

(1) *[Insert cross-reference to parties page]**[Owner]*

-and-

(2) *[Insert cross-reference to parties page]**[Mortgagee]*

-and-

(3) Sevenoaks District Council

DEED OF PLANNING OBLIGATION by AGREEMENT
pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to development at
[full site address]
Planning Application Reference: *[insert cross-reference where appropriate]*

Head of Legal and Democratic Services
Sevenoaks District Council
Council Offices
Argyle Road
Sevenoaks
Kent
TN13 1HG

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Term	Description
Act	the Town and Country Planning Act 1990 (as amended)
Access	The roads, footpaths, cycleways (which include cycle routes, cycle paths and cycle tracks) together with all rights and easements over such roads, footpaths and cycleways as are necessary to enable the construction and occupation of Residential Properties within the Development
Affordable Housing	Affordable housing as defined in the National Planning Policy Framework or any revision or extension or modification thereto provided for Eligible Persons and as further detailed in the Core Strategy but shall not include First Homes or Discounted Market Housing unless otherwise stated.
Affordable Housing Land	The land comprising part or parts of the Land upon which the Affordable Housing Properties are to be constructed (together with their curtilages and parking provision) and used for Affordable Housing
Affordable Housing Mix	The tenure mix, dwelling type and size of Affordable Housing Properties, First Homes and Discounted Market Housing to be provided, as approved by the Council, in accordance with Appendix 3
Affordable Housing Plan	A Plan showing the location of the Affordable Housing Properties, First Homes and Discounted Market Housing, including their Car Parking Spaces, in accordance with the Affordable Housing Mix, as approved by the Council, with said Plan attached at Appendix 4 to this Agreement unless otherwise replaced or amended between the parties in writing
Affordable Housing Price	<p>The sum payable to the Owner by the Registered Provider on the transfer of a legal estate or such agreed time thereafter, shall be calculated as follows:</p> <p>(a) the price of the Affordable Housing Land together with the Affordable Housing Properties constructed thereon shall be an amount calculated to enable the Registered Provider to (i) acquire the Affordable Housing Properties without the need for any public subsidy and (ii) where Affordable Housing is provided as Social Rented Housing and Affordable Rented Housing, to provide these homes within those rent levels prescribed for these tenures within this Agreement</p> <p>(b) the Owner having at its own cost:</p> <p>a. remediated the Affordable Housing Land in accordance with all necessary consents and statutory requirements; and</p>

Term	Description
	<p>b. cleared and levelled the Affordable Housing Land; and</p> <p>provided the Affordable Housing Land with all necessary service media including conduits and other conducting media for gas, telecommunications, water, foul and surface water drainage, highways and electricity, to the render the said Land for use (once developed) for residential purposes and without requiring plant or equipment to provide services</p>
Affordable Housing Properties	<p>The [<i>Insert number of units</i>] Residential Properties to be constructed under the Planning Permission and used for Affordable Housing in perpetuity together with rights and easements over the Development to provide access to the Residential Property and such entrance way corridors parking areas and other ancillary areas as are necessary for the enjoyment of such a Residential Property including car parking and Affordable Housing Property will be construed accordingly</p>
Affordable Housing Scheme	<p>means a scheme setting out the Affordable Housing Mix and including the Affordable Housing Plan</p>
Affordable Housing SPD 2011	<p>A Supplementary Planning document in respect of Affordable Housing issued in conjunction with the Core Strategy</p>
Affordable Private Rent Housing	<p>The form of affordable housing provided on Build to Rent schemes. The affordable housing remains in the single ownership of the Build to Rent provider. The housing is provided on an Assured Shorthold Tenancy. Rents are capped at 80% of the Open Market Rent including any service charges.</p>
Affordable Rented Housing	<p>Affordable Housing provided by the Registered Provider that is subject to rent controls whereby the said rent shall not exceed the Local Housing Allowance (including Services Charges and any fees where applicable) unless otherwise agreed by the Council and which is let to Eligible Persons in accordance with the Nominations Agreement</p>
Assured Tenancy	<p>As defined by the Housing Act 1988</p>
Assured Shorthold Tenancy	<p>As defined by the Housing Act 1988.</p>
Broad Rental Market Area	<p>The geographical area used to determine the Local Housing Allowance</p>
Build to Rent	<p>A form of housing comprising self-contained, private rented homes, held in single ownership and provided solely for the rental market.</p>

