

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA

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Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2010/0113

DECISION DATE: 12 October 2011

DATE RECEIVED: 01/03/2010

APPLICANT:

Vicinity Housing Group Limited
Vicinity House
12 Hanover Street
Liverpool
L1 4AA

AGENT:

Derek Hicks & Thew (Kendal) Ltd
Suite 4
Sand Acre House
New Road
Kendal
Cumbria
LA9 4UU

DEVELOPMENT PROPOSED: Construction of 8no affordable, two-storied terraced dwellings in two block each of 4no units including external and drainage works. Amended re-submission.

AT: land adjacent to Whalley Road Sabden Lancashire

Ribble Valley Borough Council hereby give notice that **permission has been granted** for the carrying out of the above development in accordance with the application plans and documents submitted subject to the following condition(s):

1. The development must be begun not later than the expiration of three years beginning with the date of this permission.

REASON: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

2. This permission shall be read in accordance with the Section 106 Agreement dated 3 October 2011.

REASON: For the avoidance of doubt as the permission is subject to an agreement in relation to the affordable housing approved.

3. The permission shall relate to the development as shown on Plan Drawing No's 8056(0)03 Rev. F, 8056(0)04 Rev. F, 8056(0)06 Rev. B, 8056(0)20 Rev. D, 8056(0)23, 8056(0)24, 8056(0)25 Rev. A and 412A -12A.

REASON: For the avoidance of doubt and to ensure that the development is carried out in accordance with the submitted plans.

4. This permission shall be implemented in accordance with the proposal as amended by letter and plan received on the 19 May 2010, 16 June 2010 and 30 June 2010.

REASON: For the avoidance of doubt since the proposal was the subject of agreed amendments.

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5. Precise specifications and samples of walling and roofing materials and details of any window and door surrounds including materials to be used shall have been submitted to and approved in writing by the Local Planning Authority before their use in the proposed works.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

6. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2008 (or any Order revoking or re-enacting that Order) any future extensions and/or alterations to the dwelling including any development within the curtilage as defined in Schedule 2 Part 1 Classes A to E shall not be carried out without the formal written consent of the Local Planning Authority.

REASON: In the interests of the amenity of the area in accordance with Policies G1 and H2 of the Ribble Valley Districtwide Local Plan.

7. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2008 (or any Order revoking or re-enacting that Order) any future additions, hard standings or fences as defined in Schedule 2 Part I Classes F, G and H and Part II Class A, shall not be carried out without the formal written consent of the Local Planning Authority.

REASON: In order that the Local Planning Authority shall retain effective control over the development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and in the interests of safeguarding any adjacent residential amenity or visual amenity.

8. No works can begin until an up-to-date survey has been conducted, by a person the identity of whom has been previously agreed in writing by the Local Planning Authority Countryside Officer and Natural England, to investigate whether the development site is utilised by birds or other protected species. The results of the survey shall be submitted to the Local Planning Authority Countryside Officer and Natural England. If such a use is established, a mitigation scheme for the protection of the species/habitat shall be submitted to and agreed in writing by Natural England Local Planning Authority Countryside Officer before any work commences on the approved Development.

REASON: To ensure that no species/habitat protected by the Wildlife and Countryside Act 1981/European Directive for Protected Species are harmed/destroyed/ in accordance with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan.

9. Prior to the commencement of any works on site (including the demolition of buildings), details of species/habitat protection and mitigation measures shall have been submitted to and approved in writing by the Local Planning Authority.

The scheme submitted shall indicate the measures taken to safeguard protected species/habitats from soil excavations, gradients/changes in levels, removal of existing vegetation, construction of surfaces and structures, storage of materials/spoil and the insertion of the pile driven foundations.

REASON: In the interests of protecting nature and conservation issues in accordance with Policies G1, ENV1 and ENV7 of the Ribble Valley Districtwide Local Plan.

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10. Prior to the commencement of any site works an Arboricultural Method Statement and Tree Protection Plan and Monitoring Procedure, including a time scale for site visits and remedial tree works, shall be supplied to and agreed in writing with the local planning authority.

Prior to commencement of any site works, including delivery of building materials and excavations for foundations or services all trees identified in the arboricultural/tree survey and the landscape proposals plan 412A-12A shall be protected in accordance with the BS5837 [Trees in Relation to Construction] the details of which shall be agreed in writing and implemented in full, a tree protection monitoring schedule shall be agreed and tree protection measures inspected by the local planning authority before any site works are begun.

