

10/0758

DATED

2010

RIBBLE VALLEY BOROUGH COUNCIL

and

~~\_\_\_\_\_~~

and

~~\_\_\_\_\_~~

**AGREEMENT**

Under Section 106 Town and Country Planning Act 1990

relating to property known as

land at Dunsop Bridge Clitheroe Lancashire

~~\_\_\_\_\_~~  
Legal Services Manager  
Ribble Valley Borough Council  
CLITHEROE

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and ten **BETWEEN:**

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (the Council)
- (2) \_\_\_\_\_ (the \_\_\_\_\_) and
- (3) \_\_\_\_\_ whose registered office is \_\_\_\_\_ (the Owner)

**WHEREAS**

[NB recital to be included and operative provision in respect of involvement of \_\_\_\_\_ to be confirmed shortly]

- 1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which certain land and property known as land at Dunsop Bridge Clitheroe Lancashire (hereinafter called "the Property") shown edged red on the plan attached hereto is situated\_\_\_\_\_
- 2) The Owner is seised of a long leasehold interest in the Property of [125] years which is registered at HM Land Registry with Absolute Leasehold Title under Title Number [ \_\_\_\_\_ ]
- 3) The Owner have by written application dated the [ \_\_\_\_\_ ] day of [ \_\_\_\_\_ ] 2010 applied to the Council for permission to develop the property as detailed in the plans and particulars deposited with the Council under reference [ \_\_\_\_\_ ] being [ \_\_\_\_\_ ]
- 4) The Council is satisfied that the development disclosed by the said particulars is such as may be approved by the Council under the said Act\_\_\_\_\_

**NOW THIS DEED WITNESSETH** as follows:

- 1.1 In this Agreement the terms defined in this Clause 1 shall have the meanings specified:

"Affordable Rent"	means a rent at no more than the maximum rent levels for social housing set by the Regulator;
"Applicant"	shall mean a person applying to the Owner for a Tenancy of a Dwelling and in assessing an Applicant's application and eligibility for a Tenancy of a Dwelling all due regard shall be given to the Applicant's intended household;
"Borough"	means the Borough of Ribble Valley;
"Dwelling"	means each of the Dwellings to be constructed on the Property;
"Financial Need"	means an Applicant whose means are not reasonably sufficient to enable him/her to buy or rent a suitable property in the Locality or the Neighbouring Parish which is reasonably convenient and suitable for the Applicant;
"Financial Need Criteria"	means: <ul style="list-style-type: none"> <li>(a) that the Applicant cannot afford to rent suitable accommodation on the open market in the Locality or the Neighbouring Parish; or</li> <li>(b) no suitable alternative affordable accommodation is available in the Locality or the Neighbouring Parish on the open market;</li> </ul>
"Locality"	means the parish of Bowland Forest High;
"Living"	means those currently living in the Locality, Neighbouring Parish or Borough (as applicable);
"Neighbouring Parish"	means the parishes of Chipping, Bowland with Leagram, Bowland Forest Low, Newton, Slaidburn and Easington;
"Planning Permission"	means the planning permission to be granted in respect of the Property, the form of which is annexed at Appendix 1;
"Priority Criteria"	means the priority in which an Applicant will be allocated a

	<p>Tenancy of a suitable Dwelling being firstly:</p> <p>(a) those Living or Working in the Locality to which they have applied for accommodation; secondly</p> <p>(b) those Returning to the Locality; thirdly</p> <p>(c) those Living or Working in a Neighbouring Parish; fourthly</p> <p>(d) those Living or Working in the Borough; finally</p> <p>(e) those with additional reasons for requiring accommodation including but not limited to the condition and suitability of their current accommodation or the loss of their current accommodation;</p>
"Policy"	means the Owner's policy for assessment of charitable beneficiaries as annexed at Appendix 2 or such replacement policy that the Owner shall provide to the Council in writing from time to time;
"Property"	means land at Dunsop Bridge Clitheroe Lancashire as shown edged red on the plan;
"Regulator"	means the office for Tenants and Social Landlords (also known as the Tenants Services Authority or TSA) and its successors;
"Returning"	means a person who has lived in the Locality, Neighbouring Parish or Borough (as applicable) for five of the last ten years or who has close family living in the Locality, Neighbouring Parish or Borough (as applicable);
"Tenancy"	means a licence, an assured shorthold tenancy, an assured tenancy or any other tenancy that the Owner may use from time to time or which the Regulator deems as appropriate for

	social housing;
"Working"	means a person whose place of work is in the Locality, Neighbouring Parish or Borough (as applicable);

