

HILL DICKINSON

Dated 28th November 2014

DEED OF VARIATION

between

(1) Ribble Valley Borough Council

and

THIS DEED is made the

28th November

2014

BETWEEN

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (the **Council**)
- (2)

BACKGROUND

- (A) By a Section 106 Agreement (the **S.106 Agreement**) dated 1 November 2012 and made between the Council (1) and the Owner (2) the Owner entered into covenants with the Council in relation to the provision of Affordable Housing on the land situate at Chapel Hill Longbridge Preston shown edged in red on the plan attached hereto (the **Land**) as more particularly set out in the S.106 Agreement
- (B) Upon completion of the S.106 Agreement the Council as Local Planning Authority granted full planning permission for the redevelopment of the Land to provide for access, landscaping and the erection of 52 new build residential properties, the conversion of the former barn to one dwelling unit and refurbishment of existing residential unit (53 Chapel Hill) under its reference number 3/2011/1071P (the **Initial Planning Permission**)
- (C) The Owner is registered at the Land Registry with freehold Title Absolute under Title No LA759319 and LAN146856 in respect of the Land
- (D) The Owner submitted to the Council as Local Planning Authority on 8 August 2014 an application for planning permission which has been allocated the Council's reference number 3/2014/0794 for the deletion of condition 30; the variation of conditions 2 and 31 and the revised wording to conditions 3, 4, 6, 7, 9, 10, 12, 14, 15, 16, 17, 19, 20, 21, 22, 24, 26 and 33 of the Initial Planning Permission (the **Varied Planning Application**)
- (E) The Council has agreed to grant Planning Permission subject to completion of this Deed
- (F) The parties have agreed that the S.106 Agreement be varied as hereinafter provided and have accordingly agreed to enter into this Deed upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the said parties but also upon any person deriving title from them as provided by Section 106 of the Town and Country Planning Act 1990 as amended (the **1990 Act**) and any persons claiming through under or in trust for them

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- (G) This Deed is supplemental to the S.106 Agreement and the definitions and rules of interpretation set out therein apply to this Deed as if they were set out in full herein

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is entered into and completed pursuant to the 1990 Act and the obligations entered into by the Owner and hereinafter contained shall be ones to which the provisions of Section 106 of the 1990 Act shall apply and shall be binding and enforceable against the Owner and any person deriving title therefrom to the Land as provided by Section 106 of the 1990 Act
2. EACH of the obligations created by this Deed constitutes a planning obligation for the purposes of Section 106 of the 1990 Act and are enforceable by the Council as such in the manner hereinbefore referred to
3. THE provisions of this Deed shall become binding upon the parties hereto and their successors in title and upon any persons claiming through under or in trust for them upon the granting by the Council of planning permission pursuant to the Varied Planning Application (the **Varied Planning Permission**)
4. THE S.106 Agreement shall be varied as provided for in the attached tracked copy of the S.106 Agreement as shown by blue underlining (to indicate new wording inserted) and red strike through to indicate wording deleted)
5. THE covenants conditions and other provisions contained in the S.106 Agreement are save as varied by this Deed hereby ratified and confirmed and shall continue in full force and effect
6. ALL notices demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if despatched by first recorded delivery letter to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:
 - 6.1 in the case of the Council to Council Offices Church Walk Clitheroe Lancashire BB7 23RA
 - 6.2 in the case of the Owner to their company secretary at their registered office or such other address for service as shall have been previously notified to the other party
 - 6.3 Any such notice request or demand or other written communication shall be deemed to have been served at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal

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sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a prepaid first class or recorded delivery envelope (as appropriate)