Term	Description
Car Parking Spaces	means the [<i>insert number</i>] spaces for vehicle parking to be provided on the Land as part of the Development [<i>and shown marked [insert details] on the Affordable Housing Plan</i>]
Clean Condition	Free from any contamination which would otherwise prejudice the use of the Affordable Housing Land for the provision of Affordable Housing
Close Family	Typically, but not exclusively, meaning parent, sibling or child, as set out in the Sevenoaks District Housing Register Allocations Policy or its successor.
Challenge	The Planning Permission being the subject of any judicial review proceedings or other legal challenge including, but not limited to, an application for permission to apply for judicial review
Commencement of Development	<p>The date on which a material operation (as defined in section 56(4) of the Act) comprises in the Development begins to be carried out OTHER THAN (for the purpose of this Agreement only and for no other purpose):</p> <ul style="list-style-type: none"> (a) Site clearance; (b) Demolition; (c) Site level re-modelling; (d) Archaeological investigations or excavation works; (e) Site preparation including, but not limited to, preparatory engineering works designed to lay foundations for the Development; (f) Investigations for the purpose of assessing ground conditions, including (but not limited to) exploratory boreholes, site or soil investigations; (g) Remediation works (h) Diversion, laying, construction, enlargement, repair, maintenance or cleansing of services to serve the Land; (i) Erection of fences or hoarding or other temporary means of enclosure; (j) Temporary display of site notices or advertisements; (k) Construction of temporary access and service roads; (l) Pegging out of roads or paths; or

Term	Description
	(m) Security works; And Commence and Commencement shall be interpreted accordingly
Commuted Sum	A sum calculated in accordance with the methodology laid down in the Affordable Housing SPD
Core Strategy	The Core Strategy Development Plan Document adopted by the Council on 22 February 2011 and shall include any adopted document which replaces it in part or in full, and shall include any further guidance provided through any Supplementary Planning Documents
Development	The development of the Land permitted by the Planning Permission comprising [<i>insert description of proposal on the planning application</i>]
Development Standard	<p>A standard to fully comply with the following applying at the time of [<i>the reserved matters approval/this Agreement</i>] :-</p> <ul style="list-style-type: none"> (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (b) all national design and construction standards which may be published by the Department for Levelling Up Housing and Communities (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings) and (e) local requirements as set out in adopted Core Strategy and any successor document <p>and the same may be amended by written agreement of the Parties</p>
Discounted Housing Market	A form of Intermediate Housing. Housing sold at a discount of at least 30% below Open Market Value and sold to Eligible Persons or a Registered Provider. Provisions are in place to ensure housing remains at a discount for future Eligible Persons as set out in Schedule 5
District	The administrative area of Sevenoaks District Council
Eligibility Criteria	The adopted criteria applying to Registered Providers who seek to deliver Affordable Housing Properties in the District

