

Dated 11<sup>th</sup> September 2020

BROADLAND DISTRICT COUNCIL

-and-

NORFOLK COUNTY COUNCIL

and

SAFFRON HOUSING TRUST LIMITED

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

relating to land known as Herondale Bridewell Lane Acle NR13 3RA

---

---

THIS DEED is dated

11<sup>th</sup> September

2020

**PARTIES:**

- (1) BROADLAND DISTRICT COUNCIL Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU (referred to as "the Council")
- (2) NORFOLK COUNTY COUNCIL County Hall Martineau Lane Norwich Norfolk NR1 2DH (referred to as "the Owner")
- (3) SAFFRON HOUSING TRUST LIMITED registered society number 32427R whose registered office is Saffron Barn Swan Lane Long Stratton Norfolk NR15 2XP (referred to as "Saffron Housing Trust")

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) Saffron Housing Trust has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The Owner is the registered proprietor of the freehold of the Site which forms part of the land registered at the Land Registry under title number NK385253 and held free from encumbrances other than the matters referred to below.
- (D) Saffron Housing Trust has on \_\_\_\_\_ purchased the Site from the Owner but Saffron Housing Trust's title to the Site has not yet been registered at HM Land Registry

---

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended.
CIL Regulations	The Community Infrastructure Regulations 2010 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

Index Linked

Index linked from the date of this Deed until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the RICS Building Cost Information Service All in Tender Index published by the Office for National Statistics (or if such index ceases to be published, another index notified to the appropriate payee by the Nominated Officer which shall in this case be the senior officer of the Council responsible for development management or other officer of the Council as notified to the Owner from time to time

Nominated Officer

The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

Occupation	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: construction internal and external refurbishment decoration fitting-out marketing and 'Occupy' and 'Occupied' will be construed accordingly
Permission	The planning permission to be granted by the Council for affordable housing and allocated reference number 20191954
Plan	The plan attached to this Deed
Site	The land known as Herondale Bridewell Lane Acle and forming part of the land registered at H M Land Registry under title number NK 385253 as shown edged red on the Plan
Trigger	means 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, 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.
- 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 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:
  - 2.8.1 they do not enter any individual Dwelling; and
  - 2.8.2 they adhere to all reasonable health and safety requirements.

### **3. CONDITIONALITY**

This Deed is conditional upon:

- 3.1 The grant of the Permission; and
- 3.2 The Commencement of Development.

Save for the provisions of this clause and clause 4.3 which shall come into effect immediately on completion of this Deed.

### **4 COVENANTS**

- 4.1 The Owner covenants with the Council for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2 The Council covenants with the Owner to comply with its requirements contained in this Deed.
- 4.3 The Council covenants with the Owner and the Saffron Housing Trust to use its endeavours to issue the Permission within ten days of completion of this Deed.
- 4.4 The covenants on the part of Saffron Housing Trust shall only come into effect on acquisition of the Site by Saffron Housing Trust

---

### **5 Use of Contributions Indexation and Interest**

- 5.1 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.
- 5.2 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.

- 5.3 Nothing in this Deed binds the Owner or Saffron Housing Trust to pay;
- 5.3.1 any contribution before the date on which it is due under the Schedules, or
- 5.3.2 any contribution at all if the relevant due date is not reached, or
- 5.3.3 any greater contribution than provided in the relevant Schedule.
- 5.4 The Council are 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.
- 5.5 The contributions specified in the Schedules are to be Index Linked.
- 5.6 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
- 5.6.1 the contributions are a debt due to the Council and are recoverable by action by the Council; and
- 5.6.2 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.
- 5.7 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 5.8 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 by the Council to the party who made that payment if that party:
- 5.8.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
- 5.8.2 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
- 5.8.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed.
- 5.9 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.



## **6. OTHER PROVISIONS**

- 6.1 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).
- 6.2 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.
- 6.3 Save for the obligations contained in Part Two of Schedule One 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:
  - 6.3.1 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.
  - 6.3.2 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.
- 6.4 On completion Saffron Housing Trust will pay the Council's reasonable legal costs in connection with this Deed.
- 6.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 6.7 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.
- 6.8 If the Permission is quashed or revoked or expires before Commencement then, save for clause 6.4, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 6.9 Subject to clause 6.10, 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.
- 6.10 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).

6.11 This Deed is registrable as a local land charge.

6.12 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.

6.13 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.

6.14 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated.

6.15 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.

## **7. DISPUTES**

7.1 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.

7.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this clause.

7.3 The expert is to make his decision within 6 weeks of being appointed.

7.4 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.

