

Dated

9th March

2026

BROADLAND DISTRICT COUNCIL

-and-

SEQUENTIAL INVESTORS LTD

-and-

HOUSING 21

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land at
relating to land known as The Griffin,
212 Yarmouth Road Thorpe St Andrew NR7 0SN

THIS DEED is dated 9th day of March, 2026

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF (referred to as the "Council")
- (2) **SEQUENTIAL INVESTORS LTD** (Registered Number 10381056) whose registered office is 6 Harmood Grove, London, United Kingdom, NW1 8D (referred to as the "Owner")
- (3) **HOUSING 21** (Registered No. 16791R) whose registered office is Tricorn House, 51 – 53 Hagley Road, Edgbaston, Birmingham, B16 8TP (referred to as the "Joint Applicant")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of this deed for the area within which the Site is located.
- (B) The Owner and Joint Applicant has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The Owner owns the freehold of the Site which is registered at HM Land Registry under title number NK121636 and held free from encumbrances other than the matters referred to below.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended
Commencement	The date on which a material operation as defined in section 56(4) of the Act is first carried out, except (for

the purposes of this Deed only) operations consisting of:

- site clearance
- demolition
- archaeological investigations
- ground surveys
- removal of contamination or other adverse ground conditions
- erection of temporary fences
- temporary display of site notices and/or advertisements

and 'Commence' and 'Commenced' will be construed accordingly

Development

The Development of the Site in accordance with the Permission

Dwelling

A dwelling to be built on the Site as part of the Development including Extra Care Housing

Index Linked

Index linked from the date of this deed until the date the payment is made ("the index period"), such index linking being an increase or decrease in the amount of the payment equivalent to any change during the index period in the RICS Building Cost Information Service All In Tender Index (or if such index/either of such indices ceases) to be published, another index notified to the Owner by the Nominated Officer)

Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Occupation	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <ul style="list-style-type: none"> • construction • internal and external refurbishment • decoration • fitting-out • marketing <p>and 'Occupy' and 'Occupied' will be construed accordingly</p>
Permission	The planning permission to be granted by the Council for an 87-unit extra care residential facility (Class C2), with associated communal facilities, associated car parking, landscaping and associated works with access from Yarmouth Road and allocated reference number 20211741
Plan	The plan attached to this Deed
Site	The land known as The Griffin, Yarmouth Road, Norwich, NR7 0SN and registered at HM Land Registry under title number NK121636 shown edged red on the Plan
Trigger	The Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition

of a specified action

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act and, to the extent that it does not contain planning obligations, under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003, and any and all other enabling powers.
- 2.2. The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site and to the extent that any provision is not capable of being made pursuant to section 106 of the Act it is made pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003 and any and all other enabling powers.
- 2.3. Covenants given by more than one party can be enforced against them individually or jointly.
- 2.4. A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person.
- 2.5. Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.6. References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7. Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
 - 2.7.1. they do not enter any individual Dwelling; and
 - 2.7.2. they adhere to all reasonable health and safety requirements.
- 2.8. This Deed is conditional upon:
 - 2.8.1. The grant of the Permission; and
 - 2.8.2. The Commencement of Development,

save for the provisions of this clause and clause 4.9 which shall come into effect immediately on completion of this Deed and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately on the grant of the Permission.

3. COVENANTS

- 3.1. The Owner covenants with the Council for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 3.2. The Council covenant with the Owner to comply with their respective requirements contained in this Deed.
- 3.3. The Council covenants with the Owner and Joint Applicant to use its endeavours to issue the Permission within ten days of completion of this Deed.

4. USE OF CONTRIBUTIONS INDEXATION AND INTEREST

- 4.1. The improvements referred to in this Deed for which contributions are required may at the Council's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed even if payment of the relevant contribution may not have become due.
- 4.2. If the improvements have been commenced or provided prior to the due date for payment of the relevant contribution then the payment will be regarded as a reimbursement of the costs incurred in providing the improvement.
- 4.3. Nothing in this Deed binds the Owner to pay;
 - 4.3.1. any contribution before the date on which it is due under the Schedules,
or
 - 4.3.2. any contribution at all if the relevant due date is not reached, or
 - 4.3.3. any greater contribution than provided in the relevant Schedule (subject to being Index Linked or subject to the Inflation Provision as set out therein).
- 4.4. The Council is entitled to use all interest accrued on each contribution specified in the Schedules from the date of actual payment of the contribution until the date when the contribution is spent.
- 4.5. The contributions specified in the Schedules are to be Index Linked or subject

to the Inflation Provision as set out therein.

4.6. In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:

4.6.1. the contributions are a debt due to the Council and are recoverable by action by the Council; and

4.6.2. are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.

4.7. All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.

4.8. Any money from time to time held by the Council in respect of any payment made to the Council by the Owner under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return to the party who made that payment if that party:

4.8.1. becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or

4.8.2. passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or

4.8.3. enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them,

but shall continue to be held under the terms of this Deed.

4.9. The Council may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

5. OTHER PROVISIONS

5.1. No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest).

5.2. The Owner confirms that he is the owner of the Site with full power to enter into

this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.

5.3. Save for the obligations contained in Schedule 2 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein, the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

5.3.1. individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease.

5.3.2. any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.

5.4. On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.

5.5. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

5.6. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.

5.7. No waiver, express or implied, by the Council of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed.

5.8. If the Permission is quashed revoked or expires before Commencement then, save for clause 5.4, this Deed will cease to have effect (insofar only as it has not already been complied with).