7. THIS Deed shall cease to be of effect if the Varied Planning Permission:
 - 7.1 is quashed as a result of legal proceedings without the relevant planning permission having been commenced; or
 - 7.2 expires before the Commencement Date; or
 - 7.3 is revoked; or
 - 7.4 is modified by any statutory procedure without the consent of the Owner
8. THE cessation of this Deed shall not affect the liability of any party for any earlier breach
9. UPON the cessation of this Deed the Council shall forthwith procure the removal (or in the case of a cessation affecting only part of the Land a modification) of entries relating to this Deed from the register of local land charges
10. NO person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after he has parted with his interest in the Land or part of the Land in respect of which the breach occurs
11. NOTHING in this Deed fetters or restricts the exercise by the Council of its powers
12. THIS Deed is a local land charge and shall be registered by the Council as such
13. A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed this clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act
14. NOTHING in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Varied Planning Permission) granted (whether or not on appeal) after the date of this Deed
15. IN the event that any of the provisions of this Deed are unenforceable this shall not affect the enforceability of the remaining provisions hereof

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16. ANY variation of this Deed agreed between the Owner and the Council in writing shall not vitiate the remainder of this Deed which shall remain in full force and effect subject to the amendment or amendments so agreed
17. THE covenants on the part of the Owner contained in this Deed shall not be enforceable against individual purchasers of dwellings units forming part of the Development or against statutory undertakers in relation to any parts of the Land acquired by them for electricity substations gas governor stations or pumping stations
18. THE parties hereto hereby acknowledge that this Deed shall be subject to the law of England and Wales and shall be governed by the jurisdiction of the Courts therein
19. THE Owner shall on the execution hereof pay the Council's costs incurred in the preparation and settlement of this Deed in the sum of five hundred pounds (£500.00)
20. A memorandum of this Deed shall be immediately endorsed upon the S.106 Agreement

IN WITNESS whereof the Owner and the Council have executed this document as a Deed and delivered it the day and year first above written

HILL DICKINSON

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

W. MA Rany

M. H. Scott

Mayor

Authorised Signatory

Chief Executive



tary

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ANNEXURE

Varied form of S.106 Agreement

HILL DICKINSON

Draft No: 2
Date of Draft: ~~0825.101.14~~
Date of First Draft: 02.10.14
Ref: SF/LK/979191.1994

Dated 2014

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

between

(1) Ribble Valley Borough Council

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THIS DEED is made

2014

BETWEEN:

(1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe
Lancashire BB7 23RA (the **Council**)

(2) [REDACTED] of
[REDACTED] at

WHEREAS

- (A) The Council is the local planning authority for the area within which the Land is situated
- (B) The Owner is the freehold owner of the Land
- (C) The Owner submitted the Planning Application to the Council and the Council are minded to grant the Planning Permission subject to completion of this Agreement and appropriate planning conditions

NOW THIS DEED WITNESSES as conditions;

1 DEFINITIONS

Expression	Meaning
Act	the Town and Country Planning Act 1990 as amended
Affordable Housing	affordable housing that is affordable to local persons who cannot afford to rent or buy accommodation generally available on the open market on readily available terms who have need of local housing
Affordable Housing Scheme	a scheme submitted by the Owner to the Council for the provision of Affordable Housing <u>within Phase 2</u> which shall include the following: <ul style="list-style-type: none">(a) the forecast date for commencement and completion of each phase of <u>the</u> housing element of <u>the Development Phase</u>

2

(b) whether social housing grant from the ~~Housing Corporation~~ Homes and Community Agency or any other source of financial assistance is expected towards the costs of providing the Affordable Housing as part of ~~Phase 2 the Development~~

Affordable Housing Units

16 Units of Affordable Housing to be constructed on ~~Phase 2 the Land~~ in accordance with the Planning Permission and the provisions of this Agreement and **Affordable Housing Unit** shall be construed accordingly

Affordable Rent Units

the Affordable Housing Units which are available for rent at a level which is no more than eighty percent (80%) of local market rents and **Affordable Rent Unit** shall be construed accordingly

Affordable Rent/Discount Sales Strategy

a written strategy to be prepared by the Owner and submitted to the Council which sets out how the Owner will deliver the Affordable Housing Units in the absence of a Registered Provider This strategy shall include the same affordable housing offer in terms of house types and the same eligibility criteria as would have been delivered by the Registered ~~provider~~ Provider under the provisions of this Agreement but the rent than can be charged shall be a private rent at local housing allowance rates with one hundred percent (100%) nomination rights to the Council and the shared ownership properties shall be delivered as discount sale units at forty percent (40%) discount from open market value