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

## **8. NOTIFICATIONS**

8.1 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.



8.2 Saffron Housing Trust will notify the Nominated Officer in writing of the relevant triggers as specified in sub clauses 8.2.1 and 8.2.2 below

8.2.1 anticipated Triggers seven days in advance of each anticipated date,

8.2.2 actual Triggers within seven days of each actual date.

8.3 If Saffron Housing Trust disposes of his interest in all or part of the Site it 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

## 9. JURISDICTION

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

### SCHEDULE 1

#### Extra Care & Affordable 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 Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Intermediate Housing and 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 Intermediate Housing and Affordable Housing for Rent, dwelling types, location and size as set out in Part 4 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

<p>"Affordable Housing Scheme"</p>	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"> <li>- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;</li> <li>- full details of the design of the Affordable Dwellings</li> <li>- The identity of the Provider;</li> </ul> <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"> <li>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;</li> <li>- 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) including the types of Intermediate Housing and Affordable Housing for Rent;</li> <li>- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme</li> </ul>
<p>"Affordable Housing for Rent"</p>	<p>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>
<p>"Approved Affordable Housing Scheme"</p>	<p>the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council 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 4 of this Schedule and determined in accordance with the Council's</p>



	housing allocation policy or as otherwise approved by the Council <b>AND FOR THE AVOIDANCE OF DOUBT</b> no national or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion
"Extra Care Housing"	Self-contained residential accommodation and associated facilities designed and managed to meet the needs and aspirations of older people with a Planned Care and Support need and with 24 hours access to on-site staff for emergency support of unplanned needs
"Extra Care Housing Criteria"	<ul style="list-style-type: none"> <li>(i) aged over 55; and</li> <li>(ii) in receipt of (or has been recently recognised as requiring) not less than four hours of Planned Care and Support</li> </ul>
"Grant and Nominations Agreement"	An agreement to be entered into between Norfolk County Council (1) and Saffron Housing Trust Limited (2) under which Saffron Housing Trust grants nomination rights for a period of 50 years to a nominations panel (which panel includes Broadland District Council) over 41 Affordable Housing for Rent Dwellings and an extract of the relevant provisions of the Grant and Nominations Agreement is annexed at Appendix 2
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"Intermediate Housing"	Shared Ownership Housing
"NPPF"	The National Planning Policy Framework published in February 2019.
"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
"Practically Complete"	Means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the

	existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" shall be construed accordingly
"Provider"	<ul style="list-style-type: none"> <li>(i) Saffron Housing Trust Limited or;</li> <li>(ii) another Registered Provider; or</li> <li>(iii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council</li> </ul>
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Shared Ownership Housing"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	<p>an older persons shared ownership lease in a form recommended by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> <li>- not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider</li> <li>- power to the purchaser to increase their ownership up to 75% if they so wish</li> <li>- an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published</li> </ul>
	<p>such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the Homes England provided that no rent is payable once the purchaser's ownership is 75%;</p>



**Part 1**  
**Extra Care**

**A) Owner's covenants**

The Owner covenants with the Council so as to bind its successors in title and any person or body deriving title through or under the Owner including for the avoidance of doubt the successors to its statutory functions as follows:

- 1 Not to use less than seventy 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 (excluding Shared Ownership Housing) 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 Grant and Nominations 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 by the nominations panel under the Grant and Nominations Agreement
- 3 To provide to the Council on request evidence that the requirements of paragraphs 1 and 2 above have been satisfied.

**B) Saffron Housing Trust's covenants**

Saffron Housing Trust covenants with the Council as follows:

- 1 Not to use less than seventy 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 (excluding Shared Ownership Housing) 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 Grant and Nominations 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 by the nominations panel under the Grant and 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**

### **A) Owner's covenants**

The Owner covenants with the Council so as to bind its successors in title and any person or body deriving title through or under the Owner including for the avoidance of doubt the successors to its statutory functions as follows:

- 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 4 of this Schedule as to tenant eligibility and nominations procedures PROVIDED THAT (for so long as the Grant and Nominations 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 panel under the Grant and Nominations Agreement
- 4 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme

### **B) Saffron Housing Trust's covenants**

Saffron Housing Trust covenants with the Council as follows:

- 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 4 of this Schedule as to tenant eligibility and nominations procedures PROVIDED THAT (for so long as the Grant and Nominations 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 panel under the Grant and Nominations Agreement

- 4 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme

### **Part 3**

#### **Mortgagee Protection Clause**

- 1 The obligations contained in Part 1 and Part 2 of this Schedule shall not be binding upon:
  - 1.1 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) 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 (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:
    - a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
    - b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings
  - 1.2 all persons or bodies deriving title under or through any persons or bodies referred to in paragraph 1 of schedule 1 part 3 (including their successors in title)

**Part 4**  
**Section A - Affordable Housing Mix**

17 no Shared Ownership Housing	10 x 1 bedrooms 7 x 2 bedrooms
--------------------------------	-----------------------------------

41 no Affordable Housing for Rent	38 x 1 bedrooms 3 x 2 bedrooms
-----------------------------------	-----------------------------------

The Provider may convert to Affordable Housing for Rent any unit of Shared Ownership Housing if the Provider has been unable to sell that unit either (a) within three months of it being Practically Complete or (b) within three months of the Provider exercising a right of pre-emption under a Shared Ownership Lease

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

The Affordable Housing for Rent shall be let on first Occupation and on commencement of each subsequent tenancy in accordance with the policy set out below:

- 1) Priority will be given to applications from (listed in priority order)
    - a) Current residents of Broadland District
    - b) Current residents of neighbouring districts
    - c) Current residents of Norfolk
    - d) Applicants who have family connections in Broadland District
    - e) Applicants who have family connections in Norfolk
- 
- f) Other applicants

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.



## 2) Administrative Procedure for Nominations

- a) To grant to the Council nomination rights to 100% of the Affordable Housing for Rent unless otherwise agreed in writing
- b) The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Provider shall agree between them.

**Schedule 2**  
**Open Space and Green Infrastructure Contribution**

“Open Space and Green Infrastructure Contribution”	The sum of forty eight thousand seven hundred and thirteen pounds (£48713) Index Linked and made up as shown below:			
		Equipment & Maintenance	Cost of land	Total
	Formal Recreation Space	£13063.00	£5567.00	£18630.00
	Allotments	£336.00	£557.00	£893.00
	Green Infrastructure	£15533.00	£13657.00	£29190.00
				£48713.00

**1) Owner's covenants**

The Owner covenants with the Council so as to bind its successors in title and any person or body deriving title through or under the Owner including for the avoidance of doubt the successors to its statutory functions as follows:

- a) To pay the Open Space and Green Infrastructure Contribution to the Council prior to Occupation of the first Dwelling
- b) Not to occupy any Dwelling unless and until the Open Space and Green Infrastructure Contribution has been paid to the Council

**2) Saffron Housing Trust's covenants**

---

Saffron Housing Trust covenants with the Council as follows:

- a) To pay the Open Space and Green Infrastructure Contribution to the Council prior to Occupation of the first Dwelling
- b) Not to occupy any Dwelling unless and until the Open Space and Green Infrastructure Contribution has been paid to the Council



- 3) The Formal Recreation Space and Allotments Contributions are to be used for the benefit of the parish of Acle or such other parish within the Council's District as the Council shall in its absolute discretion think fit and for the benefit of the Recreation provision in Residential Development Supplementary Planning Document 2016.
- 4) The Green Infrastructure Contribution is to be used for the benefit of the Broadland East Area Green Infrastructure Project Plan or otherwise for any project that meets the aims and objectives of the Broadland District Council's Development Management Development Plan EN 3 ( Green Infrastructure) 2015.

Schedule 3  
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.

Executed as a Deed by  
Affixing the common seal of  
Saffron Housing Trust Limited  
In the presence of



Board member/authorised signatory

Board member/authorised signatory/secretary



Executed as a Deed but not delivered until the date hereof by affixing the common seal of **Broadland District Council** in the presence of:



Deputy Monitoring Officer

Linda Mockford

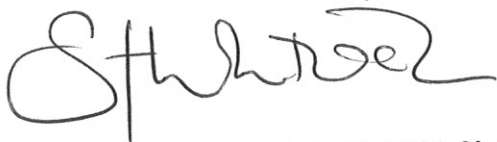
.....  
Authorised officer

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



8051

THE COMMON SEAL OF  
The Norfolk County Council  
was affixed hereto in the presence of:



Authorised to sign on behalf of Chief Legal Officer

..... (S F WHITWORTH)  
authorised for and on behalf of the Chief Legal Officer

and this deed has been duly and properly executed in accordance with the constitution of The Norfolk County Council