5.9. Subject to clause 5.10, nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.

- 5.10. If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).
- 5.11. This Deed is registrable as a local land charge by the Council.
- 5.12. Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.
- 5.13. An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 5.14. The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.
- 5.15. Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

6. DISPUTES

- 6.1. If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding.
- 6.2. The expert is to be replaced by a fresh appointee in the event that they become at any time unable or unwilling for any reason to proceed to discharge their functions. The fresh appointee is to be appointed in the manner prescribed in this clause.
- 6.3. The expert is to make their decision within 6 weeks of being appointed.
- 6.4. The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted

unreasonably. In that case the expert has binding discretion as to apportionment of the costs.

- 6.5. Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

7. NOTIFICATIONS

- 7.1. Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received.
- 7.2. The Owner will notify the Nominated Officer in writing of the relevant
- 7.2.1. anticipated Triggers seven days in advance of each anticipated date,
 - 7.2.2. actual Triggers within seven days of each actual date.
- 7.3. If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site.

8. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

Schedule 1

The Plan



8764

SCHEDULE 4 SITE LOCATION PLAN



SEQUENTIAL INVESTORS

Housing 21

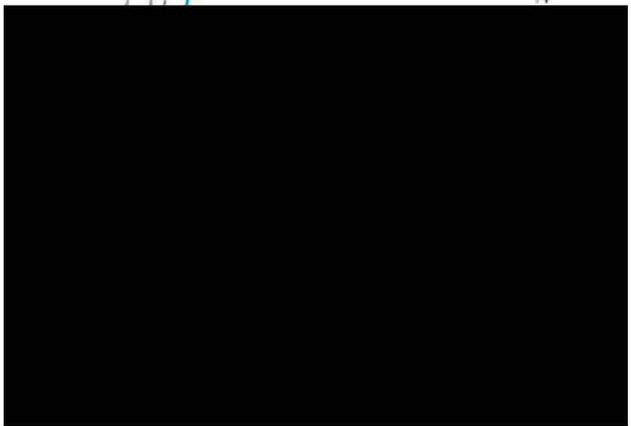
zebra ARCHITECTS

zeb1143
212 Yarmouth Road
Norwich

PL001
Site Location Plan

date August 2021
status Planning

rev **D**



Schedule 2

Affordable Housing – Extra Care Housing

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Affordable Dwellings"	the Dwellings to be constructed on the Site to a standard agreed with the Council as Extra Care Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Affordable Housing for Rent to be provided to Eligible Households whose needs are not met by the market (including housing that provides a subsidised route to home ownership) and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF) unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	the Affordable Housing for Rent Units, dwelling types, location and size as set out in Part 3, section A of this Schedule or such other mix as the Council agrees in writing
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 100% of the total number of dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing for Rent"	Affordable Dwellings which meet the conditions set out in the definition of "Affordable Housing for rent" in Annex 2 of the NPPF, let by a Registered Provider in accordance with the Government's rent policy for social or affordable rent or is at least 20% below local market rents which shall not exceed on commencement of each tenancy the local housing allowance for that area (including service charges where applicable) or as otherwise agreed with the Council in writing

<p>“Affordable Housing Scheme”</p>	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"> - The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - The identity of the Provider; <p>AND, where the parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:</p> <ul style="list-style-type: none"> - The number, location, type and size of Affordable Dwellings to be constructed on the Site; - full details of the Affordable Housing Mix (such proposal to reflect the Council’s up to date strategic housing market assessment and specific local needs as determined and agreed by the Council); - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme
<p>“Approved Affordable Housing Scheme”</p>	<p>the Affordable Housing Scheme approved by the Council in accordance with paragraph 2 of Part 2 of this Schedule including any amendment, revision or substitution approved by the Council from time to time in writing</p>
<p>“Eligible Household”</p>	<p>A person or persons in need of accommodation who are unable to rent or buy on the local open market nominated (where applicable) by the Council in accordance with Part 3 of this Schedule and determined in accordance with the Council’s housing allocation policy or as otherwise approved by the Council</p>
<p>“Extra Care Housing”</p>	<p>The self-contained residential accommodation and associated facilities designed and managed to meet the needs and aspirations of older people who satisfy the Extra Care Housing Criteria and who have a Planned Care and Support Need and who will have 24 hours access to on-site staff for emergency</p>

	support of unplanned needs (unless otherwise agreed in writing with the Council from time to time)
“Extra Care Housing Criteria”	Unless otherwise agreed in writing with the Council means: <ul style="list-style-type: none"> (i) aged over 55; and (ii) in receipt of (or has been recently recognised as requiring) not less than four hours of Planned Care and Support
“Homes England”	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
“Nominations Agreement”	Means an agreement between Norfolk County Council, the Council and the Registered Provider setting out the exclusive joint nominations rights for Norfolk County Council and the Council in relation to the Extra Care Housing substantially in the form attached at Appendix 1
“NPPF”	The National Planning Policy Framework published in December 2024 as amended on 7 February 2025
“Planned Care and Support”	Care and support provided to an individual by a care provider registered with the Care Quality Commission or with such other body which may exist from time to time to regulate the provision of care and support services
“Provider”	Either: <ul style="list-style-type: none"> (i) the Joint Applicant (being Housing 21) or another Registered Provider; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
“Registered Provider”	Is as defined in the Housing and Regeneration Act 2008
“Social Rented Dwellings”	Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent
“Target Rent”	The rent for Social Rented Dwellings as determined by the national rent regime published by Homes England or any

	subsequent replacement or where there is no such replacement at a rent determined by the Council
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Part 1

Extra Care Housing

The Owner hereby covenants with the Council as follows:

- 1 Not to use less than ninety per cent (or such lesser percentage as is agreed by the Council in writing from time to time) of the Affordable Dwellings for any purpose other than Extra Care Housing
- 2 To the extent necessary to comply with paragraph 1 above, on first Occupation of an Affordable Dwelling and on commencement of each subsequent tenancy to ensure that the tenant (or if more than one tenant at least one of the tenants) meets the Extra Care Housing Criteria (unless agreed otherwise by the Council in writing) PROVIDED THAT (for so long as the Nominations Agreement shall continue to be in full force and capable of taking effect or subsisting) a tenant will be deemed to meet the Extra Care Housing Criteria if they have been approved in accordance with the Nominations Agreement
- 3 To provide to the Council on request evidence that the requirements of paragraphs 1 and 2 above have been satisfied.