- 2 **THIS** Agreement is made as a Deed in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and is a planning obligation enforceable by the Council for the purposes of that Section with the intent to bind the Property and the Owner to observe and perform the covenants restrictions and obligations set out in the Schedule hereto\_\_\_\_\_
- 3 The parties agree that the provisions of this Agreement shall:
- 3.1 Not bind any mortgagee of the Owner or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner.
- 3.2 Cease to apply to any part or parts of the property which are transferred or leased by any mortgagee referred to in 3.1 above or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner.
- 3.3 Cease to apply to any completed Dwellings where the Owner shall be required to dispose of the same pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable
- 3.4 Cease to apply to any completed residential units where an Owner sells to a tenant pursuant to a voluntary grant scheme
- 4 **THE** expressions "the Council" and "the Owner" shall include their respective successors in title and assigns **PROVIDED THAT** no person (including the parties hereto) shall be liable for any breaches of this Agreement occurring after they have disposed of their interest in the Property or the relevant part or parts thereof\_\_\_\_\_
- 5 **THE** Owner hereby covenants with the Council to pay on demand the Council's reasonable costs of and incidental to the preparation and completion of this

Agreement in the sum of £[            ] payable on or before the date of this Agreement\_\_\_\_\_

6 THE Council covenants with the Owner that:

6.1 it will grant the Planning Permission immediately following the completion of this Agreement

6.2 in the event that it nominates an Applicant for a Tenancy of a Dwelling pursuant to paragraph 3.6 of the Schedule it will comply at all times with the provisions of paragraphs 3.1 to 3.5 of the Schedule as if references to the Owner were to references to the Council and provided that such nominations shall be in accordance with the Policy

7 The Council and the Owner hereby agree and declare as follows:

7.1 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement.

7.2 The provisions of this Agreement shall not bind the Property or the Owner until such time as the Planning Permission is implemented. In the event that the Planning Permission expires before it is implemented or shall at any time be revoked the provisions of this Agreement shall forthwith determine and cease to have effect and any Local Land Charge registered shall be cancelled by the Council as soon as reasonably practicable

7.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not an appeal) after the date of this Agreement

7.4 Save as provided in respect of the successors in title to the Property or any successor to the relevant statutory functions of the Council this Agreement shall not

be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 7.5 Words importing one gender shall be construed as including any gender.
- 7.6 Words importing the singular shall be construed as importing the plural and vice versa.
- 7.7 The clause and the paragraph headings in the body of this Agreement and in the Schedule do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 7.8 Where any certificate, consent, permission or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably withheld and shall be given without unreasonable delay and shall either be granted or written reasons given for refusal.
- 7.9 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, appendix or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, appendix or section heading of this Agreement.
- 7.10 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement.
- 7.11 Any reference to any enactment, order, regulation or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.
- 7.12 The words includes or including are to be construed without limitation.
- 7.13 An obligation to do anything includes an obligation to procure its being done.

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and executed as a Deed and the Owner has [execution] as a Deed the day and year first before written\_\_\_\_\_