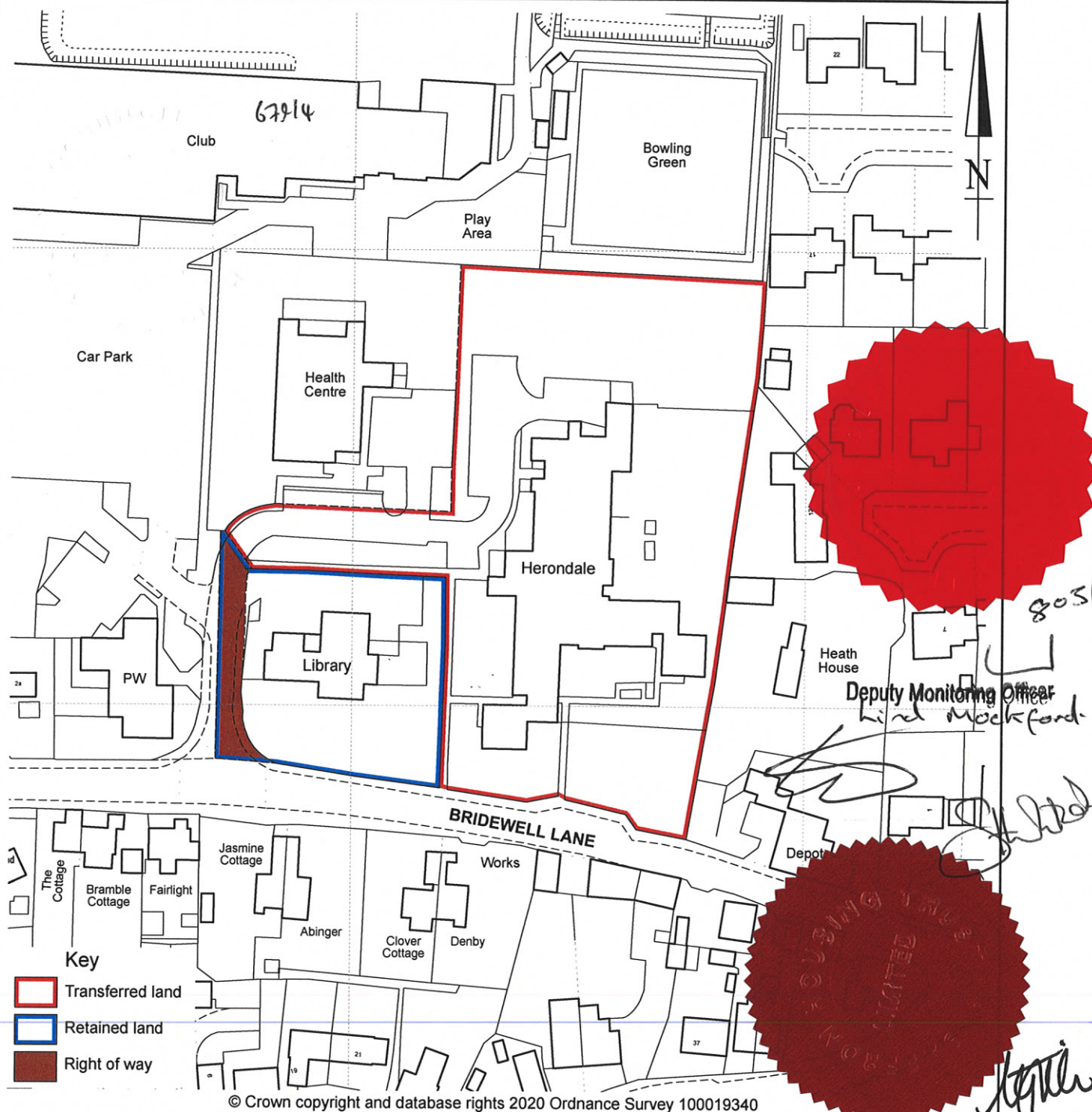


67914

## Appendix 1

### Plan





## ACLE - Bridewell Lane Herondale

NPS Property Consultants Ltd,  
Nautilus House, 10 Central Avenue,  
St Andrews Business Park,  
Norwich, NR7 0HR.

Scale 1:1250 at A4

Date JUNE 2020

Plan No. NCC-1364A

This map is taken from  
Ordnance Survey digital  
data.  
National grid reference:  
TG. 4025 1073

 nps group

Appendix 2  
Extract Grant and Nominations Agreement



## **Schedule 5 - Nomination Rights**

### **General**

1. Nominations shall be overseen by a Nominations & Allocations Panel which shall be constituted as set out in Schedule 7

1.1 The Nomination Rights described in this Schedule shall apply for the duration of the Nomination Rights Period in respect of the Funded Units, and each time a Funded Unit becomes vacant during the Nomination Rights Period

1.2 The Recipient is a registered provider of social housing

2. The Funded Units shall only be tenanted or otherwise occupied by tenants nominated or permitted in accordance with this Schedule 5. The Funder shall have the right to nominate 100% of the Tenants when a Funded Unit is available for first letting

3. Notices given for the purposes of this Schedule 5 shall be by email or other electronic means of communication agreed between the parties. Any notice shall be deemed received, and any applicable time period shall start running, on the start of the first working day after its sending.