Part 2

Affordable Housing

- 1 Not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 2 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 3 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 3, section B of this Schedule as to tenant eligibility and nominations procedures PROVIDED THAT (for so long as the Nominations

- Agreement shall continue to be in full force and capable of taking effect or subsisting) these provisions shall be deemed to have been complied with where a tenant has been approved by the Nominations Agreement
- 4 Subject to clause 5 of this Schedule below, not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme
- 5 The obligations in this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

Part 3

Section A – Affordable Housing Mix

- 87 no. - Affordable Housing for Rent
(65 no. 1 Bedroom 2 Person flats)
(22 no. 2 Bedroom 3 Person flats)

Section B – Tenant Eligibility, Local Lettings Cascade & Administrative Procedure for Nominations

The Extra Care Housing shall be let to persons who fulfil the Extra Care Housing Criteria on first Occupation and on commencement of each subsequent tenancy in accordance with the Nominations Agreement cascade set out below:

Schedule 3 - Tenant Eligibility Criteria

Tenants of Units must meet the following criteria:

1. General eligibility
 - Aged over 55 years; and
 - In receipt of (or have been recognised as requiring) a minimum of four hours of assessed care and/or support per week, and
 - Residents or Nominees with family connections within the Partner's administrative area.
 - In the opinion of the Partner qualify to be regarded as being in housing need as prescribed by the Partner's Allocation Scheme; or who in the opinion of the Partner are homeless persons within the definition of Part 7 Housing Act 1996.

The Parties agree and acknowledge the Council's aspiration for a mix range of banded care and/or support assessed hours at each Unit, to ensure the Scheme remains a mixed community and to ensure a care provider can deliver the care and/or support required.

Care and/or Support Guidance:

Average number of hours care and/or support required per person (11 hours) based on mixed care and/or support needs, of:

- 30% Low care and/or support needs (4-8hrs per week)
- 30% Medium care and/or support needs (9-12hrs per week)
- 40% High care and/or support needs (13+hrs per week); and
- where applicable, when a scheme is not able to fill on the above mix; 10% of the scheme could be filled with those with no or minimal care and/or support needs (0-4hrs per week) so as not to leave a Unit unoccupied without a Tenant.

2. Priority

In addition to the Council's requirement for a balanced Scheme of banded care and support needs, priority will be given to Nominees listed in the order of priority below. The Panel will use its best endeavours to follow the Partner's Allocations Scheme prioritisation.

It is envisaged that over 95% of the Scheme's applicants will be comprised from the Priority 1 category, with the aspiration that 100% of the Scheme's Units will be filled in this way.

- Priority 1: Norfolk residents with a care and/or support need
 - Current residents within the Partner's geographical administrative area
 - Current residents who are from neighbouring districts of the Partner's geographical administrative area
 - Current residents of Norfolk - see Exceptions below
 - Nominees who have family connections in the Partner's geographical administrative area; and
 - Nominees who have family connections in Norfolk.

- Priority 2: Norfolk residents with no care and/or support need
 - Where the Panel agrees a Nominee would benefit from a supported environment and that Nominee is aware of and agrees to the *Peace of Mind charge* (a care charge paid by the Nominee directly to the care provider)
 - Current residents within the Partners geographic administrative area
 - Current residents who are from neighbouring districts of the Partner's geographical administrative area

- Current residents of Norfolk - see Exceptions below
 - Nominees who have family connections in the Partners' geographical administrative area; and
 - Nominees who have family connections in Norfolk.
- Priority 3: Non-Norfolk residents with a care and/or support need and in circumstances where the originating Local Authority has pre-agreed in writing to pay for their care and/or support
 - Nominees who have family connections within the Partners geographical administrative area
 - Nominees who have family connections in Norfolk - see Exceptions below.
- Priority 4: Other Nominees (such as non- Norfolk residents with no care need and/ or support need and with no family connection), **so that a Unit is occupied and a Tenancy in place.**
 - Nominees who have family connections within the Partners geographical administrative area
 - Nominees who have family connections in Norfolk - see Exceptions below.

3. Exceptions to Tenant Eligibility Criteria

Exceptions can be made for Nominees with the Panel's recorded agreement.

Such exceptions may include other suitable nominees albeit from within the wider area of Norfolk with connections in the area of Norfolk, so that their occupation of a Unit is preferable to leaving a Unit empty/unoccupied. In these

circumstances, such exceptional nominees shall be prioritised in the same order of priorities in Priority 1 to 4 in section 2 above.

And in each and every case the tenant (or if there is more than one, at least one of them) shall meet the Extra Care Housing Criteria (unless agreed otherwise by the Council and the Provider in writing) and regard shall be had to ensure a mix of care needs.

1) Administrative Procedure for Nominations

- a) To grant to the Norfolk County Council and the Council joint nomination rights of 100% of the Extra Care Housing which will be reflected in a Nomination Agreement
- b) The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as set out in schedule 3 of the Nominations Agreement, amended from time to time or in accordance with alternative procedures as the Council and the Provider shall agree between them.