Approved Person

Persons who meet the Eligibility Criteria and who shall be selected in the following order of priority:

- (a) people who have lived in the Borough of Ribble Valley for ten (10) years or more and continue to live there
- (b) people who have lived in the Borough of Ribble Valley for more than five (5) years and continue to live there
- (c) people who have lived in the Borough of Ribble Valley for the last twelve (12) months and continue to live there
- (d) people currently permanently employed and working in the Borough of Ribble Valley
- (e) people returning to the Borough of Ribble having previously lived there

Commencement Date

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 Agreement and for no other purpose) operations consisting of site clearance demolition work archaeological investigations, investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions erection of any temporary means of enclosure the temporary display of site notices or advertisements

Community Infrastructure Levy

any Community Infrastructure Levy by the Council pursuant to the Community Infrastructure Levy Regulations 2010 (as shall be amended and updated from time to time)

Development

the development of the Land for full planning permission for access landscaping and the erection of 52 new build residential properties (on Phase 2) and the conversion of the former barn to one dwelling unit and refurbishment of existing residential unit (53 Chapel Hill) on Phase 1

Eligibility Criteria

the Registered Provider shall ensure that the occupiers of all Affordable Housing Units demonstrate that they have sufficient income to rent/purchase (as appropriate) the unit but that they could not afford to rent/purchase (as appropriate) the unit on the open market that they have a satisfactory credit history and that they have sufficient funds to cover the costs of any legal costs involved in the rent/purchase (as appropriate) of the unit

Interest Rate

the base lending rate for the time being of Barclays Bank Plc compounded annually

Land

land at Chapel Hill Longridge as shown edged red on the plan attached to this Agreement

Market Dwellings

the residential units to be constructed on Phase 2 the Land pursuant to the Planning Permission excluding the Affordable Housing Unit

Mortgagee

Phase 1

the mortgagee of an Affordable Housing Unit that part of the Land shown coloured light brown on the Phasing Plan

Phase 2

that part of the Land shown coloured light red on the Phasing Plan

Phasing Plan

the plan attached to this Agreement and numbered PH01Revision A

Planning Application

the application which was submitted by the Owner to the Council on 8 August 2014 and allocated reference number 3/2014/0794

Planning Permission

the planning permission granted by the Council pursuant to the ~~planning~~ Planning applications Application

Registered Provider

a registered social landlord or other registered provider approved by the Council

Shared Ownership Units

the Affordable Housing Units which shall be available on a shared ownership basis where each occupier shall acquire an interest in the unit of between twenty five percent (25%) and seventy five percent (75%) and may staircases up to one hundred percent (100%) of the open market value of the unit in increments at times of his/her election the balance of the equity in the unit being let to the occupier at a rent equal to or less than that permitted by the Housing Corporation and **Shared Ownership Unit** shall be construed accordingly

~~Registered Provider~~

~~a registered social landlord or other registered provider approved by the Council~~

2 INTERPRETATION

- 2.1 References to any party shall include the successors in title of that party and those deriving title through that party and in the case of the Council the successors to their functions
- 2.2 Obligations entered into by a party which comprises more than one person shall be deemed to be entered into jointly and severally
- 2.3 Words importing persons include firms companies and bodies corporate and vice versa

- 2.4 Words importing the singular shall include the plural and vice versa
- 2.5 Words importing any one gender shall include either other gender
- 2.6 Construction of this Agreement shall ignore the headings contents list and front sheet (all of which are for reference only)
- 2.7 References to a numbered clause schedule paragraph or appendix are references to the clause schedule paragraph or appendix of or to this Agreement so numbered
- 2.8 Any reference to a statutory provision shall be deemed to include:
- 2.8.1 any subsequent re-enactment or amending provision and
- 2.8.2 every statutory instrument direction or specification made or issued under that provision or deriving validity from it
- 2.9 An obligation to do something includes an obligation to procure it to be done and
- 2.10 An obligation not to do something includes an obligation not to allow it to be done

3 ENABLING PROVISIONS

- 3.1 This Agreement is a planning obligation by agreement made pursuant to the provisions of Section 106 of the 1990 Act with the intention of binding the Land and every part of the Land in accordance with that section
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers

4 COMMENCEMENT

The obligations contained in this Agreement shall come into effect and bind the Owner from the Commencement Date

5 COVENANTS WITH THE COUNCIL

- 5.1 The Owner covenants with the Council with the intention of binding Phase 2 ~~the Land and every part of Phase 2 the Land:~~
- 5.2 to observe and perform the obligations set out in the First Schedule; and

5.3 agree with the Council that:

5.3.1 the obligations in this clause 5 constitute a planning obligation for the purposes of section 106(9)(a) of the Act; and

5.3.2 the Council is the local planning authority by whom the obligations in this clause 5 are enforceable for the purposes of section 106(9)(d) of the Act

6 COVENANTS BY THE COUNCIL

6.1 The Council covenants with the Owner:

~~6.1.1 To observe and perform the obligations set out in the Second Schedule~~

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~~6.1.2~~6.1.1 Upon written request of the Owner at any time after any of the obligations of the Owner under this Agreement have been performed or otherwise discharged to issue written confirmation thereof and

~~6.1.3~~6.1.2 Where its approval is required to any matter under this Agreement not to unreasonably withhold or delay such approval

7 NOTICES

7.1 All notices demands or other written communications to or upon the parties pursuant to this Agreement shall be deemed to have been properly given or made if despatched by first recorded delivery letter to the party to which such notice request demand or other written communication is to be given or made under this Agreement and addressed as follows:

7.1.1 in the case of the Council to Council Offices Church Walk Clitheroe Lancashire BB7 23RA

7.1.2 in the case of the Owner to their company secretary at their registered office or such other address for service as shall have been previously notified to the other party

7.2 Any such notice request or demand or other written communication shall be deemed to have been served at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom and in providing such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and

delivered into the custody of the postal authority in a prepaid first class or recorded delivery envelope (as appropriate)

8 CESSATION AND LIABILITY

- 8.1 This Agreement shall cease to be of effect if the Planning Permission:
- 8.1.1 is quashed as a result of legal proceedings without the relevant planning permission having been commenced; or
 - 8.1.2 expires before the Commencement Date; or
 - 8.1.3 is revoked; or
 - 8.1.4 is modified by any statutory procedure without the consent of the Owner
- 8.2 The cessation of this Agreement shall not affect the liability of any party for any earlier breach
- 8.3 Upon the cessation of this Agreement the Council shall forthwith procure the removal (or in the case of a cessation affecting only part of the Land a modification) of entries relating to this Agreement from the register of local land charges
- 8.4 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Land or part of the Land in respect of which the breach occurs
- 8.5 Upon the performance discharge or other fulfilment of the obligations (or any of them) of the Owner under the terms of this Agreement such obligation or obligations shall absolutely cease and determine

9 LOCAL AUTHORITY POWERS

Nothing in this Agreement fetters or restricts the exercise by the Council of its powers

10 LOCAL LAND CHARGE

This Agreement is a local land charge and shall be registered by the Council as such

11 RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement this clause does not affect any right or remedy of any person which exists or is available

otherwise than pursuant to that Act

12 EXECUTED AS A DEED

This Agreement is a deed within the meaning of section 1 of the Law of Property (Miscellaneous Provisions) Act 1989 and is executed as such

13 DISPUTE RESOLUTION

13.1 Any dispute or difference arising out of this Agreement shall be submitted for the determination of an expert

13.2 The expert shall be appointed by the parties jointly or in default of agreement within ten (10) clear Working Days after either party has given to the other a written request requiring the appointment of an expert by the President of the Institution of Chartered Surveyors (the **President**)

13.3 The President shall if so requested appoint an independent chartered surveyor as such expert or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question The expert so appointed must

13.3.1 act as an expert and not as an arbitrator;

13.3.2 afford the parties the opportunity within reasonable time limits to make representations to him;

13.3.3 inform each party of the representations of the other;

13.3.4 afford each party the opportunity within reasonable time limits to make representations to him on the representations of the other; and