The root protection zone 12 x the DBH and shall remain in place until all building work has been completed and all excess materials have been removed from site including soil/spoil and rubble. During the building works, no excavations or changes in ground levels shall take place and no building materials/spoil/soil/rubble shall be stored or redistributed within the protection zone, in addition no impermeable surfacing shall be constructed within the protection zone.

A method statement for piling works within the root protection area of the Sycamore tree identified T21 in the Tree survey for Arboricultural Constraints Plan dated 3 October 2009 shall be submitted and agreed in writing by the planning department.

No tree surgery or pruning shall be implemented with out prior written consent, which will only be granted when the local authority is satisfied that it is necessary, will be in accordance with BS3998 for tree work and carried out by an approved arboricultural contractor.

REASON: In order to ensure that any trees affected by development and considered to be of visual amenity, historic or botanical value are afforded maximum physical protection.

11. Prior to the commencement of development, a conservation management plan for the retention and protection of the open ditch, swamp and wet woodland to the east of the site for the lifetime of the development (including the construction phase) shall be submitted to and approved in writing by the local planning authority. The plan shall include details of management and maintenance responsibilities and a timetable for implementation of any works and the development shall subsequently proceed in accordance with the approved plan.

REASON: To protect the open ditch, swamp and wet woodland habitat within the development site.

12. Prior to the commencement of development, a detailed method statement for the removal or long-term management /eradication of Japanese knotweed (fallopian japonica) on the site shall be submitted to and approved in writing by the local planning authority. Development shall proceed in accordance with the approved method statement.

REASON: To ensure that Japanese knotweed is eradicated from the site and prevent further spread.

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13. The approved landscaping scheme indicated on the plan 'Landscape Proposals Rev. A' shall be implemented in the first planting season following occupation of the development and shall be maintained thereafter for a period of not less than 5 years to the satisfaction of the Local Planning Authority. This maintenance shall include the replacement of any tree or shrub, which is removed, or dies, or is seriously damaged, or becomes seriously diseased, by a species of similar size to those originally planted.

REASON: In the interests of the amenity of the area and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

14. No development shall take place on the site until the applicant, or their agent or successors in title, has secured the implementation of a programme of archaeological work. This must be carried out in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority.

REASON: To ensure and safeguard the recording of any archaeological deposits associated with the site.

15. Prior to the commencement of built development, further details of the proposed bin storage areas and the access arrangements for such areas shall be submitted to the Local Planning Authority and approved in writing. The bin storage areas shall be completed before occupation of the dwellings and thereafter maintained in perpetuity.

REASON: To ensure adequate bin storage and to comply with Policy G1 of the Districtwide Local Plan.

16. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 2008 there shall not at any time in connection with the development hereby permitted, be erected or planted, or allowed to remain upon the land hereinafter defined, any building, wall, fence, hedge, tree, shrub or other device.

The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 2.4m measured along the centre line of the proposed road from the continuation of the nearer edge of the carriageway of Whalley Road to points measured a minimum of 40m in each direction along the nearer edge of the carriageway of Whalley Road, from the centre line of the access, and shall be constructed and maintained at footway/verge level in accordance with a scheme to be agreed by the Local Planning Authority in conjunction with the Highway Authority.

REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan and to ensure adequate visibility at the street junction or site access.

17. The layout of the development shall include provisions to enable vehicles to enter and leave the highway in forward gear and such provisions shall be laid out in accordance with the example indicated on the plan drawing no. 8056(0)20 Rev. D and the vehicular turning space shall be laid out and be available for use before the dwellings are occupied.

REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan. Vehicles reversing to and from the highway are a hazard to other road users.

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18. The car park shall be surfaced or paved in accordance with a scheme to be approved by the local planning authority and the car parking spaces and manoeuvring areas marked out in accordance with the approved plan drawing no. 8056(0)20 Rev. D, before the use of the premises hereby permitted becomes operative.

REASON: To comply with Policies G1 and T7 of the Ribble Valley Districtwide Local Plan and to allow for the effective use of the parking areas.

19. No part of the development, hereby approved, shall be occupied until the approved scheme referred to in Conditions 15, 17 and 18 have been constructed and completed in accordance with the scheme details.

REASON: To comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan and in order that the traffic generated by the development does not exacerbate unsatisfactory conditions in advance of the completion of the scheme.

Relevant planning policy

Policy G1 - Development Control.
Policy G5 - Settlement Strategy.
Policy ENV1 - Area of Outstanding Natural Beauty.
Policy ENV7 - Species Protection.
Policy H2 - Dwellings in the Open Countryside.
Policy H20 - Affordable Housing - Villages and Countryside.
Policy H21 - Affordable Housing - Information Needed.
Policy T7 - Parking Provision.
Policy L5 Affordable Housing - RSS.
Policy EM18 Renewable Energy - RSS.
PPS1 - Delivering Sustainable Development.
PPS3 - Housing (June 2010).
PPS7 - Sustainable Development in Rural Areas.
PPS9 - Biodiversity and Geological Conservation.
PPS25 - Development and Flood Risk.

Summary of reasons for approval

SUMMARY OF REASONS FOR APPROVAL

The proposal represents an appropriate form of development and given its design, size and location would not result in visual detriment to the surrounding countryside, nor would its use have an adverse impact on highway safety.

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission see the attached notes.
2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.

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3. Sabden Brook adjoining the site is a designated 'Main River' and is therefore subject to Land Drainage Byelaws. In particular, no trees or shrubs may be planted, nor fences, buildings, pipelines or any other structure erected within 8 metres of the top of any bank/retaining wall of the watercourse without the prior written Consent of the Environment Agency. Full details of such works, together with details of any proposed new surface water outfalls, which should be constructed entirely within the bank profile, must be submitted for consideration.

The Environment Agency has a right of entry to Sabden Brook by virtue of Section 172 of the Water Resources Act 1991, and a right to carry out maintenance and improvement works by virtue of Section 165 of the same Act. The developer must contact Colin Worswick on (01772) 714259 to discuss our access requirements and apply for Consent.

4. Surface water run-off can be managed through the use of sustainable drainage systems (SUDS), and the Environment Agency advocates their use. SUDS are a range of techniques including soakaways, infiltration trenches, permeable pavements, grassed swales, ponds and wetlands that attenuate the rate and quantity of surface water run-off from a site, and contribute to a reduced risk of flooding. SUDS offer other benefits in terms of promoting groundwater recharge, water quality improvement and amenity enhancements. Approved Document Part H of the Building Regulations 2000 sets out a hierarchy for surface water disposal, which encourages a SUDS approach. Further information on SUDS can be found in the following documents:

- Planning Policy Statement 25: Development & Flood Risk (DCLG)
- C522: Sustainable Urban Drainage Systems - Design Manual for England and Wales (CIRIA)
- Interim Code of Practice for Sustainable Drainage Systems (SUDS Working Group)

The Interim Code of Practice provides advice on design, adoption and maintenance issues and a full overview of other technical guidance on SUDS, and is available on both the Environment Agency's website (www.environment-agency.gov.uk) and CIRIA's website (www.ciria.org.uk).

The Environment Agency also recommend that the developer considers the following methods:

- Water management in the development, including, dealing with grey waters
- Use of sustainable forms of construction including recycling of materials
- Energy efficient buildings

5. Removal of trees from the site should be undertaken outside of the breeding bird season (March - August inclusive), unless a breeding bird survey is undertaken immediately prior to removal by a suitably qualified ecologist. All wild birds, their eggs and their nests are protected during the breeding season under the Wildlife & Countryside Act 1981 (as amended).

6. We support the recommendations of the Ecological Assessment produced by Bowland Ecology, to incorporate bird boxes and bat boxes into the development. There is evidence of a badger presence in the vicinity of the application site. It may be necessary to install badger-proof fencing prior to the development commencing.



JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

Memo

To: GRAEME THORPE – PLANNING DEPARTMENT
From: JOHN GORTON – LEGAL DEPARTMENT
Date: 03/10/2011
Re: SECTION 106 AGREEMENT – LAND AT WHALLEY ROAD, SABDEN – LIVERPOOL
HOUSING TRUST LIMITED (3/2010/0113/P)

The Section 106 Agreement has now been completed and dated 3 October 2011.

I enclose a copy of the Agreement for your information.

I would be grateful if you could now arrange to issue the planning consent.

DATED

3rd October

2011
~~2010~~

RIBBLE VALLEY BOROUGH COUNCIL

-and-

LIVERPOOL HOUSING TRUST LIMITED

-and-

PETER HILTON and JANET ELIZABETH HILTON

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

Relating to Land at

Whalley Road, Sabden, Clitheroe

Legal Services Manager

Ribble Valley Borough Council

Clitheroe

THIS AGREEMENT AND DEED is made the 3rd day of October Eleven Two Thousand and ~~11~~ 11 **BETWEEN RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") of the first part and **LIVERPOOL HOUSING TRUST LIMITED** (Industrial and Provident Society No. [IP17186R]) of Head Office , 12 Hanover Street, Liverpool L1 4AA) (hereinafter called "the Association") of the second part and **PETER HILTON and JANET ELIZABETH HILTON** of 125 Whalley Road, Sabden, Clitheroe Lancashire BB7 9EA (hereinafter called "the Owners") of the third part

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Property is situated
- (2) The Owners are the registered proprietors of the Freehold Estate of the Property
- (3) The Association on the 29 May 2009 obtained an Option to Purchase the Property by way of an Option Agreement to purchase the Property made between the Association and the Owners notice of which is registered at HM Land Registry upon the title to the Property
- (4) The Owners are a party to this Agreement with the intent to bind the Property and Successors in Title
- (5) The Association on the 1st March 2010 applied to the Council for planning permission for the Proposed Development more fully shown in the Application
- (6) The Council is satisfied that the Proposed Development is such as may be approved by it under the Act but subject to the Association entering into a Planning Obligation Agreement with the Council under the provisions of Section 106 of the Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to which this agreement is made subject.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

- 1.1. In this Agreement the following words and expressions shall, unless the context otherwise requires have the meanings set opposite them:

"Act"	The Town and Country Planning Act 1990 as amended by Planning and Compensation Act 1991
"Application"	The application to the Council allocated the Council's reference number [3/2010/0113/P] for the carrying out of the Proposed Development
"Approved Person"	A person who is unable to resolve their housing needs in the private sector market on the basis of their income and in the case of Sale Units a person approved by the Council and the Association under the provisions of this Agreement and who meets the local connection criteria set out in clause 5
"Intermediate Rent"	80% of the Market Rent
"Homes and Communities Agency"	The National Housing and Regeneration Agency
"Market Rent "	The rent set by an independent valuer appointed by the Association to establish a market rent for Units on the Development
"Association's Intermediate Rent Scheme"	The Rent to HomeBuy Scheme run by the Association which allows for a potential shared ownership purchaser to rent a Unit for a maximum period of five years prior to purchasing the Unit under the New Build HomeBuy scheme
"Plan"	The plan annexed to this Agreement
"Potential Purchaser"	An Approved Person who wishes to purchase a Unit
"Property"	The land at Whalley Road, Sabden, Clitheroe registered with Absolute Title at HM Land Registry under title number LAN83706 shown edged red on the Plan
"Proposed Development"	The erection of 8 new build dwellings units on the Property in accordance with the details shown in the Application
"Rental Units"	Four units being two two-bedroom units and two three-bedroom units let at a rent calculated in accordance with the Government Guidance on Formula Rent as issued by the Department of

	Communities and Local Government which governs rents to be charged by all Registered Providers or Local Authorities.
"Sale Units"	Four units being two two-bedroom units and two three-bedroom units which are offered for sale in accordance with the provisions of Clause 4.2
"Shared Ownership Accommodation"	Where a unit is owned part by the Association and part by an Approved Person
"Shared Ownership Lease"	A lease of a unit of Shared Ownership Accommodation to an Approved Person
"Unit"	A unit of property on the Proposed Development.

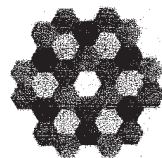
1.2. **INTERPRETATION**

Unless the context otherwise requires references to statutory provisions include those statutory provisions as amended or enacted; and references to any gender includes all genders; and words denoting the singular shall include the plural and vice versa