## THE SCHEDULE

- 1 The Owner hereby covenants with the Council that the said Property shall be permanently subject to the restrictions as hereafter contained and the purport and intent of such covenants shall be registered upon the Title of the Owner at HM Land Registry by way of an appropriate entry on the Charges Register of title number [ \_\_\_\_\_ ]
- 2 The Owner hereby agrees to provide to the Council within three months of the date hereof an Official Copy of the Register as evidence that such registration has been completed \_\_\_\_\_
- 3 The Owner covenants with the Council that the Dwellings to be built on the Property shall be subject to the following restrictions as regards occupancy and the provisions of this Schedule shall apply in perpetuity following completion of construction of each of the Dwellings:
  - 3.1 that the Owner shall only permit each Dwelling to be occupied by way of a Tenancy
  - 3.2 that the maximum rents to be charged for each Tenancy of a Dwelling shall be not more than at an Affordable Rent
  - 3.3 that the grant of the first Tenancy and all further Tenancies of each of the Dwellings shall be only to persons who are in Financial Need
  - 3.4 in establishing whether an Applicant is in Financial Need the Owner shall review the Applicant's household income and assess it against the Financial Need Criteria
  - 3.5 in allocating a Tenancy of a Dwelling suitable to an Applicant the Owner shall have all due regard to the Priority Criteria
  - 3.6 In the event that the Owner is unable to allocate a Tenancy of a Dwelling to an Applicant in accordance with paragraphs 3.1 – 3.5 above within [ ] months of a Dwelling becoming vacant the Owner may call on the Council to nominate an Applicant for a Tenancy of a Dwelling at an Affordable Rent provided that any such nomination must be in accordance with the Policy and further provided that the Owner must approve any such nomination.

4. in this Schedule references to the Owner shall include references to any agents who it may nominate or employ from time to time to assess an Applicant's eligibility for a Dwelling.

DATED

6th April

2011

**RIBBLE VALLEY BOROUGH COUNCIL**

and

~~\_\_\_\_\_~~

and

~~\_\_\_\_\_~~

**AGREEMENT**

Under Section 106 Town and Country Planning Act 1990

relating to property known as

land at Trough Road Dunsop Bridge Clitheroe Lancashire

~~\_\_\_\_\_~~

Legal Services Manager  
Ribble Valley Borough Council  
**CLITHEREO**



	eligibility for a Tenancy of a Dwelling all due regard shall be given to the Applicant's intended household;
"Borough"	means the Borough of Ribble Valley;
"Dwelling"	means each of the twelve (12) dwellings to be built on the Property in accordance with the Planning Permission for Affordable Rent;
"Financial Need"	means an Applicant whose means are not reasonably sufficient to enable him/her to buy or rent a suitable property in the Locality or the Neighbouring Parish which is reasonably convenient and suitable for the Applicant;
"Financial Need Criteria"	means: <ul style="list-style-type: none"> <li>(a) that the Applicant cannot afford to rent suitable accommodation on the open market in the Locality or the Neighbouring Parish; or</li> <li>(b) no suitable alternative affordable accommodation is available in the Locality or the Neighbouring Parish on the open market;</li> </ul>
"Locality"	means the parish of Bowland Forest High;
"Living"	means those currently living in the Locality, Neighbouring Parish or Borough (as applicable);
"Neighbouring Parish"	means the parishes of Chipping, Bowland with Leagram, Bowland Forest Low, Newton, Slaidburn and Easington;
"Next of Kin"	means mother, father, brother, sister or adult dependant children;
"Planning Permission"	means the planning permission to be granted in respect of the Property, the form of which is annexed at Appendix 1;