Term	Description
Eligible Persons	<p>Persons who are unable to afford suitable housing accommodation on the open market (whether renting or purchasing) within the District and who:</p> <ul style="list-style-type: none"> (a) Are on those registers retained or referred to by the Council from time to time in the discharge of its housing functions; or (b) Otherwise certified by the Council (at all times acting without delay and reasonably consistently with the discharge of its housing functions) as being eligible to reside in the Affordable Housing Properties; or (c) For First Homes only, those applicants who meet the eligibility criteria set out in Schedule 4; or (d) For Discounted Market Housing only, those applicants who meet the eligibility criteria set out in Schedule 5
First Homes	<p>A form of Intermediate Housing comprising housing sold to Eligible Persons at a discount of at least 30% below local Open Market Value, said price after discount at initial sale shall not exceed £250,000. Provisions are in place to ensure the homes remain at a discount for future Eligible Persons as set out in Schedule 4.</p>
Homes England	<p>The Homes and Communities Agency (HCA) (which trades as Homes England) being a body corporate created by Section 1 of the Housing and Regeneration Act 2008</p>
Intermediate Housing	<p>A form of Affordable Housing, which is not Affordable Rented Housing or Social Rented Housing, available for sale and/or rent at a cost below Open Market Value or Open Market Rents, as set out in the NPPF and the Core Strategy, including Discounted Market Housing, First Homes, Intermediate Rented Housing, Rent to Buy and Shared Ownership Housing. In the case of Discounted Market Housing, First Homes and Shared Ownership Housing, such homes are allocated to Eligible Persons in accordance with the Sevenoaks District Intermediate Housing Policy.</p>
Intermediate Rented Housing	<p>A form of Intermediate Housing. Housing let to Eligible Persons at a rent of no more than 80% of the Open Market Rents, inclusive of Service Charges and any fees, on an Assured Shorthold Tenancy</p>
Kent Homechoice	<p>The choice based lettings system operated throughout Kent on behalf of the subscribing local authorities, including the Council, and Registered Providers, in the allocation of Social Rented Housing and Affordable Rented Housing.</p>

Term	Description
Land	The land shown edged red on the Plan and known as “[<i>insert description of land from the title deeds</i>]” also known as “[<i>insert description of land on the planning application if different to that on the title deeds</i>]”
Local Housing Allowance	The allowance paid to housing benefit claimants and is set by the Valuation Office Agency and takes into account the size and make up of a claimant's household and the Broad Rental Market Area that the Residential Property falls in (such allowances are published on the central government website (or any substitute or replacement thereof)
Major Site	A site comprising ten (10) or more Residential Properties which is not Rural Exceptions Housing nor where 100% of Residential Properties are being delivered as Affordable Housing Properties
Management Scheme	Any site specific scheme required for the provision or maintenance of facilities on the Land as a condition of the Planning Permission
Mortgagee	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 Housing Properties
National Planning Policy Framework (NPPF)	The document that sets out national planning policies from Government for England and how they are to be applied during the planning process, as published in July 2021 and any successors.
National Rent Regime	The regime under which the social rents of tenants of social housing are set, with particular reference to the Welfare Reform and Work Act 2016, its various subordinate legislation, and the Policy statement on rents for social housing (February 2019)
Neighbouring Parishes	The civil parishes within the Sevenoaks District of [<i>insert neighbouring parishes to the Development</i>]
Nominations Agreement	The nominations agreement to be entered into by the Registered Provider pursuant to paragraph 5 of Schedule 2 hereto substantially in the form of the draft attached at Appendix 1 and applying to Social Rented Housing and Affordable Rented Housing

Term	Description
Occupation	<p>The earliest date when any part of the Development is occupied for the purposes permitted by the Planning Permission OTHER THAN (for the purposes of this Agreement only and for no other purpose) occupation by personnel engaged in:</p> <ul style="list-style-type: none"> (a) Demolition; (b) Construction; (c) Decoration and/or fit out; (d) Marketing; (e) Display; or (f) Security <p>And Occupied and Occupy shall be construed accordingly</p>
Offer of Transfer Notice	<p>A written notification in respect of the transfer status of the Affordable Housing Land and the Affordable Housing Properties to a Registered Provider</p>
Open Market Properties	<p>The Residential Properties to be constructed on the Land for private sale which are not Affordable Housing Properties and Open Market Property shall be construed accordingly</p>
Open Market Rent	<p>The rent as determined by an independent professionally qualified valuer (whose fees shall be paid by the Owner) whose identity shall be first approved in writing with the Council such approval not to be unreasonably withheld or delayed such valuation to be current at the date of Occupation of the Residential Properties</p>
Open Market Value	<p>The best price at which the sale of interest in property would have been completed unconditionally for cash consideration on the date of valuation assuming:</p> <ul style="list-style-type: none"> (a) A willing buyer and a willing seller; (b) That, before the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale; (c) That the state of the market level of values and other circumstances were, on any earlier assumed dated or