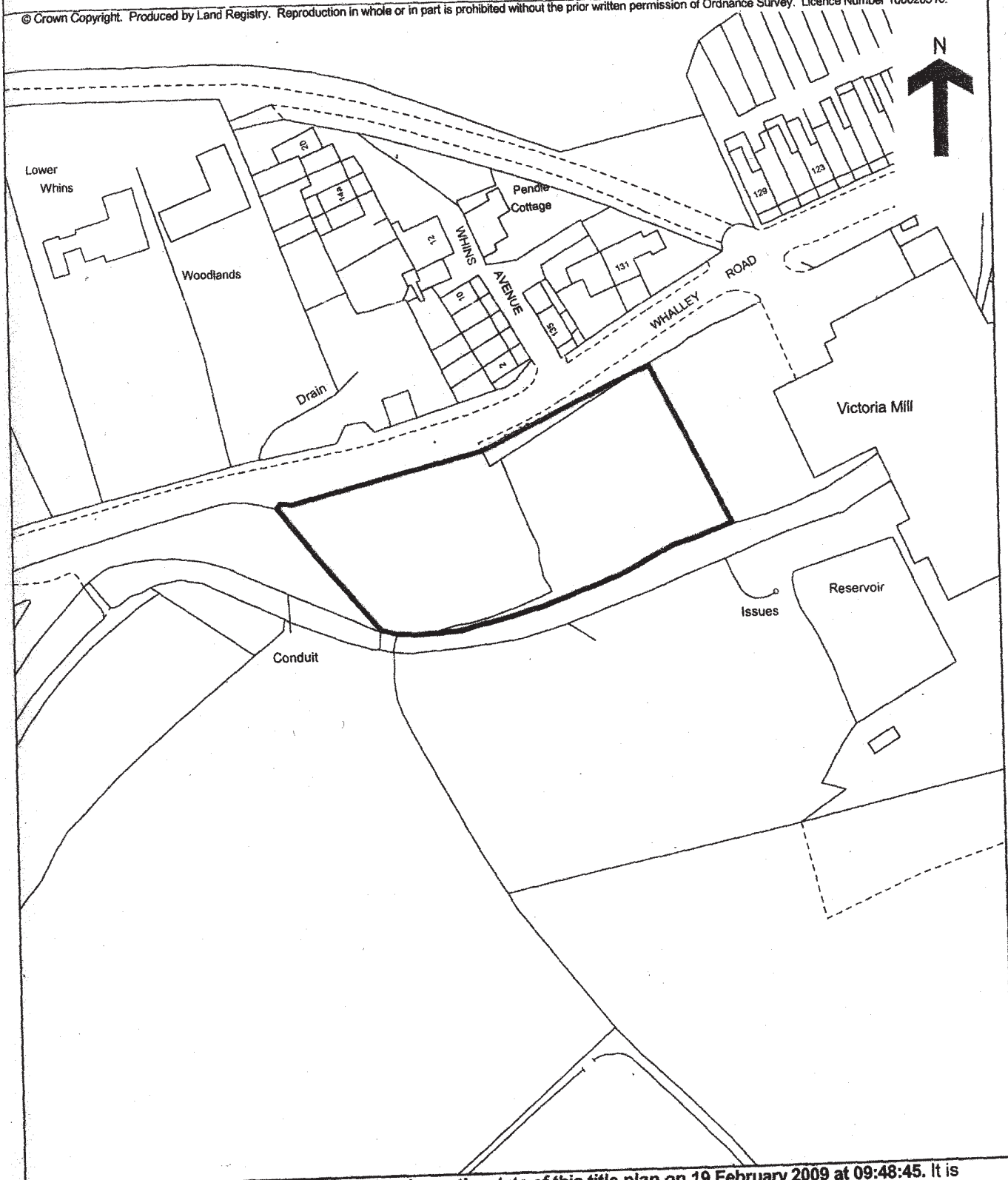
2. **THIS** Agreement is a Planning Obligation enforceable by the Council and conditional upon the granting by the Council of planning permission in respect of the Application for the Proposed Development.
3. **THE** Owners and the Association hereby covenants with the Council pursuant to section 106 of the Act that the Property shall be subject to the obligations set out in this agreement and that the Association shall duly carry out and perform such obligations.
4. **THE** Association's Covenants are as follows:
 - 4.1. Rental Units will be allocated by 100% nomination arrangements on first let to an Approved Person nominated by the Council in accordance with the allocations policy of the Council and any subsequent lets to be on 50% nomination arrangements by the Council and 50% by the Association. All such Rental Units shall remain Rental Units in perpetuity
 - 4.2. On completion of the construction of the Proposed Development or as soon as possible thereafter the Association shall