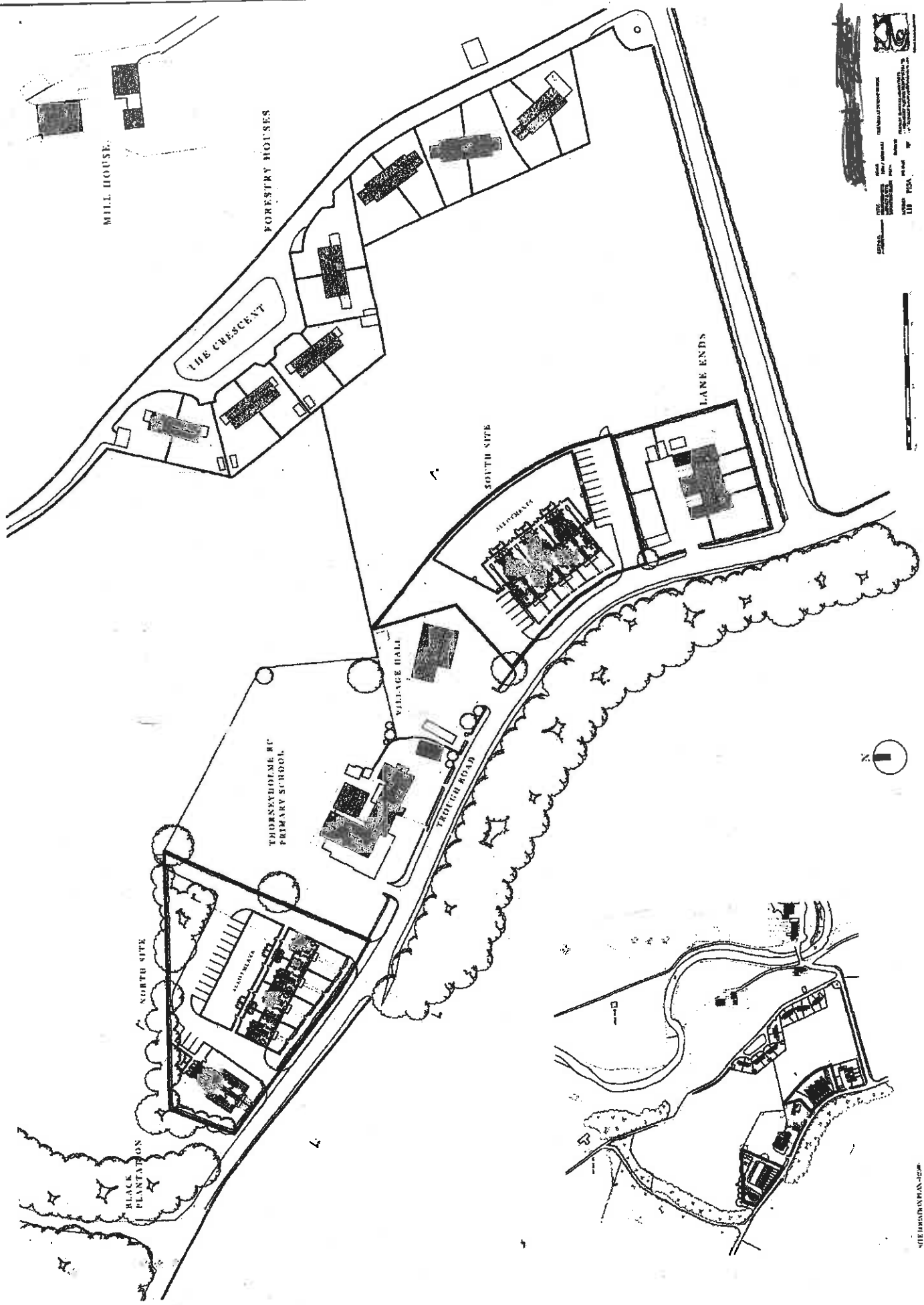
**"Priority Criteria"**

means the priority in which an Applicant will be allocated a Tenancy of a suitable Dwelling being firstly in priority order:

- (a) those currently Living in the Locality for more than 10 years;
- (b) those currently Living in the Locality and have done so continually for between 5 to 10 years;
- (c) those currently Living in the Locality and have done so continually for a minimum of 12 months or
- (d) those currently Working in the Locality to which they have applied for accommodation;
- (e) those Returning to the Locality;
- (f) those currently Living in a Neighbouring Parish for more than 10 years;
- (g) those currently Living in a Neighbouring Parish and have done so for between 5 to 10 years;
- (h) those currently living in a Neighbouring Parish and have done so continually for a minimum of 12 months;
- (i) those currently Working in a Neighbouring Parish to which they have applied for accommodation;
- (j) those Returning to the Neighbouring Parish;
- (k) those currently Living in the Borough for more than 10 years;
- (l) those currently Living in the Borough and have done so continually for between 5 to 10 years;
- (m) those currently living in the Borough and have done so continually for a minimum of 12 months;
- (n) those Working in the Borough;
- (o) those Returning to the Borough; and finally