Term	Description
	<p>exchange of contracts, the same as on the date of valuation;</p> <p>(d) That the seller will provide the buyer with vacant possession upon the completion of the transaction;</p> <p>(e) That both parties to the transaction had acted knowledgeably, prudently and without compulsion; and</p> <p>(f) That no account is taken of any additional bid by a prospective purchaser with a special interest</p>
Parish	The civil parish of <i>[insert relevant parish]</i>
Part M4(3)(b)	Part M4(3)(b) Category 2: Wheelchair user dwellings of Schedule 1 to the Building Regulations 2010 as supported by "Approved Document M: Access to and use of buildings, volume 1: Dwellings" as such approved document may be amended updated or replaced from time to time or such other equivalent standard as approved by the Council
Parties	The Owner, <i>[the Mortgagee]</i> and the Council and their successors in title or function (as appropriate) and Party shall be construed accordingly
Plan	The plan of the Land (drawing no. <i>[insert drawing number]</i>) attached at Appendix 2
Planning Application	The application for planning permission for the Development submitted to the Council and given reference <i>[insert planning reference eg 12/34567]</i>
Planning Permission	The planning permission granted by the Council pursuant to the Planning Application in the draft form attached hereto at Appendix 1 (or by the Secretary of State following the exercise of his call-in powers or on appeal) unless otherwise agreed in writing between the Parties
Practical Completion	The issue of a certificate of practical completion of the Development by an architect, engineer, project manager or other suitably qualified professional and Practically Complete shall be construed accordingly
Protected Tenant	<p>any tenant who:</p> <p>(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Property</p>

Term	Description
	<p>(b) has exercised any statutory right to buy (or any equivalent contractual right) pursuant to the Housing Act 1980 in respect of a particular Affordable Housing Property</p> <p>(c) except in the case of Rural Exceptions Housing, has been granted a voluntary right to buy by the Registered Provider in respect of a particular Affordable Housing Property</p> <p>(d) except in the case of Rural Exceptions Housing, has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Property is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of a particular Affordable Housing Property and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Property.</p>
Registered Provider	<p>Any of the bodies which are:</p> <p>a. from time to time included in the Council's list of Registered Providers with which the Council has a partnership agreement or</p> <p>b. any other body registered by the Regulator of Social Housing who demonstrate they meet the Eligibility Criteria to the satisfaction of the Council.</p>
Regulator of Social Housing	<p>The body responsible for regulating Registered Providers, as set out in the Housing and Regeneration Act 2008.</p>
Rent to Buy	<p>A form of Intermediate Housing, new homes to rent by Eligible Persons for a specified rental period (minimum of 5 years) which may be renewed, with the option for the sitting tenant to buy the property (or a share of it) at the end of the rental period. During the rental period the rent is set at up to 80% of the Open Market Rent, inclusive of any service charges and fees.</p>
Residential Properties	<p>The [<i>insert number</i>] properties (including flats and maisonettes) to be constructed pursuant to the Planning Permission which includes the Open Market Properties, the Affordable Housing Properties, First Homes and Discounted Market Housing and Residential Property shall be construed accordingly</p>
Rural Exceptions Housing	<p>A development of Affordable Housing provided in response to an independently assessed evidenced need. The homes are</p>