Schedule 3

Recreational Impact Avoidance and Mitigation Contribution

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

Recreational Impact Avoidance and Mitigation Contribution	the financial contribution to be calculated using the Recreational Impact Avoidance and Mitigation Contribution Calculation and increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision and applied towards the package of mitigation measures identified in the Strategy
Recreational Impact Avoidance and Mitigation Contribution Calculation	the sum of £293.53 x the total number of new Dwellings proposed pursuant to the Planning Permission to calculate the Recreational impact Avoidance and Mitigation Contribution
Recreational Impact Avoidance and Mitigation Contribution Inflation Provision	The increase (if any) in the Office for National Statistics Retail Price Index (All Items) between January 2024 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine)
Strategy	The Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021 and the Norfolk Recreational Impact Avoidance and Mitigation Strategy Action Plan dated 2024

The Owner hereby covenants with the Council as follows:

1. Not to Commence the Development until the Recreational Impact Avoidance and Mitigation Contribution has been paid to the Council in full.
2. To pay the Recreational Impact Avoidance and Mitigation Contribution to the Council prior to Commencement of Development.

Schedule 4
Open Space

Part 1

Owner Obligations

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Inflation Provision"		The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)
"Green Infrastructure Contribution"		Means that part of the Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as detailed in Part 2 of this Schedule
"Off-Site Open Space Contribution"	Open	A sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 2 of this Schedule and increased in line with the Inflation Provision to be used at in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3 and Policy 3 of the Greater Norwich Local Plan

“Open Space Policies” Means the policies contained in the Council’s Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space, and Policy 3 of the Greater Norwich Local Plan or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

The Owner hereby covenants with the Council as follows:

1. OPEN SPACE

- 1.1 Where the Nominated Officer has agreed to a deficiency in the amount of Open Space within the Site to pay the Off-Site Open Space Contribution prior to first Occupation of any Dwelling

Part 2

Extract from Open Space Policies detailing the cost per dwelling for the Provision and Maintenance of Open Space as at January 2015 (Index 270)

Contribution Towards Purchase of Off Site Open Space		
Property	Green Infrastructure	
1 bed	£300	
2 bed	£400	
3 bed	£500	
4 bed	£600	
5+ bed	£700	

Equipping of Off Site Open Space		
Property	Green Infrastructure	
1 bed	£214.50	
2 bed	£286	
3 bed	£357.50	
4 bed	£429	
5+ bed	£500.50	
Maintenance of Off Site Open Space		
Property	Green Infrastructure	
1 bed	£126.50	
2 bed	£169	
3 bed	£211	
4 bed	£253	
5+ bed	£295.50	

Schedule 5
Council's obligations

- 1) To hold the Open Space and Green Infrastructure Contribution in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contribution or any part thereof has not been committed (by way of contract or expenditure of the monies) for such purposes within 10 years of receipt to repay the unspent balance to the payer together with any interest accrued

- 2) At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied acting reasonably that such obligations have been performed.

Schedule 6
District Council Monitoring Fee

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

“District Council Monitoring Fee”	the sum of £1500 Index Linked payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed
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The Owner hereby covenants with the Council as follows:

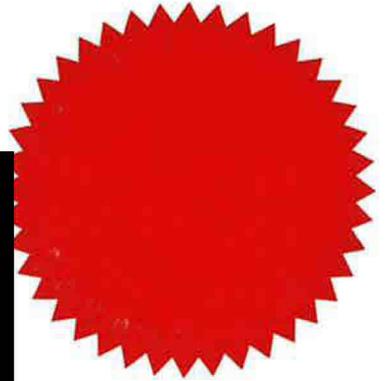
1. DISTRICT COUNCIL MONITORING FEE

To pay the District Council Monitoring Fee to the Council prior to the Commencement of the Development.

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF
Broadland District Council
was affixed hereto in the presence of

)
)



Authorised Signatory

and this deed has been duly and properly executed
in accordance with the constitution of Broadland District Council

EXECUTED AS A DEED by
SEQUENTIAL INVESTORS LTD
in the presence of/acting by:

)
)
)

Director

Director

if acting by single Director and Witness, substitute "Director/Secretary" for:

in the presence of:

Witness:
Name (Print):
Address:

Occupation:

Executed as a deed by the
affixation of the common seal of
HOUSING 21
in the presence of :

Authorised Signatory

Authorised Signatory

Appendix 1
Nominations Agreement

DATED 2026

NORFOLK COUNTY COUNCIL

and

BROADLAND DISTRICT COUNCIL

and

HOUSING 21

NOMINATIONS AGREEMENT

FOR

**INDEPENDENT LIVING SCHEME
FOR OLDER PEOPLE (87 UNITS)
AT THORPE ST ANDREW, NORFOLK**

nplaw
Norfolk County Council
County Hall,
Martineau Lane,
Norwich,
NR1 2DH
(42689579)

THIS DEED of Agreement is dated 2026

PARTIES

- (1) **NORFOLK COUNTY COUNCIL** whose principal address is at County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH (**Council**)
- (2) **HOUSING 21** a registered society under the Co-operative and Community Benefit Societies Act 2014 and registered with the Regulator of Social Housing under number IP16791R whose registered office is at Tricorn House, Hagley Road, Birmingham, West Midlands, B16 8TP (**Housing Provider**).
- (3) **BROADLAND DISTRICT COUNCIL** of Horizon Business Centre, Peachman Way, Norwich, NR7 0WF (**Partner**)

BACKGROUND

- (A) The Housing Provider is a registered social landlord who provides affordable housing and intends to acquire the Property on which to deliver the Development
- (B) Following the Council's Cabinet meeting on [DATE] and the Council's Adult Social Care Directorate's leadership meeting on [DATE], the Council approved a capital contribution of £4,176,000 (four million, one hundred and seventy-six thousand pounds) from its Independent Living capital programme to the Housing Provider to support the Development in consideration of exclusive nominations rights to the Council and Partner being secured over 87 (eighty seven) units at a new Independent Living scheme for older people in Thorpe St Andrew, Norfolk. This contribution is formalised in a capital contribution agreement dated (**Capital Contribution Agreement**).
- (C) The Partner is the Local Strategic Housing Authority and the Local Planning Authority for the area within which the Property is situated. The Partner as Local Planning Authority granted planning permission for the Development as reference: 20211741 and has agreed as Local Strategic Housing Authority (in exercise of delegated powers on [DATE] to enter this Agreement with the

Housing Provider and with the Council to govern how Nominations Rights will be managed.