	(p) those who are able to justify a requirement for accommodation in the Borough;
"Policy"	means the Owner's policy for assessment of charitable beneficiaries as annexed at Appendix 2 or such replacement policy that the Owner shall provide to the Council in writing from time to time;
"Property"	means land at Trough Road Dunsop Bridge Clitheroe Lancashire as shown edged red on the plan;
"Regulator"	means the office for Tenants and Social Landlords (also known as the Tenants Services Authority or TSA) and its successors;
"Returning"	means persons who at least one of the adult Applicants have Next of Kin who currently live in the Locality, Neighbouring Parish or Borough (as applicable);
"Tenancy"	means a licence, an assured shorthold tenancy, an assured tenancy or any other tenancy that the Owner may use from time to time or which the Regulator deems as appropriate for social housing;
"Working"	means a person who is permanently employed or self employed for a minimum of 18 hours per week paid or unpaid in the Locality, Neighbouring Parish or Borough (as applicable);

2. THIS Agreement is made as a Deed in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and is a planning obligation enforceable by the Council for the purposes of that Section with the intent to bind the Property



MILL HOUSE.

FORESTRY HOUSES

THE CRESCENT

SOUTH SITE

LANE ENDS

MILLENIA

VILLAGE HALL

THORNTON  
PRIMARY SCHOOL

TRINITY ROAD

NORTH SITE

BLACK  
PLANTATION

TITLE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_  
 OF \_\_\_\_\_  
 PROJECT NO. \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 CLIENT: \_\_\_\_\_  
 CONSULTANT: \_\_\_\_\_  
 110 USA



ST/00000000-0000



and the Owner to observe and perform the covenants restrictions and obligations set out in the Schedule hereto\_\_\_\_\_

3. The parties agree that the provisions of this Agreement shall:
  - 3.1 Not bind any mortgagee of the Owner or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner\_\_\_\_\_
  - 3.2 Cease to apply to any part or parts of the property which are transferred or leased by any mortgagee referred to in 3.1 above or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner\_\_\_\_\_
  - 3.3 Cease to apply to any completed Dwellings where the Owner shall be required to dispose of the same pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable\_\_\_\_\_
  - 3.4 Cease to apply to any completed residential units where an Owner sells to a tenant pursuant to a voluntary grant scheme\_\_\_\_\_
  - 3.5 Not oblige the Queen to pay any money or carry out any works or to dedicate make available or otherwise provide transfer or dispose of any land not forming part of the Property or to grant any right or to enter into any contract or otherwise burden land which does not form part of the Property\_\_\_\_\_
4. THE expressions "the Council" and "the Owner" shall include their respective successors in title and assigns PROVIDED THAT no person (including the parties hereto) shall be liable for any breaches of this Agreement occurring after they have disposed of their interest in the Property or the relevant part or parts thereof\_\_\_\_\_
- 5.1 THE Owner hereby covenants with the Council to pay on demand the Council's reasonable costs of and incidental to the preparation and completion of this Agreement in the sum of £330 payable on or before the date of this Agreement\_\_\_\_\_
- 5.2 The Owner hereby indemnifies the Queen from and against all costs or liabilities arising from this Agreement\_\_\_\_\_

6. THE Council covenants with the Owner that:

6.1 it will grant the Planning Permission immediately following the completion of this Agreement\_\_\_\_\_

6.2 in the event that it nominates an Applicant for a Tenancy of a Dwelling pursuant to paragraph 3.6 of the Schedule it will comply at all times with the provisions of paragraphs 3.1 to 3.5 of the Schedule as if references to the Owner were to references to the Council and provided that such nominations shall be in accordance with the Policy\_\_\_\_\_

7. The Council and the Owner hereby agree and declare as follows:

7.1 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement\_\_\_\_\_

7.2 The provisions of this Agreement shall not bind the Property or the Owner until such time as the Planning Permission is implemented. In the event that the Planning Permission expires before it is implemented or shall at any time be revoked the provisions of this Agreement shall forthwith determine and cease to have effect and any Local Land Charge registered shall be cancelled by the Council as soon as reasonably practicable\_\_\_\_\_

7.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not an appeal) after the date of this Agreement\_\_\_\_\_

7.4 Save as provided in respect of the successors in title to the Property or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999\_\_\_\_\_

