

4. The First Owner has applied to the Local Planning Authority for planning permission for the Development on the Site (both as defined in Clause 1.1. hereof) and the Local Planning Authority is minded to grant approval of the Application subject to the First Owner, the Second Owner and the Third Owner first entering into this Agreement.

5. The Third Owner is the registered proprietor of that part of the Site registered at the Land Registry under title number DN563790 being the Third Owner's Land.

6. The Mortgagee has the benefit of a registered charge dated 18th May 2010 over the First Owner's Land.

7. The purpose of this Agreement is to secure the Planning Obligations (as defined in Clause 1.1 hereof) in favour of the Local Planning Authority and as set out in the Schedule.

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1. Definitions

1.1. In this Agreement the following words and expressions shall have the following meanings:

"the Act"	means the Town and Country Planning Act 1990;
"Affordable Housing"	means subsidised housing that is available to persons who cannot afford to buy or rent on the open market being Affordable Rented Housing Units disposed of in accordance with this Agreement and constructed to the standards required by the Homes and Communities Agency;

"Affordable Rent"	means a weekly rent (inclusive of any service charges) up to 80% of the local Open Market Rent at the time of each letting and which may be increased annually by no more than the Consumer Prices Index plus 1.0% annually;
"Affordable Rented Housing Unit(s)"	means the dwellings to be constructed as subsidised dwellings for rent as Affordable Housing and a reference to "Affordable Housing Unit" shall mean any one of them;
"Affordable Rent Tenancy"	means a tenancy subject to terms permitted by the Homes and Communities Agency;
"the Affordable Housing Unit(s)"	means the 9 Affordable Rented Housing Units and a reference to "Affordable Housing Unit" shall mean any one of them;
"Allocations Plan"	means the basis upon which the Affordable Housing Units will be rented and as set out in The Schedule;
"Approved Provider"	<p>means</p> <ul style="list-style-type: none"> a. a Registered Provider approved by the Council (and Aster Communities is so approved); or b. a provider of housing approved by the Council for the purpose of owning maintaining and managing Affordable Housing <p>In both cases such approval not to be unreasonably delayed or withheld;</p>

	remediation or trial pits or works of decontamination remediation;
"the Development"	means the development on the Site pursuant to the Planning Permission;
"Devon Home Choice"	a choice based letting scheme operating across the County of Devon where housing applicants for affordable housing are assessed in the same way using the rules set out in the 'Devon Home Choice Policy v3.5 Effective from 1 October 2013' policy document or such other subsequent policy that may replace Devon Home Choice in the future to ensure fairness and consistency;
"First Owner's Land"	means the land forming part of title number DN601442 and shown for the purposes of identification only shaded green on Plan 2;
"Homes and Communities Agency or HCA"	means the Homes and Communities Agency of Maple House 149 Tottenham Court Road London W1T 7BN established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function;
"Housing Need"	means as set out in Section 2 of the Allocations Plan;
"Local Connection"	means as set out in Section 3 of the Allocations Plan;
"Open Market Rent"	means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.3 of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards 6th Edition dated January 2008 as amended

3.6. No obligations undertakings or liabilities under this Agreement shall be enforceable against individual lessees (but not applying to the Approved Provider) of the individual Affordable Rented Housing Units comprised within the Development or their mortgagees or successors in title to the lessee or mortgagee or a Statutory Undertaker or other provider of electricity, drainage, gas, water, telecommunications, sewers or public transport.

3.7. This Agreement is conditional upon

3.7.1. the grant of Planning Permission; and

3.7.2. the Commencement of Development.

4. The Planning Obligations

The First Owner and the Developer hereby covenant with the Local Planning Authority for themselves and their successors in title:-

Notice of Commencement

4.1. Not to Commence the Development until a Notice of Commencement has been given to the Council

Affordable Housing

4.2. To provide the Affordable Housing Units on the First Owner's Land in accordance with Clauses 4.2 to 4.8 and in accordance with the specification layout siting design and external appearance approved by the Planning Permission (and any amendment thereto which the Council shall have first approved in writing) save that this obligation shall not be binding on any Chargee and any purchaser from a Chargee provided that the Chargee shall have first complied with the Chargee's Duty as set out at Clause 7 of this Agreement.

4.3. No person shall Occupy an Affordable Rented Housing Unit unless that person:

4.3.1. was a person in Housing Need and had a Local Connection at the time of his or her first Occupation of an Affordable Rented Housing Unit; or

4.3.2. is a member of a household of and living with a person who was in Housing Need and had a Local Connection at the time of his or her first Occupation of the Affordable Rented Housing Unit; and (in either case)

4.3.3. occupies that Affordable Rented Housing Unit as his or her sole main residence

but nothing in this clause shall require any person who satisfied the requirement in paragraph 4.3.2 above when they first Occupied the Affordable Rented Housing Unit to vacate the Affordable Rented Housing Unit if they cease to qualify under paragraph 4.3.2 by virtue of death, hospitalisation or breakdown of a relationship with a person who qualified under paragraph 4.3.1.