- (D) The Housing Provider is the freehold owner of the Property on which the individual Units are being or have been built.
- (E) This Agreement sets out the requirements and processes by which allocations will be made to fulfil the Nomination Rights over the Units.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall have the following meanings:

Affordable Housing: affordable housing as described in the National Planning Policy Framework dated 20 July 2021 (**NPPF**) or any later NPPF issued by the Ministry of Housing, Communities and Local Government or another central government department or their successors in title.

Agreed Commissioned Void Rent: the rent that would be otherwise payable by a nominated tenant in respect of the Unit.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: the date of this Agreement.

Commissioned Void Period: a period where the Council reserves a vacant Unit and pays the Agreed Commissioned Void Rent as set out in Schedule 1, Part B.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Development: Extra Care development of 87 units, with secured landscaped communal gardens, associated visitor and staff car and cycle parking, external stores and a new vehicular access onto 212 Yarmouth Road, Thorpe St. Andrew, Norfolk, NR7 0SN in accordance with full planning permission 20211741 dated [DATE] enabled by the Planning Agreement and Planning Obligation.

Expiry Date: a date 50 (fifty) years after the Commencement Date.

Initial Let Period: a single one-off period of 6 calendar months from the first date all Units in the Scheme are Ready for Occupation to allow the Council the time to put forward Nominees for an initial letting in priority to any private lettings;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Nomination and Allocations Panel: the panel constituted in accordance with Schedule 2.

Nominee: a prospective Tenant to be approved by the Nominations and Allocations Panel in accordance with clause 2.4.

Nomination(s) Details: means the details to be stated within a Nomination Notice of a Nominee including, without limitation, the following information:

- The Nominee's full name, sex, age and occupation (if any);
- Any special needs of the Nominee
- Confirmation that the Council or the Nominee has agreed with a person/organisation to provide care and/or support services of the nature and/or level required by the Nominee
- A copy of the community care (or equivalent) assessment or Care Act 2014 assessment carried out by the Council in relation to the Nominee demonstrating the Council's reasonable belief that the Nominee satisfies the Eligibility Criteria set out in Schedule 3; and
- Any other relevant information of the Nominee and their occupancy of a Unit.

Nomination(s) Notice means the Council's notice to the Housing Provider specifying a Nominee it deems appropriate to occupy a Unit;

Nomination Rights: the nomination rights described in clause 3.

Nomination Rights Period: a 50 (fifty) year period commencing on the Commencement Date.

Partner's Allocations Scheme : the Partner's allocation scheme governing how affordable homes are allocated, in its geographical administrative area, attached at Schedule 5 (in its current draft version as at the date of this Agreement and as may be confirmed as 'Final' and which may be updated from time to time as appropriate).

Plan: the plan attached to this Agreement at Schedule 7.

Property: the land at 212 Yarmouth Road, Thorpe St Andrew, Norfolk, NR7 0SN shown edged red on the Plan, to be known as "*Independent Living Thorpe St Andrew*".

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any member or officer of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council ;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Housing Provider or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts;or

- (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Ready for Occupation: an individual Unit vacant and with all void period works and services completed so that the Unit concerned is ready for immediate occupation by a new Tenant.

Representatives: each Party's representative contact point for all matters under this Agreement, as set out in Schedule 6.

Planning Agreement: a section 106 Agreement dated 27 April 2022 made between (1) the Partner acting in that document as Local Planning Authority only and (2) Clegg Construction Limited (CRN: **00667598**).

Planning Obligation: the section 106 Planning Obligation dated [DATE] given in favour of the Partner which is the Local Planning Authority in that context and provided by Clegg Construction Limited (CRN: **00667598**).

Scheme: a scheme within the Council's Independent Living capital programme.

Tenancy: an agreed form of tenancy to be entered into between the Housing Provider and an approved Nominee attached at Schedule 4.

Tenant: a Nominee approved by the Nominations and Allocations Panel as eligible to enter into a Tenancy.

Tenant Eligibility Criteria: means the criteria set out in Schedule 3.

Unit: each separate accommodation unit described in Schedule 1 and comprised in the Property, available for letting to a Nominee.

Working Day: a working day is any day other than a Saturday or a Sunday or a day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971.

Works Completion Date: the date when the works to the Unit are completed and certified by the Developer for handover to Housing Provider's Operations teams.

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to writing or written excludes fax and includes e-mail.
- 1.9 Unless the context otherwise requires, references to clauses and schedules are to the clauses and schedules of this Agreement.

2. COMMENCEMENT AND DURATION

- 2.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the expiry of the Nomination Rights Period.

3. NOMINATION RIGHTS

- 3.1 The Housing Provider covenants with the Council and with the Partner to the intent that either the Council or the Partner may enforce this agreement for Nominations Rights set out in this Agreement over 100% of the Units
- 3.2 The Housing Provider with the Council will use the Nominations Procedure and the Nominations and Allocation Panel set out in Schedules 1 and 2.