13.3.5 notify the parties of his decision with reasons as quickly as practicable

13.4 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert

13.5 The expert's determination is to be conclusive and binding on the parties except:

13.5.1 where there is a manifest error; and/or

13.5.2 on a matter of law

- 13.6 Either party may pay the share of the expert's fees and expenses due from the other party on behalf of the other party if such share is not paid within twenty (20) Working Days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from the other party

14 PAYMENTS DUE AND VAT

- 14.1 All sums payable by the Owner to the Council under the provisions of this Agreement shall be paid within fourteen (14) days of the dates specified
- 14.2 The Owner shall pay the Council's legal costs in connection with preparation of this Agreement on the execution thereof provided always that such sum shall not exceed five hundred pounds (£500)

15 INTEREST

If either party shall fail to pay any sums due under the terms of this Agreement within fourteen (14) days of the due date that party shall become liable to pay interest on such sums from the date that they become due to the date on which they are actually paid at the rate of three per centum (3%) above the base lending rate of Barclays Bank Plc from the time being and from time to time in force

16 AGREEMENTS AND DECLARATIONS

- 16.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the ~~site~~Land in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
- 16.2 In the event that any of the provisions of this Agreement are unenforceable this shall not affect the enforceability of the remaining provisions hereof
- 16.3 Any variation of this Agreement agreed between the Owner and the Council in writing shall not vitiate the remainder of this Agreement which shall remain in full force and effect subject to the amendment or amendments so agreed
- 16.4 Where any consent or approval is required under the terms of this Agreement such consents or approval shall not be unreasonably withheld or ~~deleted~~delayed
- 16.5 The covenants on the part of the Owner contained in this Agreement shall not be enforceable against individual purchasers of dwellings units forming part of the Development or against statutory undertakers in relation to any parts of the ~~site~~Land acquired by them for electricity substations gas

governor stations or pumping stations

17 GOVERNING LAW

The parties hereto hereby acknowledge that this Agreement shall be subject to the law of England and Wales and shall be governed by the jurisdiction of the Courts therein

18 ENTRY ONTO COUNCIL LAND

This Agreement does not give ~~ever any~~ expressed or implied consent for any party to enter onto Council owned land for any purpose whatsoever any such consent will have to be obtained separately from the Council as and when necessary The Council as landowner will have the right to refuse any such request for consent

19 COMMUNITY INFRASTRUCTURE LEVY

It is hereby agreed and declared that the Owner will not be liable to make any payments pursuant to the Community Infrastructure Levy which duplicate the contributions for which the Owner is liable under the terms of this Agreement

IN WITNESS whereof the Owner and the Council have executed this document as a Deed and delivered it the day and year first above written

SCHEDULE 1

COVENANTS BY THE OWNER

The Owner covenants with the Council as follows:

- 1 Prior to the Commencement date in relation to Phase 2 To submit an Affordable Housing Scheme to the Council which provides for sixteen Affordable Housing Units which shall be delivered as six-two bedroomed houses eight-three bedroomed houses and two-four bedroomed houses (eight Shared Ownership Units and eight for Affordable Rent Units) (all for Intermediate Rent or Affordable Rent and eight of which to be ~~build~~ built to the lifetime home standard and available to households where at least one member of the household is aged over 55); or for an alternative mix of Affordable Housing Units to be agreed with the Council acting reasonably
- 2 To construct the Affordable Housing in accordance with the approved Affordable Housing Scheme and to provide satisfactory evidence of the same to the Council
- 3 (Unless otherwise agreed in writing with the Council) not more than seventy five percent (75%) of the Market Dwellings shall be occupied until the Owner has entered into a binding contract (and commenced construction of the Affordable Housing Units) with a Registered Provider to dispose of the completed Affordable Housing Units approved as part of the Affordable Housing Scheme or the Council has approved the Affordable Rent/Discount Sales Strategy in accordance with paragraph 6 below
- 4 (Unless otherwise agreed in writing with the Council) not more than ninety percent (90%) of the Market Dwellings shall be occupied until all of the Affordable Housing Units have been constructed
- 5 To provide the Council or its agents with such information concerning negotiation between the Owner and a Registered Provider in respect of the Affordable Housing proposed to be transferred to a Registered Provider as the Council or its agents may reasonably request
- 6 In the event that a Registered Provider cannot be secured to deliver the Affordable Housing then after six (6) months of attempting to secure a Registered Provider the Council must be approached to approve private delivery The same affordable housing offer in terms of house type will be delivered but the affordable rent will be delivered as private rent at Local Housing allowance rates with one hundred percent (100%) nomination rights with the Council and the shared ownership properties to be delivered as discount sale units at forty percent (40%) discount from open market value All the same eligibility criteria will apply
- 7 Each and every Affordable Housing Unit shall not be occupied or purchased by any