Land Registry Official copy of title plan

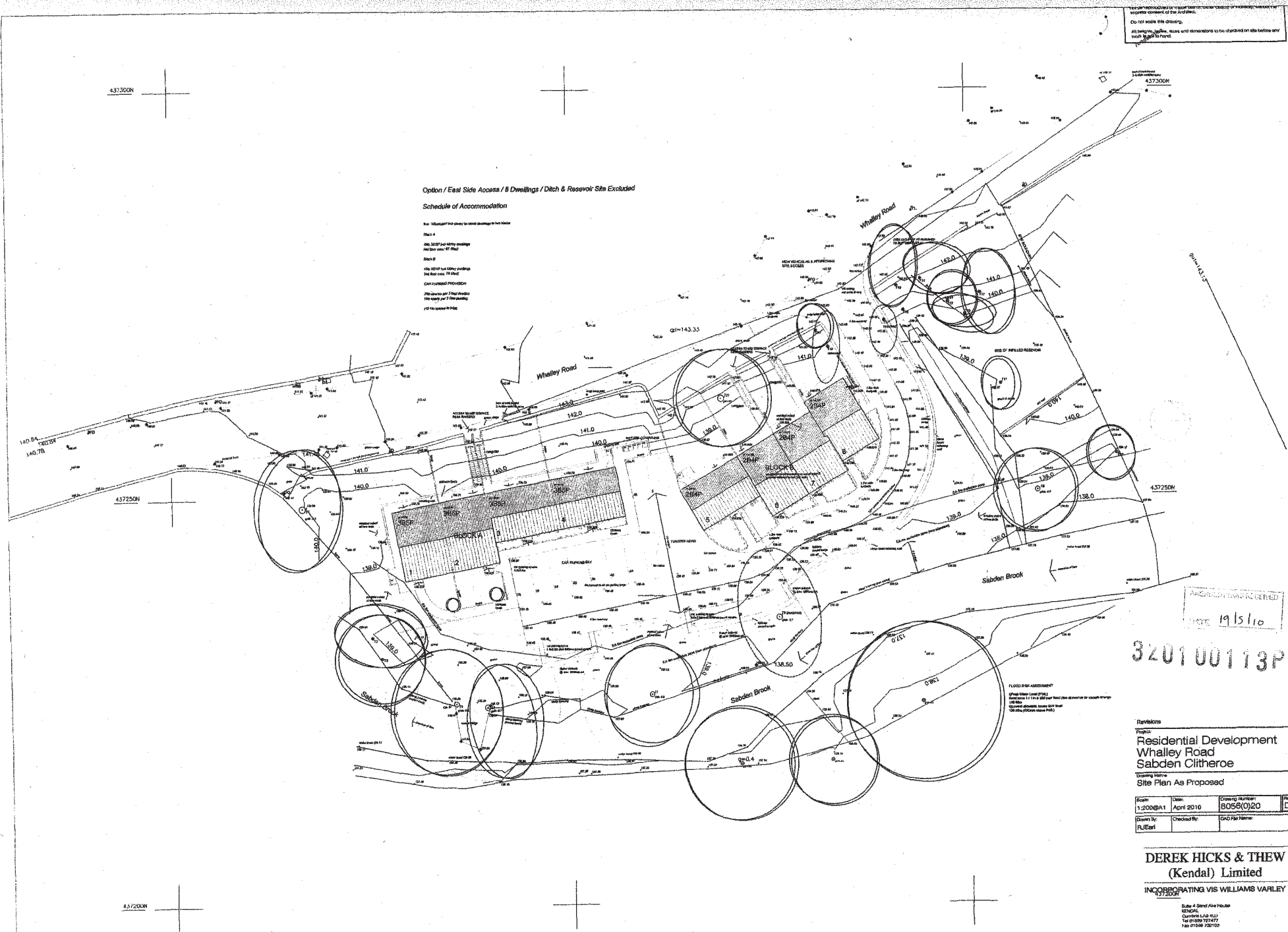
Title number **LAN83706**
Ordnance Survey map reference **SD7737SW**
Scale **1:1250** enlarged from 1:2500
Administrative area **Lancashire: Ribble Valley**



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This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Lancashire Office.



Option / East Side Access / 8 Dwellings / Ditch & Reservoir Site Excluded
Schedule of Accommodation

From 10/04/2010 to 10/04/2010
Block 1
100 2000 sqm site coverage
100 2000 sqm site coverage
Block 2
100 2000 sqm site coverage
100 2000 sqm site coverage
Block 3
100 2000 sqm site coverage
100 2000 sqm site coverage
Block 4
100 2000 sqm site coverage
100 2000 sqm site coverage
Block 5
100 2000 sqm site coverage
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Block 6
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Block 7
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Block 8
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100 2000 sqm site coverage

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Do not make any drawing.
All drawings, notes, plans and dimensions to be checked on site before any work is carried out.

AMERICAN OVERSEAS
DATE 19/5/10

320100113P

Residential Development
Whalley Road
Sabden Clitheroe
Site Plan As Proposed

Scale:	Date:	Drawing Number:	Rev:
1:200@A1	April 2010	8058(0)20	D
Drawn By:	Checked By:	QAD File Name:	
RUEst			

DEREK HICKS & THEW
(Kendal) Limited
INCORPORATING VIS WILLIAMS VARLEY
437200N
Suite 4, Sand Aisle House
82/83A
Cumbria LA9 6JY
Tel: 01524 757477
Fax: 01524 757473

- 4.2.1. ensure that the Sale Units are used for Shared Ownership Accommodation to meet the objectives of the Association as established by the Housing Act 1996
- 4.2.2. Shared Ownership Leases shall be granted to an Approved Person and each such Approved Person shall use the Sale Unit as his own and only residence and shall not be permitted to sublet without the written consent of the Association.
- 4.2.3. The rent level on the percentage share retained by the Association under the Shared Ownership Lease shall be determined for the time being by the Homes and Communities Agency and in the absence of such determination at a rent level comparable with rent levels set for similar comparable New Build HomeBuy property in Clitheroe.
- 4.2.4. the Approved Person shall be required to purchase an initial percentage share and will then have the option to purchase additional shares to a maximum of 100% (one hundred percent) In the event that the Approved Person buys 100% of the shares in the Sale Unit and wish to sell the Sale Unit they shall be required to sell the Sale Unit to the Association thus ensuring the Sale Units remain affordable in perpetuity. The Shared Ownership Lease shall be the Homes and Communities Agency model Lease that shall contain a mandatory buy back covenant to ensure that the Sale Unit cannot be sold to any person other than the Association or another nominated Registered Provider in accordance with the terms of the Shared Ownership HCA model Lease.
- 4.2.5. Any Sale Unit of the property may be let by the Association at an Intermediate Rent for a maximum period of five years under the Association's Intermediate Rent Scheme
- 4.2.6. Not to allow occupation of any Unit otherwise than in accordance with the covenants and terms contained in this Agreement
- 5. In selecting an Approved Person the Council and the Association shall have regard to the following in order of priority:-
 - 5.1. Firstly buyers who can demonstrate a housing need requirement for the type of Unit who are in order of priority either
 - 5.1.1. currently living in the Parish of Sabden for more than 10 years or
 - 5.1.2. currently living in the Parish of Sabden and have done so continually for between 5 to 10 years

- 5.1.3. currently living in the Parish of Sabden and have done so continually for a minimum of 12 months
- 5.1.4. currently permanently employed in the Parish of Sabden for a minimum of 12 months and are employed for a minimum of 18 hours per week paid or unpaid or
- 5.1.5. Persons who at least one of the adult applicants have next of kin who have lived in the Parish of Sabden continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.
- 5.1.6. Persons who are former residents of the Parish of Sabden who have been forced to move from the Parish because of a lack of affordable housing in the Parish
- 5.2 Secondly buyers who can demonstrate a housing need requirement for the type of Unit who are either
 - 5.2.1 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley for more than 10 years or
 - 5.2.2 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley and have done so continually for between 5 to 10 years or
 - 5.2.3 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley and have done so continually for a minimum of 12 months
 - 5.2.4 currently permanently employed in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
 - 5.2.5 Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.
 - 5.2.6 Persons who are former residents of the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley who have been forced to move from the Parish because of a lack of affordable housing in the Parish

5.3 Thirdly buyers who can demonstrate a housing need requirement for the type of Unit who are either

5.3.1 currently living in the Borough of Ribble Valley for more than 10 years or

5.3.2 currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or

5.3.3 currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or

5.3.4 currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or

5.3.5 Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.

5.3.6 Persons who are former residents of the Borough of Ribble Valley who have been forced to move from the Borough because of a lack of affordable housing in the Borough

5.4 In the event that the Association is unable to dispose of any Unit to an Approved Person because it is unable to find a person who meets the definition of Approved Person in this Agreement then the Association shall use reasonable endeavours to market the Unit to a potential Approved Person for a period of at least three months. If at the end of the period of three months in which a Unit has been marketed and no Approved Person has been identified then the Association may dispose of the Unit to a person who is not an Approved Person. The three month marketing period shall begin from the date that the Council is notified in writing that marketing is to commence.

5.5 PROVIDED THAT the Council will confirm its approval or otherwise to the proposed Approved Person within 5 working days from the Association giving notice to the Council.

6 Eligibility criteria: financial

The Association will ensure that the Approved Persons demonstrate that they

6.1 do not have sufficient income to purchase the same type of Unit on the open market

6.2 have satisfactory credit history containing no County Court Judgements or Insolvency proceedings within the past six years credit history report

6.3 have sufficient funds to cover the legal costs and disbursements involved in the purchase

7 Eligibility criteria: income

The Association will also:

7.1 impose upper income brackets per household for purchasers of each Unit in accordance with Homes and Communities Agency regulations and guidance

7.2 ensure income levels are verified via wage slips/P60's

8 Eligibility criteria: local connection

8.1 if relevant verify local connection based on employment by way of references/ confirmation of employment history and confirmation of permanence of employment will be required from an employer

8.2 if relevant 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, electoral roll records

8.3 if relevant ensure local connection is established by reference to the electoral roll at a specific date in time

PROVIDED THAT should the Council and the Association be unable to nominate an Approved Person to any mortgagee of the Association (or the Associations successors in title or mortgagee of persons deriving title through the Association who has exercised its power of sale under any mortgage or charge of the Property or any Unit comprising the Property) within one month of a request by such mortgagee in possession the mortgagee in possession shall be free to sell the Unit on the open market

9 None of the obligations imposed by this Agreement in relation to the Proposed Development shall apply to:

9.1 Any mortgagee or chargee of the Association (provided that such mortgagee or chargee has for a period of at least three months first used all reasonable endeavours to procure the transfer of the Proposed Development to a Registered Provider)

9.2 The mortgagee or chargee of any Approved Person who has been granted a Shared Ownership Lease of the Sale Units

9.3 Any purchaser from or successor in title to any persons/organisations specified at 9.1 and 9.2 above

9.4 Any Approved Person who has exercised their Right to Acquire or Right to Buy

10 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement

11 Notices

Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Strategic Housing Officer for the time being of the Council at the address of the Council shown on the first page of this Agreement or at such address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

12 Records

The Association shall maintain records enabling them to supply to the Council (within four weeks of the Council's written request to do so) such information as the Council may reasonably require in connection with this agreement

13 The Association shall on parting with the whole (or part as applicable) of its interest in the Property be released from all liabilities under the terms of this Agreement in relation thereto (save in respect of any antecedent breaches)

14 **THE** expressions "the Council" and "the Association" shall include their respective successors in title and assigns and shall include any persons or mortgagees of such persons deriving title through or under the Association **PROVIDED THAT** no such person (including the parties hereto) shall be liable for any breaches occurring after they have disposed of their interest in the Property or the relevant part or parts thereof

IN WITNESS whereof the Council and the Association and the Owners have executed as a Deed the day and year first before written

THE COMMON SEAL of RIBBLE VALLEY

)

BOROUGH COUNCIL was hereunto affixed to

)

this Deed in the presence of:

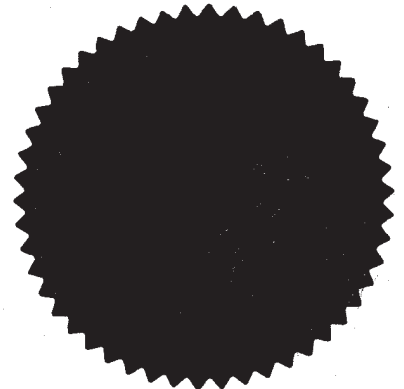
)

[Signature]

Mayor

M. H. Scott

Chief Executive



THE COMMON SEAL of LIVERPOOL HOUSING TRUST LIMITED

was hereunto affixed to

)

this Deed in the presence of:

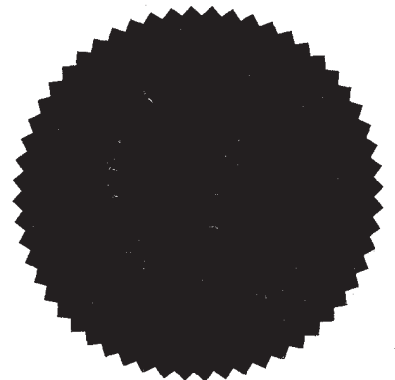
)

Brendan Gleeson

Director

A. J. ...

Director/Secretary



SIGNED AS A DEED by PETER HILTON

)

[Signature]

In the presence of :-

)

[Signature]
Peter Hilton
2-4 Park Street
Cheshire
Edinburgh

SIGNED AS A DEED by JANET ELIZABETH HILTON)

In the presence of :-

)

Janet E. Hilton

[Signature]
Peter Hilton
2-4 Park Street
Cheshire
Edinburgh