Term	Description
	provided for local people in perpetuity in locations where planning constraints (e.g. Green Belt) mean development would not normally be permitted. Also known as Local Needs Housing.
Secretary of State	The Secretary of State for Levelling Up, Housing and Communities (or any successor in function)
Self-Build Housing	Housing where an individual builds their own home or contracts a builder to create a 'custom built' home for them, as set out in the Self-build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016)
Services	Electricity, telephone, gas, water, foul drainage, surface water drainage, cable television, telecommunications and other services running through the Service Installations
Service Charge	<p>A charge payable under the lease which is no more than a fair and reasonable proportion of the following costs:</p> <ul style="list-style-type: none"> (a) repair, maintenance and decoration of the structure, the exterior or the internal common parts of the building in which the Affordable Housing Properties are situate (including any equipment within the communal parts such as fire and safety equipment) (b) insurance of the building in which the Affordable Housing Properties are situate (c) the reasonable maintenance of any garden, roads, accessways, footpaths, car parks, bins, stores, fences, gates and other boundary structures serving the relevant Affordable Housing Properties in common with other properties in the vicinity of the relevant Affordable Housing Properties (d) any other services to be provided by the land of the building in which the Affordable Housing Properties are situate and which have been agreed in writing by the Registered Provider prior to the grant of the lease <p>but shall exclude any charge payable towards costs incurred under a Management Scheme</p>
Service Installations	Sewers, ducts, culverts, channels, outlets, mains, wires, cables, ducts, flues, soakaways and other conducting media for the supply of Services, substations, regulator valves and all other infrastructure whatsoever for Services all of which will be laid by the Owner in or over or under the Land

Term	Description
Sevenoaks District Housing Register Allocation Policy	The policy applying to the allocation of Affordable Rented Housing and Social Rented Housing within the District which is published on the Council's website (www.sevenoaks.gov.uk)
Sevenoaks District Intermediate Housing Policy	The protocol applying to the allocation of the Intermediate Housing tenures of Discounted Market Housing, First Homes and Shared Ownership Housing within the District, which is published on the Council's website (www.sevenoaks.gov.uk)
Sevenoaks First Homes Policy	The policy applying to the provision and sale of First Homes within the District and which is incorporated within the Sevenoaks District Intermediate Housing Policy
Shared Ownership Housing	A form of Intermediate Housing which permits an Eligible Person to purchase a share of the Affordable Housing Property where the share is leased or sold on payment of a premium calculated by reference to the value of the Affordable Housing Property and the initial share purchased shall not exceed 75% of the Open Market Value with rent being paid on the remaining share which is held by the Registered Provider such rent to be no more than the Regulator of Social Housing recommended rent levels together with any Service Charge
Small/Medium Site	A Major Site where Core Strategy policy triggers the provision of fewer than ten (10) Affordable Housing Properties (or such other figure as may be agreed by the Council at its complete discretion) and for the avoidance of doubt this does not include Major Sites where the quantum of Affordable Housing Properties is reduced to fewer than ten (10) on the basis of an approved viability assessment
Social Rented Housing	Affordable Housing which is available to rent from a Registered Provider on an Assured Tenancy at a cost to the tenant of no more than the Regulator of Social Housing's target rent as determined by the National Rent Regime and which is let to Eligible Persons in accordance with the Nominations Agreement
Supplementary Planning Documents	Has the same meaning as in Regulation 2 of the Town and Country Planning (Local Planning) (England) Regulations 2012/767
Staircasing	The acquisition by a lessee of Intermediate Housing of additional equity in that property and Staircase shall be construed accordingly
Undertaker	Any provider of gas, electricity, energy, water, sewage, heating, cooling or telecommunications services occupying the premises within the Land for the purposes of supplying any one

Term	Description
	or more of those services to any member of the public or any occupier of premises within the Land
Working Day	A day other than a Saturday or Sunday or public holiday in England

1.2. Interpretation

Save as expressly provided otherwise by this Agreement, the following principles of interpretation shall apply to this Agreement:

- 1.2.1. Words importing the masculine gender include the feminine and vice versa.
- 1.2.2. Words importing the singular include the plural and vice versa
- 1.2.3. Words importing persons include firms, companies, corporations, other corporate bodies and legal entities, and vice versa
- 1.2.4. Any reference to a clause, Schedule, paragraph or plan is to one in or attached to this Agreement
- 1.2.5. Any reference to a colour or letter is to the colour or letter on the plans attached to this Agreement
- 1.2.6. In the absence of contrary provision in this Agreement, any reference to a statute includes any statutory modification, amendment, extension, re-enactment or replacement of it and every statutory instrument, regulation, order, direction or specification made or issued under such statute or deriving validity from it
- 1.2.7. Any reference to the **Owner** includes any successors in title to the Owner.
- 1.2.8. Any reference to the **Council** includes any successor in function to the Council.
- 1.2.9. Agreed or approved means agreed or approved in writing and given for the purposes of this Agreement
- 1.2.10. Any covenants and obligations given by the Owner will attach to the Land and each and every part of it and will bind the Owner's successors in title and assignees or any persons claiming by, under or through them.
- 1.2.11. The word **including** shall be construed without prejudice to the generality of the words preceding it.
- 1.2.12. The Interpretation Act 1978 will apply to this Agreement.