- 3.3 The (joint) Nomination Rights in clause 1 shall apply for the duration of the Nomination Rights Period in respect of the Units, and each time a Unit becomes vacant.
- 3.4 The Parties acknowledge that the Partner is under no obligation to attend the Nominations and Allocations Panel. Where the Partner elects not to attend, it shall not be part of the decision making process and the other parties can otherwise proceed; however it shall nominate any Nominee on its housing list so that the Panel may consider and discuss the Nominee having due regard to the Partner's Allocations Scheme.
- 3.5 It is hereby agreed that the covenants in this Agreement are covenants to which both (a) section 33 of the Local Government (Miscellaneous Provision) Act 1982 and (b) section 111 of the Local Government Act 1972 apply.
- 3.6 Any potential tenant nominated, by the Council (and/or where applicable by the Council and Partner acting jointly), must be approved by the Nominations and Allocations Panel who shall apply the Tenant Eligibility Criteria as the basis for decision making but may (acting reasonably) waive the Tenant Eligibility Criteria if all Parties agree this is both reasonable and necessary in the circumstances and the Parties shall abide by the decision of the Nominations and Allocations Panel.
- 3.7 For the avoidance of doubt and in line with Schedule 2 'Nominations and Allocation Panel', the Housing Provider as Landlord has the right, on reasonably evidenced grounds, to accept or reject a Nominee a tenancy in line with their own internal policies.

4. CONFIDENTIALITY AND DATA PROTECTION

- 4.1 The Parties agree that save where (and only to the extent that) such publication or disclosure is required in order to comply with the provisions of any statute or any regulations or reasonable request of a regulator or professional adviser they shall not publish or disclose to any third party any details of the terms of this Agreement.

- 4.2 Where any Party is requested to consent to a third party disclosure it shall not unreasonably withhold or delay its consent.
- 4.3 The provisions of this Clause 4 are without prejudice to any Party's obligations under Data Protection Legislation and Information Acts and all secondary legislation, rules and regulations, made pursuant to those enactments and all and any relevant amendments and replacements from time to time and including any codes of practice.
- 4.4 The Parties shall comply with their obligations under the Data Protection Legislation. For the avoidance of any doubt each of the Parties are data controllers for the purposes of any processing arising from their respective obligations under this Agreement. As such, the Parties shall ensure that where they collect personal data from Nominees or tenants that they have the necessary privacy notices and consents/legal pathways established/in place to ensure that information may be passed securely between the Parties as may be required from time to time.

5. ANTI-DISCRIMINATION

- 5.1 In performing their obligations under this Agreement, the Parties shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 5.2 The Parties shall take all reasonable steps to secure the observance of clause 5.1 by their servants, employees and/or agents and all their suppliers and sub-contractors engaged under the Agreement.

6. HUMAN RIGHTS

- 6.1 The Housing Provider shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Housing Provider were a public body (as defined in the Human Rights Act 1998).

6.2 The Housing Provider shall undertake, or refrain from undertaking, such acts as the Partner or Council requests so as to enable them to comply with their obligations under the Human Rights Act 1998.

7. INFORMATION ACTS

7.1 The Housing Provider acknowledges that the Council and Partner are subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

7.2 The Housing Provider shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Council/Partner to enable the Council and Partner to comply with their obligations under the FOIA and EIRs;

(b) transfer to the Council and Partner all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt; provide the Council and Partner with a copy of all information belonging to the Council and Partner requested in the request for information which is in its possession or control in the form that the Council and Partner requires within 5 working days (or such other period as the Council or Partner may reasonably specify) of the Council's or Partner's request for such information; and

(c) not respond directly to a request for information unless authorised in writing to do so by the Council or the Partner.

7.3 The Housing Provider acknowledges that the Council and Partner may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Housing Provider. The Council and Partner shall take reasonable steps to notify the Housing Provider of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it

to do so but (notwithstanding any other provision in this agreement) the Council and Partner shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

8. AMENDMENTS TO LEGISLATION

- 8.1 If the Homes and Communities Agency (or its successor body) should issue guidance which is binding on all classes of registered providers, the Parties shall be entitled to request that the terms of this Agreement be varied so as to enable that Party as the case may be to discharge its new responsibilities and the other Parties shall not unreasonably withhold their approval to such request.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, the Council may by written notice terminate this Agreement immediately if the other Parties:
- (a) are, in the reasonable opinion of the Council, in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, fails to remedy the breach within 30 Working Days where no other date is stated (having regard to the nature of the breach) of receipt from the Council;
 - (b) repeatedly breach, in the reasonable opinion of the Council, any of the terms of this Agreement in such a manner as to reasonably justify the Council's opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (c) becomes insolvent (as defined by the Insolvency Act 1986) or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

- (d) in the case of the Housing Provider (or relevant member of its group), has its registration under the Housing and Regeneration Act 2008, withdrawn by the Regulator of Social Housing or any other relevant government department;
- (e) is in breach of s.117(2) of the Local Government Act 1972 or the Bribery Act 2010;
- (f) the Housing Provider provides the Council with any materially misleading or inaccurate information;
- (g) fails to comply with any order of the Court in relation to the terms of this Agreement within a timescale prescribed by such order of the Court.

9.2 Should the Parties agree that the Agreement should be extended because the Property is still needed, then the Parties shall work together, acting reasonably, to agree such extended period.

9.3 If this Agreement is terminated under the provisions of this clause 9, that termination is without prejudice to the rights, duties and liabilities of the Parties accrued prior to the termination and/or stemming directly from the termination.

10. LIABILITY AND INSOLVENCY

10.1 The Partner and Council shall have no liability for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Housing Provider arising from or in any way connected with a nomination under the terms of this Agreement.

10.2 In the event of the Housing Provider anticipating financial or impending insolvency it shall immediately give notice of this state of affairs to the Partner and make every effort with the assistance of the Regulator of Social Housing to seek to transfer its interest in the Property to another Private Registered Provider (as defined in the Housing and Regeneration Act 2008 (as amended by The Legislative Reform (Regulator of Social Housing) (England) Order 2018)) to retain the Funded Property as social housing.

11. MONITORING

11.1 For monitoring purposes, at least once in each quarter, the Housing Provider shall provide written records to the Council and the Partner showing Units which were empty in any part of the previous quarter showing:

- (a) the address of the empty Unit; and
- (b) to whom the Unit was allocated.

