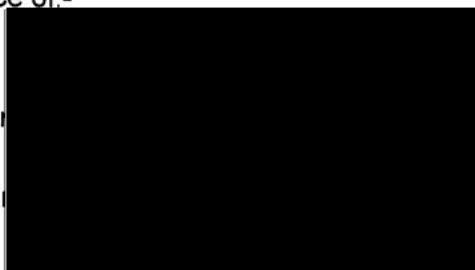


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EXECUTED AS A DEED by
ST VINCENT'S HOUSING
ASSOCIATION LIMITED by
affixing its common seal in the
presence of:-

Member

Secretar



Chief Executive