2. STATUTORY PROVISIONS

2.1. Statutory Powers

2.1.1. This Agreement is entered into pursuant to Section 106 of the Act (as amended), Section 111 of the Local Government Act 1972 (as amended), Section 1 of the Localism Act 2011 (as amended) and all other powers so enabling.

2.2. **Enforceability of Planning Obligations**

2.2.1. The planning obligations created by this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council against the Land and the Owner as further set out in the Schedules

3. **SUCCESSORS IN TITLE**

3.1. **Extent of the Land Bound by the Agreement**

3.1.1. The provisions of the Schedules to this Agreement bind the whole of the Land and each and every part of the Land into whosoever's hands the same may come unless otherwise specified in this Agreement.

3.1.2. Save where expressly provided otherwise in this Agreement, nothing in this Agreement shall require the Owner to perform any obligation whatsoever in upon or under land outside the ownership of the Owner.

3.2. **Parties Bound by the Agreement**

3.2.1. Subject to the Schedules attached to this Agreement the covenants and planning obligations set out in this Agreement shall be enforceable not only against the Owner but also against its/their successors in title and any person company or organisation who shall have an interest or estate in the relevant part of the Land and who shall derive title through or under the Owner and against any party carrying out any part of the Development as Owner or as successor to the interest of the Owner.

3.2.2. The Owner warrants that no person other than the Owner **[and the Mortgagee]** has any legal or equitable interest in the Site

3.3. **Release**

3.3.1. No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to the rights of the Council in relation to any subsisting antecedent breach of those obligations or other provisions arising prior to parting with such interest.

4. **CONDITIONALITY**

4.1. **Immediate Effect**

4.1.1. Subject to clause 4.2, all clauses and Schedules will take effect upon the completion of this Agreement

4.2. **Deferred Effect**

- 4.2.1. Clause 5, Schedule 2, Schedule 3 (with the exception of paragraph 1) and Schedule 4 are conditional upon the grant of the Planning Permission

5. **OWNER'S COVENANTS**

5.1. **Compliance with Planning Obligations**

The Owner will:

- 5.1.1. Not use the Land otherwise than in accordance with the provisions, restrictions and requirements specified in this Agreement;
- 5.1.2. Fully comply with and perform the planning obligations as specified in this Agreement in accordance with the requirements and timescales contained therein; and

5.2. **Payment of the Council's Costs**

- 5.2.1. On completion of this Agreement the Owner will pay to the Council £[insert sum] in respect of the Council's reasonable legal costs incurred in the negotiation, preparation and completion of this Agreement
- 5.2.2. On completion of this Agreement the Owner will pay to the Council £[insert sum] as a contribution towards the Council's costs of monitoring the implementation of this deed.

5.3. **Service of Notices on the Council**

- 5.3.1. The Owner will notify the Council in writing of the date of Commencement of Development no later than 10 (ten) Working Days after Commencement of Development
- 5.3.2. The Owner will notify the Council in writing of the date of the Occupation of the final Residential Property to be Occupied on the Land no later than 10 (ten) Working Days after such Occupation

5.4. **Information to the Council**

- 5.4.1. The Owner will supply to the Council (within 21 days of the Council's written request to do so) such information as the Council within its reasonable discretion considers that it requires in order to determine whether the terms and conditions of this Agreement are being observed

6. **COUNCIL COVENANTS**

The Council will fully comply with and perform the obligations as specified in Schedule 3.

7. **GENERAL PROVISIONS**

7.1. Consents

- 7.1.1. The Parties agree that any consent required from any Party under this Deed shall not be unreasonably withheld or delayed.