10.2 Additionally, the Housing Provider shall submit weekly records of

- (a) the number of void Units
- (b) the number of pending void Units

12. ASSIGNMENT

The Parties may not, without the prior written consent of both other Parties, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

13. WAIVER

No failure or delay by a Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

14. NOTICES

14.1 Any notice or communication required to be given by either of the Parties may be:

- 14.1.1 sent by first class recorded or special delivery post to the other Party at the address set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause. Any notice or communication sent by post will be deemed to be received at the time the notice is recorded as being either delivered or signed for by the receiving party. In proving service by post it will only

be necessary to prove that the notice or communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

14.1.2 delivered by hand at the address set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause. Any notice or communication delivered by hand will be deemed to have been received at the time the notice or communication is left at the proper address.

14.1.3 As a courtesy, where a party has served notice under either clause 14.1.1 or 14.1.2, it shall email the other party's Representative to inform it of the fact that a notice has been either posted by recorded/special delivery or hand delivered to it. The parties acknowledge and agree that this courtesy email shall not be construed in any way as deemed service of any such notice and a lack of a courtesy email shall not be construed as a failure of service.

14.2 For the purposes of clause 14.1 any notices shall be addressed to the Parties for the attention of:-

(a) For the Council:

Norfolk County Council
County Hall, Martineau Lane
Norwich, Norfolk, NR1 2DH
FAO: Director of Assurance & Commissioning –
Adult Social Services

(b) For the Housing Provider:

Housing 21
Tricorn House, Hagley Road,
Birmingham, West Midlands, B16 8TP
FAO: Deputy Head Of Extra Care – South

(c) For the Partner:

Broadland District Council

Horizon Business Centre, Peachman Way,
Norwich NR7 0WF
FAO: Housing Solutions Team (Housing with Care)

14.3 Clause 14.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. DISPUTE RESOLUTION

15.1 In the event of any complaint or dispute arising between the Parties to this Agreement in relation to this Agreement the matter shall first be referred for resolution to the Parties Representatives or any other individual nominated by the parties from time to time.

15.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Representatives as the case may be, the Parties may refer the matter to:

- the Council's Executive Director of Adult Social Services;
- the Partner's Chief Executive, and
- the Director of Development and Delivery of the Housing Provider

with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the parties.

15.3 In the absence of agreement under clause 15.2 the parties shall seek to resolve the matter through mediation under the Centre for Effective Dispute Resolution's Model Mediation Procedure (**CEDR**) (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

16. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any legal formal partnership entity or joint venture between the Parties, nor any relationship of principal and agent, nor

authorise any Party to make or enter into any commitments for or on behalf of any other Party.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

18. VARIATION

Except as set out in this Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Parties or their authorised representatives.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law and the Parties submit irrevocably to the exclusive jurisdiction of the English courts.

20. SEVERANCE

20.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, enforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever reasonable modification may be necessary to give effect to the commercial intention of the Parties.

21. MORTGAGEE PROTECTION

For the avoidance of doubt, it is confirmed that the terms of this Agreement shall not be binding upon a lender, mortgagee or chargee of the Housing Provider exercising its power of sale in respect of the Property (nor shall it bind a receiver (including an administrative receiver) appointed by such lender,

mortgagee or chargee or any other person appointed under any security documentation to enable such lender, mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the Housing Provider nor any persons or bodies deriving title through such lender, mortgagee or chargee or Receiver.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts whether executed electronically and/or by wet signature, each of which counterparts when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

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

The Common Seal of Norfolk County Council

was hereunto affixed but not delivered until the date hereof

in the presence of:

.....

Authorised Officer

Name:.....

Role:

Seal Number

The Common Seal of Broadland District Council

was hereunto affixed but not delivered until the date hereof

in the presence of:

.....

Authorised Officer

Name:.....

Role:

Seal Number:

Executed as a deed by the
affixation of the common seal of

HOUSING 21

in the presence of :

Authorised Signatory

Authorised Signatory

Schedule 1 - Nomination Procedure

The Parties agree the procedure below will apply at the expiry of the Initial Let Period. The Parties acknowledge the aim of the Initial Let Period is to protect the Council's Nominations Rights by prioritising those individuals nominated by the Council and Partner (jointly). However the Panel acting reasonably, shall consider other circumstances where nominees may be private individuals so as to support the Scheme and not to leave a Unit unoccupied without a tenant. The Scheme's nominations and allocation procedure shall adhere to Schedule 3's Tenant Eligibility Criteria at all times.

Part A: Nominations

- 1 When any of the Units are due to become available for initial letting or re-letting to a Nominee, the Housing Provider shall give written notice to the Council and Partner as soon as possible, and where possible, at least 28 days prior written notice, stating when a Unit will be Ready for Occupation.
- 2 Upon receipt of such notice from the Housing Provider, the Council and Partner shall supply the Housing Provider with a Nomination(s) Details and the Housing Provider shall offer the Nominee a Tenancy within 7 days. This being dependent on there being a completed Care Act 2014 assessment available, and that such Nominee has been approved by the Nominations and Allocations Panel.
- 3, If the Nominee does not accept the Tenancy within a further period of 14 days, the Housing Provider shall notify the Council and Partner, who will refer the vacancy to the Nominations and Allocations Panel, to put forward an alternative Nominee.
4. The Council and Partner shall be entitled to repeat the procedure in the above paragraphs 2 - 3 until a successful let or a period of 28 days from the date the Unit became Ready for Occupation, whichever is the earlier.
- 5 The Parties acknowledge there may be periods where, despite following these procedures, the Unit remains unoccupied 28 days from the date when the Unit

became Ready for Occupation. For the avoidance of doubt, during such periods, no Agreed Commissioned Void Rent is payable to the Housing Provider.