4.4. Prior to renting any Affordable Housing Unit to request from the Council in writing a list of suitable persons in Housing Need having a Local Connection to Appledore (such list to be compiled using Devon Home Choice data or such other subsequent policy document as may replace Devon Home Choice in the future).

4.5. To use its reasonable endeavours (and provide evidence of the same to the Council upon reasonable request) to rent the Affordable Housing Units in accordance with the Allocations Plan.

4.6. Initial Allocation

4.6.1. If after a period of 20 Working Days from the date the Affordable Rented Housing Unit became available to Occupy, no prospective occupier in Housing Need and with a Local Connection to the parish of Appledore wishes to Occupy the Affordable Rented Housing Unit, then those persons in Housing Need and with a Local Connection defined by 4.3(i) of the Allocations Plan may be considered.

4.6.2. If no prospective occupier in Housing Need and with a Local Connection to the parish of Appledore or as defined by 4.3i of the Allocations Plan wishes to Occupy the Affordable Rented Housing Unit, then those persons in

Housing Need and with a Local Connection defined by 4.3(ii) of the Allocations Plan may be considered.

4.6.3. If no prospective occupier in Housing Need and with a Local Connection to Appledore or as defined by 4.1(i) or 4.1(ii) of the Allocations Plan wishes to Occupy the Affordable Rented Housing Unit, then those persons in Housing Need with a Local Connection defined by 4.3(iii) of the Allocations Plan may be considered.

4.6.4. Should there still be no suitable prospective occupier then those persons in Housing Need and with a Local Connection defined by 4.3 (iv) of the Allocations Plan may be considered PROVIDED THAT the Affordable Rented Housing Unit shall have been continually marketed within Appledore and the areas defined by 4.3(i) – 4.3(iii) of the Allocations Plan as appropriate at a rent not exceeding the Affordable Rent.

4.6.5. If no prospective occupier in Housing Need and with a Local Connection wishes to Occupy the Affordable Rented Housing Unit, then all other Devon Home Choice applicants may be considered.

4.7. Subsequent Allocations

4.7.1. When a subsequent Affordable Rented Housing Unit becomes available to Occupy to continually market the Affordable Rented Housing Unit for a period of 5 Working Days to prospective occupiers in Housing Need with a Local Connection to the parish of Appledore. If at the end of the 5 Working Day period, no prospective occupier in Housing Need and with a Local Connection to the parish of Appledore wishes to Occupy the Affordable Rented Housing Unit, then those persons in Housing Need and with a Local Connection defined by 4.3(i) of the Allocations Plan may be considered.

- by maintaining good relations with the Parish Council, Local Authority and County Council (and any other potential partners)

The above objects are carried on for the benefit of the community. The Trust is the freehold owner of the properties listed in the schedule.

The Trust will grant a long term lease to the Registered Provider **Aster Communities** (a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 with number 31530R) of Sarsen Court, Horton Avenue, Cannings Hill, Devizes, Wiltshire, SN10 2AZ; hereinafter referred to as the "Landlord" on the properties specified in the Schedule.

This Allocations Plan has been prepared to ensure that the objects of the Trust are met. Every effort has been made to ensure the Allocation Plan is not in variance with other policies and agreements.

1 Section 106 Agreement (Town & Country Planning Act 1990)

This Allocation Plan sets out how the process by which the Trust and the Landlord will comply with the requirements of a Section 106 Agreement on the scheme in the Schedule i.e. to ensure that any homes developed remain affordable and are prioritised for people with a local connection.

2 The Level of Housing Need

To be eligible for the rented properties an applicant must be registered on Devon Home Choice.

3 The Strength of Local Connection

Priority will be given to eligible persons having the greatest level of housing need coupled with the strongest connection with Appledore.

To be eligible for the properties an applicant must have one or more of the following local connections (ranked in order of importance):

- 3.1 At least one adult in the household was resident continuously in Appledore for a minimum of 15 years immediately prior to the identification of need
- 3.2 At least one member of the household was resident in Appledore for 10 years within the previous 15 years immediately prior to the identification of need
- 3.3 At least one parent or guardian of at least one adult in the household was resident in Appledore for a minimum of 10 years prior to the determination of the planning application
- 3.4 At least one adult has been in continuous employment in Appledore over the 5 years immediately prior to the identification of need
- 3.5 ¹A key worker employed in Appledore for at least six months during the past year or at least three years during the past five years

¹ Key worker definition:

The applicant needs to be working in one of the following roles:

- a volunteer or employee of the Appledore Lifeboat
- clinical NHS staff (except for doctors and dentists)
- teachers and nursery nurses in schools and further education or sixth form colleges
- police officers, community support officers and some civilian staff
- prison officers and some other prison staff
- Probation Service staff
- planners working in a local authority
- firefighters and some other uniformed staff in Fire and Rescue Services
- Connexions personal advisors employed by a local authority or a Connexions partnership
- Armed Forces personnel and Ministry of Defence clinical staff, Ministry of Defence police officers and uniformed staff in the Fire and Defence Service
- qualified environmental health officers/practitioners who work in a local authority, government agency, the NHS or other public sector agencies
- Highways Agency staff in certain safety roles in the traffic officer service

3.6 At least one adult in the household was resident continuously in Appledore for a minimum of 5 years immediately prior to the identification of need.

4. Application of Criteria

4.1 The Landlord is responsible for lettings and sales. Residents will be tenants or leaseholders of the Landlord.

4.2 To be eligible for the homes, applicants must have both a local connection and a housing need from the criteria set out in 2 and 3 above.

4.3 If there are no applicants with a local connection defined in 3 above, then homes will be offered to those with a housing need and with a connection to the following:

- i. Firstly, Northam Parish
- ii. Secondly, the District of Torridge
- iii. Thirdly, the Districts of North Cornwall, North Devon, West Devon or Mid Devon.
- iv. All of Devon.

4.4 Where there are more eligible applicants than homes, the Landlord will take into account applicants' comparative local connections, housing needs and financial circumstances in prioritising the allocations.

4.5 Where two or more applicants have equal status in accordance to the criteria in 4.4, the deciding factor will be their length of time on Devon Home Choice.

4.6 As affordable rented homes are in short supply, a home with a spare bedroom would not be offered except in the following circumstances:

- where this would allow a household to downsize from a larger affordable home in Appledore.
- where a member of the family has a long term illness or disability and may need a carer to stay overnight on a regular basis

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- social workers, nursery nurses, educational psychologists and therapists (eg occupational therapists) employed by local authorities, the Children and Family Court Advisory Support Service or the NHS

Under occupancy on this basis will be considered at each stage in the cascade subject to an affordability assessment which will be undertaken by the Landlord.

5. Advertising of Vacancies

5.1 On the first lettings, the Landlord will hold an open meeting 4 months before the expected completion date of the properties to provide information and advice.

5.2 The Landlord will notify the Trust and the Local Planning Authority of all rental vacancies. If the property is rented it will be advertised on Devon Home Choice. In the event that Devon Home Choice is unable to provide this service, or the definitions of Bands 'A' – 'E' (see The Annex) should change, the Trust will ensure that future applicants who would formerly have been eligible for the properties by having a local connection and being in Band 'E' will have the opportunity to apply directly to the Local Planning Authority for consideration. The assessment of housing need will broadly reflect the needs criteria detailed in the attached Annex entitled 'Devon Home Choice Housing Need Bands' and for the avoidance of doubt, will include applicants living in private rented accommodation where the household income is insufficient to enable it to afford to or to sustain to rent or purchase a property suitable for its needs at a full open market value or price in Appledore at the date of the offer.

5.3 Advertisements will clearly state the priority given to local connection in the allocation of any property

5.4 When notified of vacancies the Trust will use local communications to ensure as many local people as possible know about the vacancies and how to apply.

6. The Offer Process

6.1 The Landlord will carry out a home visit to verify the information provided by the applicant. All applicants who are being considered for housing will be visited.

6.2 Prior to an offer being made – and with the consent of the applicants - the Landlord will provide the Local Planning Authority with applicants' names and stated local connections in order that the Trust can use the means at its disposal to verify the applicant's local connections including assessment of any evidence provided by the applicant.

6.3 No offer will be made until the Trust has completed the process in paragraph 6.2 subject to this being within the timescales agreed between the Landlord and the Trust.

7. Disputes Procedure

7.1 The Trust and the Landlord undertake to use their best endeavours to resolve any issues, complaints or disputes in respect of the operation of this Allocations Plan or any other matter pertaining to this Allocations Plan amicably, through discussion and co-operation.

7.2 The parties agree that any complaints or matter of dispute from an applicant or third party regarding the performance or non-performance of obligations under this Allocations Plan or any other matter pertaining to this Allocations Plan should usually be addressed or referred to the Landlord.