4. The Recipient shall give notice to the Funder as soon as possible when a Funded Unit shall become Ready for Occupation.

5. Any potential tenant shall be nominated by the Funder to the Nominations & Allocations Panel. The Nominations & Allocations Panel shall apply the Tenant Eligibility Criteria as the basis for decision making. Tenants should normally meet the Tenant Eligibility Criteria; however, the Nominations & Allocations Panel have the discretion to waive this requirement.

6. Once a potential tenant has been agreed by the Nominations & Allocations Panel, the Funder shall give notice to the Recipient, who shall offer the potential tenant ("the Approved Tenant") an Agreed Form Tenancy within 7 days.

7. If the Approved Tenant does not accept the Agreed Form Tenancy within a further period of 14 days, then the Recipient shall notify the Funder, who will refer the vacancy to the Nominations & Allocations Panel to put forward an alternative tenant.

8. If the Funded Unit remains unoccupied 4 weeks (or in the case of first occupancy 12 weeks) from the date the Funded Unit became Ready for Occupation (or the date the Recipient first notified the Funder of this if later), then

- (a) unless and for as long as the Funder has given notice that a Funded Void Period is to apply; and
- (b) provided the Recipient has complied with the timescales in this Schedule 5; then

the Recipient may fill the Funded Unit with a tenant from its own list. In such cases, the Funded Unit shall become subject to the nominations process in this Schedule 5 again, when it next becomes vacant.

9. The Funder may give notice that it wishes to have a Funded Void Period in respect of a particular vacancy or it may issue a general notice that it wishes Funded Void Periods to apply to any vacancy until further notice. A Funded Void Period will be for a maximum of eight week, unless the Funder and the Recipient agree otherwise. The Funder may give 14 days notice at any time to end any Funded Void Period prior to the end of the eight week period.

10. For the duration of any Funded Void Period the Funder will be responsible for paying to the Recipient the Agreed Substitute Rent.

11. The Funder may continue to nominate potential tenant(s) to the Recipient during any Funded Void Period and during any other period where a vacancy continues until such time as the Recipient has granted a tenancy to another tenant.

12. The Recipient will give the Funder not less than nine months' notice of the date when it anticipates that each Funded Unit will first become Ready for Occupation. The Funder will use reasonable endeavours in collaboration with the Nominations & Allocations Panel to identify potential first tenants for all Funded Units as soon as possible with the intention that all Funded Units will be occupied as soon as possible after each become Ready for Occupation.



## **Schedule 6 Tenant Eligibility Criteria**

At the commencement of the tenancy residents of Funded Units must meet the following criteria (or if there are two residents of a Funded Unit, at least one of them must meet the criteria):

### **General eligibility**

- Aged over 55 years
- In receipt of (or has been recently recognised as requiring) over not less than four hours of care per week.
- The scheme will prioritise ensuring a mix of care needs on site, , as there is a requirement for a mix of banded care hours across the site:
- Average number of hours care required in extra care housing per person (11hours) based on care needs mix of 30% Low (4-8hrs per week) / 30% Med (9-12hrs per week) / 40% High (13+hrs per week)The final care mix is at the discretion of the panel, to ensure the scheme is filled in all parties best interests.

### **Priority will be given to applications from (listed in priority order)**

- Current residents of Broadland district
- Current residents of the neighbouring districts
- Current residents of Norfolk
- Applicants who have family connections in Broadland district
- Applicants who have family connections in Norfolk
- Other applicants

\*Exceptions to the eligibility criteria can be made at the discretion of the nominations panel, where all parties are in agreement.

## **Schedule 7 - Nominations Panel**

The nominations panel will meet monthly (fortnightly as a scheme is set up, where appropriate).

The purpose of the panel is to agree and approve applicants based on **Schedule 6 Tenant Eligibility Criteria**.

The panel will be made up of representation from:

- the Broadland District council
- the landlord/the Recipient
- the care provider (where landlord/Recipient and care provider are two different organisations)
- Norfolk County Council adult operations
- Norfolk County Council commissioning (optional, as appropriate)