person expect an Approved Person who shall be approved in writing by the Council

8 In the event that the Affordable Housing is transferred to a Registered Provider the following provisions shall apply:

8.1 Not to allow the use of any Affordable Housing Unit as a dwelling (other than as a show house or similar or a sales office) except by a person and his household determined by the Registered Provider as both being in need of ~~affordable-Affordable housing-Housing~~ at the time of determination because of financial circumstances of the person and their household and being a person who has met the Eligibility Criteria

8.2 In relation to the Affordable Rent Units:

8.2.1 the Affordable Rent Units shall be for rent by an Approved Person;

8.2.2 the first occupiers of each Affordable Rent Unit shall be nominated by the Council and on all subsequent lets fifty percent (50%) of the occupiers shall be nominated by the Council and fifty percent (50%) shall be nominated by the Registered Provider

8.2.3 the rent to be charged on the Affordable Rent Units shall be no more than eighty percent (80%) of local open market rents

8.3 In relation to the Shared Ownership Units;

8.3.1 on completion of the Shared Ownership Units or as soon as possible thereafter the Registered Provider shall dispose of the Shared Ownership Units as follows;

8.3.1.1 at an open market value on a shared ownership basis with the rental element being discounted by the Registered Provider;

8.3.1.2 to an Approved Person who shall purchase the Shared Ownership Unit for occupation by the Approved Person and in accordance with the requirements of this Agreement;

8.3.1.3 in consultation with the Council and having first obtained the Council's consent to the disposal to the Approved Person

8.3.2 the Approved Person shall be required to purchase a minimum share of twenty five percent (25%) of the Shared Ownership Unit

- 8.3.3 the Approved Person shall be allowed to purchase additional shares in increments of no less than ten percent (10%) up to a maximum of one hundred percent (100%) provided that at the point of purchase of each additional share they continue to occupy the Shared Ownership Unit in compliance with the requirements of this Agreement
- 8.3.4 in the event that a Share Ownership Unit has been marketed for six (6) months without an Approved Person having been identified then the Registered Provider shall be entitled to dispose of the unit to a person who is not an Approved Person
- 8.4 The Registered Provider shall ensure that the Affordable Housing Units are allocated to meet the requirements of this Agreement and shall:
 - 8.4.1 impose upper income brackets for purchasers of each Affordable Housing Unit type
 - 8.4.2 ensure income levels are verified via wage slips/P60s;
 - 8.4.3 ensure local connections are established by reference to the electoral roll at a specific date in time provided always that the onus shall be on the Approved Person to provide proof of residence (e.g. utility bills if they are not on the electoral roll)
 - 8.4.4 verify local connection based employment by way of references/confirmation of employment history and obtain confirmation of permanence of employment from the Approved Person's employer
- 9 Any Mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than two (2) months prior notice to the Council of its intention to dispose and:
 - 9.1 In the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall cooperate with such arrangements and use its best endeavours to secure such transfer
 - 9.2 If the Council does not serve its response to the notice served under paragraph 9.1 above within the one (1) month period then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 1 to 8 of this Schedule

- 9.3 If the Council or any other person cannot within two (2) months of the date of service its response under paragraph 9.1 above secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 9.1 the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 1-8 of this Schedule

PROVIDED THAT all times the rights and obligations in this paragraph 9 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of moneys outstanding under the charge or mortgage

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

Authorised Signatory

EXECUTED AS A DEED by UNITED)
UTILITIES PROPERTY SERVICES)
LIMITED acting by:)

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary