

**8. Legal Fees**

The Option Holder shall, prior to the execution hereof, pay the District Council's costs and the County Council's and the Sewerage Undertaker's costs in connection with the preparation and completion of this Agreement.

**9. Monitoring Fee**

9.1 The Option Holder covenants that, prior to the execution hereof, the Option Holder shall pay to the Council the sum of £440.00 (FOUR HUNDRED AND FORTY POUNDS) as a contribution towards the District Council's costs of monitoring the implementation of this Agreement.

9.2 The District Council covenants that in the event the Planning Permission lapses without having been implemented any sums paid pursuant to paragraph 9.1 of the Agreement other than the sum of £80.00 (EIGHTY POUNDS) is reimbursed to the Option Holder together with interest at the Bank of England Base Rate thereon.

## SCHEDULE 1

### AFFORDABLE HOUSING

In this Schedule the following definitions shall apply:

Adjoining Parishes	Means the parishes of Burrington, Chittlehamholt, King's Nympton, Romansleigh, Meshaw and East Worlington
Affordable Housing	Means housing provided for persons who cannot afford to buy or rent dwellings generally available on the open market and being: <ul style="list-style-type: none"><li>• for rent at a rent which does not exceed the Affordable Rent.</li></ul>
Affordable Housing Policy	Means the policy contained in Policy HSG8 (Affordable Housing in Rural Areas) of the North Devon Local Plan (Adopted 2006), the Affordable Housing Code of Practice Supplementary Planning Guidance and elsewhere to require affordable housing in rural areas where there is evidence of a community need for such housing and to control its future occupancy.
Affordable Housing Scheme	The details for the provision of Affordable Units on the Application Land as part of the Development which shall comprise: <ul style="list-style-type: none"><li>• 10 Affordable Dwellings to be let at an Affordable Rent and to be of a specification to be agreed with the Proper Officer.</li></ul>
Affordable Rent	Means a weekly rent which does not exceed target rental levels recommended for this area and this type of accommodation by Homes and Communities Agency or at such a level as may be agreed with the Proper Officer.
Affordable Units	Means those Dwellings which are identified as Affordable Housing in the Affordable Housing Scheme.

Choice Based lettings	Means the method agreed by the District Council for the allocation of homes to Designated Persons in the administrative district of North Devon.
Designated Person	Means a person in Housing Need who also has a Local Requirement.
Dwelling	Means a unit of residential accommodation to be constructed on the Application Land pursuant to the Planning Permission.
Homes and Communities Agency	Means the central government agency (formerly the Housing Corporation) which registers Housing Associations, provides funding and regulates their activities and shall include any successor in function howsoever named or any organisation which is performing a similar function.
Housing Need	Means the circumstances where a household is currently occupying accommodation that is sub-standard or unsuitable for its requirements and which has an income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market.
Local Requirement	<p>A Local Requirement shall be deemed to have been shown by someone demonstrating one or more of the following:</p> <ul style="list-style-type: none"> <li>• a minimum continuous period of residence of five years in the Parish (or one of the Adjoining Parishes or the District or the adjacent administrative district as the case may be) immediately prior to the Offer Date <b>or</b></li> <li>• employment in the Parish (or Adjoining Parishes or the District or the adjacent administrative district as the case may be) for a continuous period of at least five years; <b>or</b></li> <li>• current employment in the Parish (or Adjoining Parishes or the District or the adjacent</li> </ul>

	<p>administrative district as the case may be) in an agricultural related activity, the emergency services, as a professional healthcare or social worker or as a qualified primary or secondary school teacher; <b>or</b></p> <ul style="list-style-type: none"> <li>• strong established and continuous links with the Parish (or Adjoining Parishes or the District or the adjacent administrative district as the case may be) by reason of birth or family and in addition still having a parent or guardian living there despite the person demonstrating the Local Requirement having moved away from the Parish (or Adjoining Parishes or the District or the adjacent administrative district as the case may be).</li> </ul>
Nominee	Means a Designated Person who is nominated by the District Council as a prospective tenant of an Affordable Unit.
Offer Date	Means the date on which the Owner offers to grant a tenancy of an Affordable Unit to a tenant or purchaser.
Open Market	Means an open market for the sale of real property wherein such sales are not subject to any of the restrictions which have been agreed and are set down in the terms of this agreement.
Parish	Means the parish of Chulmleigh.
Proper Officer	Means the District Council's officer who may be nominated from time to time by the District Council to perform the functions under this Schedule of this agreement.
The Provider	Means the person who provides the Affordable Units as Affordable Housing to the residential occupiers.