- 7.5 Words importing one gender shall be construed as including any gender\_\_\_\_\_
- 7.6 Words importing the singular shall be construed as importing the plural and vice versa\_\_\_\_\_
- 7.7 The clause and the paragraph headings in the body of this Agreement and in the Schedule do not form part of this Agreement and shall not be taken into account in its construction or interpretation\_\_\_\_\_
- 7.8 Where any certificate, consent, permission or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably withheld and shall be given without unreasonable delay and shall either be granted or written reasons given for refusal\_\_\_\_\_
- 7.9 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, appendix or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, appendix or section heading of this Agreement\_\_\_\_\_
- 7.10 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement\_\_\_\_\_
- 7.11 Any reference to any enactment, order, regulation or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted\_\_\_\_\_
- 7.12 The words includes or including are to be construed without limitation\_\_\_\_\_
- 7.13 An obligation to do anything includes an obligation to procure its being done\_\_\_\_\_

**IN WITNESS** whereof the Queen's Most Excellent Majesty has commanded Her Seal of Her Duchy of Lancaster to be hereunto affixed and the Owner and the Council have hereby executed this instrument as a Deed the day and year first before written \_\_\_\_\_

**THE SCHEDULE**

- 1 The Owner hereby covenants with the Council that the said Property shall be permanently subject to the restrictions as hereafter contained and the purport and intent of such covenants shall be registered upon the Title of the Owner at HM Land Registry by way of an appropriate entry on the Charges Register \_\_\_\_\_
- 2 The Owner hereby agrees to provide to the Council within three months of the date hereof an Official Copy of the Register as evidence that such registration has been completed \_\_\_\_\_
- 3 The Owner covenants with the Council that the Dwellings to be built on the Property shall be subject to the following restrictions as regards occupancy and the provisions of this Schedule shall apply in perpetuity following completion of construction of each of the Dwellings:
  - 3.1 That the Owner shall only permit each Dwelling to be occupied by way of a Tenancy \_\_\_\_\_
  - 3.2 That the maximum rents to be charged for each Tenancy of a Dwelling shall be not more than at an Affordable Rent \_\_\_\_\_
  - 3.3 That the grant of the first Tenancy and all further Tenancies of each of the Dwellings shall be only to persons who are in Financial Need \_\_\_\_\_
  - 3.4 In establishing whether an Applicant is in Financial Need the Owner shall review the Applicant's household income and assess it against the Financial Need Criteria \_\_\_\_\_
  - 3.5 In allocating a Tenancy of a Dwelling suitable to an Applicant the Owner shall apply the Priority Criteria \_\_\_\_\_
  - 3.6 In the event that the Owner is unable to allocate a Tenancy of a Dwelling to an Applicant in accordance with paragraphs 3.1 – 3.5 above within 2 months of a Dwelling becoming vacant the Owner may call on the Council to nominate an

Applicant for a Tenancy of a Dwelling at an Affordable Rent provided that any such nomination must be in accordance with the Policy and further provided that the Owner must approve any such nomination\_\_\_\_\_

- 3.7 Not to allow occupation of any Dwelling otherwise than in accordance with the covenants and terms contained in this Agreement\_\_\_\_\_
4. In this Schedule references to the Owner shall include references to any agents who it may nominate or employ from time to time to assess an Applicant's eligibility for a Dwelling\_\_\_\_\_
5. The Owner shall provide to the Council within 14 days of a written request by the Council to do so all supporting documentation supplied by an Applicant to the Owner to determine the eligibility of an Applicant for a tenancy of a Dwelling to provide evidence that the terms of this Agreement has been complied with in its entirety\_\_\_\_\_
6. The Owner shall within 14 days of any transfer or lease of any Dwelling (other than a Tenancy) notify the Council in writing of the name and address of the new Owner or Leaseholder\_\_\_\_\_
7. The Owner not being a Registered Provider shall notify the Council in writing within 14 days of appointing a Registered Provider or Agent to operate the nomination of Applicants of the Dwellings on behalf of the Owner\_\_\_\_\_

# RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

## PLANNING PERMISSION

APPLICATION NO: 3/2010/0758

DECISION DATE:

DATE RECEIVED: 17/09/2010

APPLICANT:

AGENT

Francis Roberts Architects

12 Winckley Square

Leiston

IP11 1ES

PR 11 11

**DEVELOPMENT PROPOSED:** Proposed residential development comprising of two dwellings with associated access, parking and landscape works.