- 6 When a Unit remains unoccupied in paragraph 5 above, the Housing Provider may fill the Unit with a tenant from its own housing list, in circumstances where:
 - (a) the Council has not given notice that a Commissioned Void Period is to apply; and
 - (b) the Housing Provider has complied with these timescales; and/or
 - (c) a tenant has made private arrangements directly with the Housing Provider to secure a tenancy.
- 7 When the Unit becomes vacant under a Tenancy in paragraph 6 above, it shall become subject to the nominations procedure in this Schedule 1 again.

Part B Commissioned Void Periods

- 1 The Council may at any time give the Housing Provider written notice of a Commissioned Void Period to apply to any vacancy until further notice.
- 2 For the duration of any Commissioned Void Period, the Council will be responsible for paying to the Housing Provider the Agreed Commissioned Void Rent.
- 3 Notwithstanding any other provision, the Council may continue to nominate Nominees to the Housing Provider during any Commissioned Void Period until such time as the Housing Provider has granted a tenancy to a Nominee.
- 4 The Council may give 14 days' written notice at any time to end any Commissioned Void Period.

Schedule 2 - Nominations and Allocations Panel (Panel)

The Panel will meet monthly, arranged by the Council, unless the Parties agree otherwise (and meet fortnightly as a Scheme is set up, where appropriate).

The purpose of the Panel is to agree and approve Nominees based on Schedule 3's Tenant Eligibility Criteria.

The Panel will be made up of suitably authorised attending representatives from:

- Norfolk County Council : Adult Social Care operations
- Partner (optional, as appropriate)
- Housing Provider
- Care Provider (where the Housing Provider and Care Provider are two different organisations)
- Norfolk County Council: Commissioning Team (optional, as appropriate)

The Panel will work together to agree and approve a Nominee as a Tenant, acting reasonably and having regard to:

- I. the Tenant Eligibility Criteria and
- II. (ii) the priorities of the Partner's Allocations Scheme.

For the purposes of transparency, where a Panel member does not agree to approve a Nominee, they shall inform the Panel of their reasons regarding any known and/or anticipated cause for concern, for the Panel to consider for further discussion and record any reasons for refusing a Nominee. The Panel shall record any subsequent withdrawals by approved Nominees.

In appropriate circumstances, the Parties may agree and approve a Nominee outside of the monthly Panels meeting to ensure a fast transition, which shall be reported into the next monthly Panel.

Schedule 3 - Tenant Eligibility Criteria

Tenants of Units must meet the following criteria:

1. General eligibility

- Aged over 55 years; and
- In receipt of (or have been recognised as requiring) a minimum of four hours of assessed care and/or support per week, and
- Residents or Nominees with family connections within the Partner's administrative area.
- In the opinion of the Partner qualify to be regarded as being in housing need as prescribed by the Partner's Allocation Scheme; or who in the opinion of the Partner are homeless persons within the definition of Part 7 Housing Act 1996.

The Parties agree and acknowledge the Council's, and the Partner's, aspiration for a mix range of banded care and/or support assessed hours at each Unit, to ensure the Scheme remains a mixed community and to ensure a care provider can deliver the care and/or support required.

Care and/or Support Guidance:

Average number of hours care and/or support required per person (11 hours) based on mixed care and/or support needs, of:

- 30% Low care and/or support needs (4-8hrs per week)
- 30% Medium care and/or support needs (9-12hrs per week)
- 40% High care and/or support needs (13+hrs per week); and
- where applicable, when a scheme is not able to fill on the above mix; 10% of the scheme could be filled with those with no or minimal care and/or support needs (0-4hrs per week) so as not to leave a Unit unoccupied without a Tenant.

2. Priority

In addition to the Council's requirement for a balanced Scheme of banded care and support needs, priority will be given to Nominees listed in the order of priority below. The Panel will use its best endeavours to follow the Partner's Allocations Scheme prioritisation.

It is envisaged that over 95% of the Scheme's applicants will be comprised from the Priority 1 category, with the aspiration that 100% of the Scheme's Units will be filled in this way.

- Priority 1: Norfolk residents with a care and/or support need
 - Current residents within the Partner's geographical administrative area
 - Current residents who are from neighbouring districts of the Partner's geographical administrative area
 - Current residents of Norfolk - see Exceptions below
 - Nominees who have family connections in the Partner's geographical administrative area; and
 - Nominees who have family connections in Norfolk.

- Priority 2: Norfolk residents with no care and/or support need
 - Where the Panel agrees a Nominee would benefit from a supported environment and that Nominee is aware of and agrees to the *Peace of Mind charge* (a care charge paid by the Nominee directly to the care provider)
 - Current residents within the Partners geographic administrative area
 - Current residents who are from neighbouring districts of the Partner's geographical administrative area
 - Current residents of Norfolk - see Exceptions below
 - Nominees who have family connections in the Partners' geographical administrative area; and
 - Nominees who have family connections in Norfolk.
 -

- Priority 3: Non-Norfolk residents with a care and/or support need and in circumstances where the originating Local Authority has pre-agreed in writing to pay for their care and/or support
 - Nominees who have family connections within the Partners geographical administrative area
 - Nominees who have family connections in Norfolk - see Exceptions below.

- Priority 4: Other Nominees (such as non- Norfolk residents with no care need and/ or support need and with no family connection), **so that a Unit is occupied and a Tenancy in place.**
 - Nominees who have family connections within the Partners geographical administrative area
 - Nominees who have family connections in Norfolk - see Exceptions below.

3. Exceptions to Tenant Eligibility Criteria

Exceptions can be made for Nominees with the Panel's recorded agreement.

Such exceptions may include other suitable nominees albeit from within the wider area of Norfolk with connections in the area of Norfolk, so that their occupation of a Unit is preferable to leaving a Unit empty/unoccupied. In these circumstances, such exceptional nominees shall be prioritised in the same order of priorities in Priority 1 to 4 in section 2 above.