Rented Unit	Means an Affordable Unit which is to be provided for rent at an Affordable Rent.
RHP	Stands for Registered Housing Provider and means any social housing landlord registered under section 1 of the Housing Act 1996 with the Homes and Communities Agency (as defined in section 56 of the Housing Act 1996) or any organisation which is performing a similar function and whose acting in such a capacity has been agreed in writing between the Owner and the District Council.

1. The Owner shall provide the Affordable Units to the reasonable satisfaction of the Proper Officer in accordance with the Affordable Housing Scheme.
2. The Owner shall not Commence Development until it has agreed with the District Council the mechanism for the provision of the Affordable Housing Scheme.
3. The Owner shall ensure that the Affordable Housing Scheme is provided by a RHP.
4. The Owner shall not charge a rent for any of the Rented Units which exceeds the Affordable Rent.
- 5. Initial and Subsequent Disposal and/or Allocation of Affordable Units**
- 5.1. Subject to paragraph 5.5 of this Schedule no person shall occupy the Affordable Units unless they shall have been nominated in accordance with Schedule 2.
- 5.2. No person shall let an Affordable Unit for a rent which exceeds an Affordable Rent.
- 5.3. Save as provided in this paragraph and paragraphs 5.6 and 5.7 no person shall occupy an Affordable Unit unless that person:-
- 5.4. occupies an Affordable Unit as their sole or main residence; and
- 5.4.1. has provided their details to the District Council by completing a housing registration form and has submitted the same to the District Council's designated housing officer; and
- 5.4.2. was a Designated Person at the time of their first occupation of the Affordable Unit; or

5.4.3. is a member of the household of and living with a person who was a Designated Person at the time of their first occupation of the Affordable Unit  
but nothing in this paragraph shall require any person who satisfied such a requirement as is set down in 5.4.3. when they first occupied an Affordable Unit to vacate the dwelling if they cease to qualify under Paragraph 5.4.3 of this Schedule by virtue of the death, hospitalisation or breakdown of a relationship with the person who qualified under Paragraph 5.4.1 and Paragraph 5.4.2 as set out above.

5.5. The Affordable Units may also be occupied in accordance with any nomination and management agreement in effect between the District Council and the RHP.

5.6. If no prospective occupier meeting the Local Requirement for the Parish wishes to occupy the Affordable Unit after the expiry of a period of one month in the case of an Affordable Dwelling for rent from the date that the Affordable Unit becomes available for letting then the District Council may permit an applicant in Housing Need having a Local Requirement in connection with any one of the Adjoining Parishes to occupy the Affordable Unit.

5.7. If no prospective occupier meeting the Local Requirement in connection with the Adjoining Parishes qualifying under paragraph 5.6 of this Schedule wishes to occupy the Affordable Unit after the expiry of a period of one month in the case of an Affordable Dwelling for rent from the date that the Affordable Unit becomes available for letting then the District Council may permit an applicant in Housing Need and having a Local Requirement in connection with any parish within the District of North Devon or the adjacent administrative district to occupy the Affordable Unit.

## **6. Mortgagee Provisions**

In relation to any interest in any Affordable Unit which is owned by an RHP the provisions of this Agreement shall not be binding upon the mortgagee of an Affordable Unit or upon a receiver appointed by such a mortgagee or upon any successor in title to such mortgagee.

## SCHEDULE 2

### ALLOCATION OF AFFORDABLE UNITS

1. The District Council and the Provider agree that once Choice Based Lettings is in operation all nominations of Designated Persons shall be made in accordance with Choice Based Lettings for the duration of its existence, in accordance with Communities and Local Government Guidance; Allocation of Accommodation: Choice Based Lettings, August 2008, and all subsequent guidance, and any subsequent replacement scheme that may be introduced and agreed to by the District Council and the Provider.
2. Prior to Choice Based Lettings operating or in the event that Choice Based Lettings and all subsequent replacement schemes cease to operate, The District Council shall be responsible for nominating Designated Persons in accordance with the provisions set out below.
3. The Provider shall give to the District Council (and where applicable any other approved body):
  - 3.1. Not less than six weeks' notice in writing in advance of the completion of construction of the Affordable Units; and
  - 3.2. Not less than four weeks' notice in writing in advance of the availability for occupation upon vacation of any Rented Unit; and
4. The District Council shall within twenty working days of service of notice pursuant to paragraph 3.1 above or as the case may be within seven days of service of notice pursuant to paragraph 3.2 above nominate to the Provider a Designated Person to occupy any of the Affordable Units in respect of which the District Council has received notice.
5. The Provider shall within five working days have the reasonable right of interview, enquiry and (on reasonable grounds) ultimate rejection of any Nominee so nominated by the District Council subject to which the Provider shall within that period of five working days offer to grant a tenancy of an Affordable Unit to the Nominee.
6. It in relation to any individual vacancy:-
  - 6.1. the District Council fails to make any nomination in accordance with paragraph 4; or