**AT:** land at Trough Road Dunsop Ridge, Lancashire

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

1. The development must be begun no later than the expiration of three years beginning with the date of this permission.

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

2. This permission shall be implemented in accordance with plan references P2153/02A, P2153/01A, 119P13B, 119P14A, 119P13B.

**REASON:** For the avoidance of doubt.

3. This permission shall relate to the amended landscaping plan submitted on 10 February 2011. The development hereby permitted shall not be commenced until further details of the existing trees, including their diameter at breast height with details of the root protection, have been submitted to, and approved in writing by, the Local Planning Authority.

The landscaping scheme shall be implemented in the first planting season following occupation or use of the development, whether in whole or part 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.

P.T.O.

APPLICATION NO. 3/2010/0758

DECISION DATE:

4. This permission shall be read in conjunction with the Section 106 Agreement dated

REASON: for the avoidance of doubt as the application is subject of an Agreement

5. Prior to commencement of development, a plan showing additional highway measures to reinforce compliance with a reduced speed limit outside the school shall be submitted to and approved in writing by the Local Planning Authority and implemented before occupation of the units.

REASON: In the interest of highway safety and to comply 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 H 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 Policy G1 of the Ribble Valley Districtwide Local Plan.

7. Precise specifications or samples of walling and roofing materials and details of any surface materials to be used including their colour and texture 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.

8. This proposal shall relate to the details of the renewable energy production methods submitted with this application and the buildings shall not be occupied until these measures have been incorporated in the scheme and thereafter retained.

REASON: In order to promote the use of renewable energy and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

Prior to commencement of development precise details of a phasing plan shall be submitted to and approved in writing by the Local Planning Authority.

REASON: In order that the Local Planning Authority shall retain effective control over the phasing of the site in the interests of visual amenity and to comply with Policies G1 and ENV1 of the Ribble Valley Districtwide Local Plan.

P.T.O.

APPLICATION NO. 3/2010/0758

DECISION DATE:

Relevant planning policy

Policy ENV1 - Area of Outstanding Natural Beauty.  
Policy G1 - Development Control.  
Policy G5 - Settlement Strategy.  
Policy H19 - Affordable Housing - Large Developments and Main Settlements.  
Policy H20 - Affordable Housing - Villages and Countryside.  
Policy H21 - Affordable Housing - Information Needed.  
PPS3 - Housing.

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.

STEWART BAILEY  
DIRECTOR OF DEVELOPMENT SERVICES



**Policy for assessment of charitable beneficiaries**

**1 Introduction**

1.1 ~~XXXXXX Housing Society~~ provides rural affordable accommodation for charitable beneficiaries. As a charity it is important that ~~XXXXXX~~ provides its services to people who qualify as charitable beneficiaries in accordance with ~~XXXXXX~~ charitable purposes.

1.2 The charitable purposes and framework upon which beneficiaries are to be selected is that ~~XXXXXX~~

*provides housing, accommodation, assistance to help house people and associated facilities and amenities (including workspaces connected with such accommodation) for those in necessitous circumstances on terms appropriate to their means (clause 3.1 Memorandum of Association).*

1.3 This policy sets out the criteria by which beneficiaries will be selected for the housing, accommodation and services provided by ~~XXXXXX~~.

**2 Who are ~~XXXXXX~~'s charitable beneficiaries?**

2.1 Those in necessitous circumstances includes:

2.1.1 People whose financial means are insufficient to house them suitably in the open market;

2.1.2 People in need because of their age;

2.1.3 Disabled people (whether mentally or physically);

2.1.4 People in need because they are suffering from a chronic illness.

2.2 The benefits provided to such people must be provided on terms appropriate to their means. Therefore, all candidates should be assessed in relation to their means and an assessment made as to what is affordable for each candidate and what financial help they need to have appropriate housing, accommodation or related facilities and amenities.

2.3 This policy is inclusive of all ages and does not assess candidates on the basis of their age, unless they qualify as a charitable beneficiary under 2.1.2 above.

**3 Assessing candidates in relation their means**

3.1 The first criteria that a candidate must meet is that they are in financial need of housing. In order to assess whether someone qualifies on the ground of their financial need, the following should be taken into account:

3.1.1 A person need not be destitute in order to qualify for housing or assistance by virtue of poverty. Generally, anyone who cannot afford the normal things in life which most people take for granted may be regarded as poor.

3.1.2 In a housing context poverty is often translated into the following question:

Are the applicant's means reasonably sufficient to enable him/her to buy or rent a suitable property in an area which is reasonably convenient to him/her?

If this is not the case, a person is likely to be eligible as a beneficiary of ~~XXXXX~~.

3.2 The following should be considered during the application process:

3.2.1 Applicants should be required to disclose their household incomes;

3.2.2 Could the applicant afford to rent suitable accommodation on the open market in the parish?

3.2.3 Is there suitable and affordable accommodation available in the parish on the open market?

4 **Additional financial criteria for the provision of low cost home ownership accommodation**

4.1 Additional criteria will need to be considered if home ownership is made available to applicants, these should include:

4.1.1 What is the cost of home ownership in the parish to which the applicant has applied and could the applicant afford this?

4.1.2 Is there suitable accommodation available on the open market in the parish that the applicant could afford to buy?

4.1.3 Is there a reason that the applicant should be assisted to own a home, rather than assisted to rent a home, such as, the benefit of security of home ownership, the lack of availability of suitable homes to rent (ie is a charitable need being met)?

4.2 Regard should be had to the guidance 'Affordable home ownership – Charitable Status and Tax', published jointly by the Charity Commission, HMRC and the TSA, in as far as it applies to a charity that is not a Registered Social Landlord/Registered Provider of social housing.

5 **Assessing type of accommodation need**

5.1 Once a candidate has been assessed on the ground of their financial need, the following factors should be considered as to what type of accommodation a candidate is in need of:

5.1.1 What size of property is appropriate for the applicant and what accommodation is currently available for ~~XXXXX~~ to provide;

5.1.2 Where properties available have workspaces, or are adapted to suit specific needs, applicants with a clear need for such adaptations/specifications may be chosen even if they have applied more recently than other applicants for whom such adaptations/specifications are not required.

**6 Priority factors**

6.1 Following an assessment in accordance with the criteria, as relevant, in 3, 4 and 5 above, in relation to candidates who have similar needs, ~~THE~~ may consider the following priorities in allocating accommodation to candidates:

6.1.1 Those living or working in the parish to which they have applied for accommodation;

6.1.2 Those returning to the parish to which they have applied for accommodation;

6.1.3 Those living or working in the neighbouring parish to which they have applied for accommodation;

6.1.4 Those with additional reasons for requiring accommodation, other than being persons in poverty, such as, the condition and suitability of their current accommodation, the loss of their current accommodation.

**7 Number of applications**

7.1 There will be no restriction on the number of offers made to an applicant and no penalty for refusal of an offer.

**8 Confidentiality**

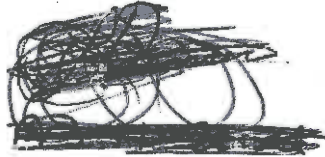
8.1 The fact that a person is an applicant for accommodation from ~~THE~~ will not be divulged (without consent) to any member of the public.

**9 Conclusion**

9.1 All applicants should satisfy the criteria above in order to qualify as charitable beneficiaries of ~~THE~~.

9.2 This policy may be amended, with the approval of the board of trustees, provided any amendments are in accordance with ~~THE~~ constitution and charity law.

THE COMMON SEAL OF RIBBLE )  
VALLEY BOROUGH COUNCIL was )  
hereunto affixed to this Deed in the )  
presence of: )



Mayor  
Chief Executive



Seal No. 1126

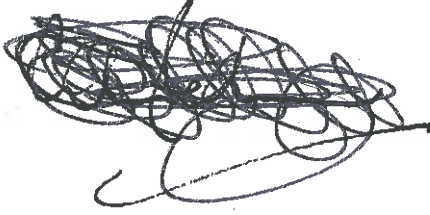
EXECUTED AS A DEED by ~~XXXXXXXXXX~~ )

~~XXXXXXXXXX~~ )

Acting by: )



Trustee / Director



Trustee / Director

Seal



Enrolled this 21 day of March 2011

In Book Number 1B 170 Page Number 042

~~XXXXXXXXXX~~

RR Keeper of the Records of the ~~XXXXXXXXXX~~