7.2. Planning Obligations Bind the Land

- 7.2.1. This Agreement will run with the Land and, subject to the exceptions set out the Schedules hereto, will bind the Owner and its successors in title and assigns including any persons who purchase howsoever (including by way of a lease).

7.3. Cessation of Liability

- 7.3.1. No person shall be liable for any breach of the covenants or undertakings contained in this Agreement which occurs after the relevant person has parted with his interest in the Land or the part in respect of which such breach occurs but without prejudice to the rights of the Council in relation to any antecedent breach of those covenants or undertakings

7.4. Termination

This Agreement will cease to have effect and will be extinguished automatically if:

- 7.4.1. The Planning Permission expires before the Commencement of Development;
- 7.4.2. The Planning Permission is revoked, withdrawn or modified by any statutory procedure without the consent of the Owner; or
- 7.4.3. The Planning Permission is quashed following the final determination of a Challenge

7.5. Third Party Rights

- 7.5.1. None of the provisions of this Agreement are intended to operate so as to confer a benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement.

7.6. Local Land Charge

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

7.7. Waiver

- 7.7.1. No waiver (whether express or implied) by the Council of any breach of default in performing or observing any of the obligations, covenants or provisions of this Agreement will constitute a continuing waiver and no such waiver will prevent the Council from enforcing any of the said obligations, covenants or provisions of this Agreement or from acting upon any subsequent breach or default

7.8. No Fettering of the Council's Discretion

7.8.1. Nothing contained or implied in this Agreement will fetter or prejudice or otherwise affect the rights, powers, duties and obligations of the Council in its exercise of its functions either as a local planning authority or in any other capacity and that all rights, powers, duties and obligations under any public and private statutes, bylaws and regulations may be as fully and effectively exercised as if the Council was not a party to this Agreement

7.9. No Restriction on Further Development

7.9.1. Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or reference to him before or after the date of this Agreement

8. NOTICES

8.1. Address for Service

8.1.1. All notices, requests, demands or other written communication to or upon the Parties will be deemed to have been properly given or made if despatched (in addition to any other effective mode of service) by registered post or recorded delivery post and addressed to the address given at the top of this Agreement or such other address as the Owner[, Mortgagee] or the Council may notify the other in writing from time to time.

8.2. Deemed Service

8.2.1. Any notice or written communication to be served by one party upon the other party pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered in accordance with clause 8.1

9. JURISDICTION

9.1. Governing law

9.1.1. The construction, validity and performance of this Agreement will be governed by the laws of England and Wales

9.2. Exclusive Jurisdiction

9.2.1. The Parties agree to submit irrevocably to the exclusive jurisdiction of the English courts.

10. DISPUTE RESOLUTION

10.1. Attempts to Resolve Disputes Amicably

10.1.1. If any dispute or difference arises between the Parties touching or concerning any matter or thing arising out of this Agreement the Parties will attempt to resolve that

dispute amicably including holding a meeting attended by at least one representative from each Party.

10.2. Right to Refer a Dispute to the Expert

10.2.1. If the Parties are unable to resolve the dispute amicably pursuant to clause 10.1, either Party can refer such dispute or difference to some independent and fit person of at least 10 years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person will act as an expert and his decision will be final and binding upon the parties to the dispute or difference and his costs will be payable by the parties to the dispute in such proportion as he will determine and failing such determination will be borne by the parties to the dispute or difference in equal shares.

10.3. Appointment of the Expert

10.3.1. In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 10.2 or as to the appropriate professional body within 10 (ten) Working Days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to clause 10.2 hereof then the question of the appropriate qualifications or professional body will be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor will act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body will be final and binding on the parties to the dispute or difference and his costs will be payable by the parties to the dispute and in such proportion as he will determine and failing such determination will be borne by the parties to the dispute or difference in equal shares.

10.4. Terms of Reference of the Expert

The terms of reference of any expert appointed to determine a dispute or difference pursuant to this clause 10 shall include the following:

10.4.1. He will call for and consider any written representations made by or on behalf of the parties to the dispute which are received by him within 15 (fifteen) Working Days of his calling for such representations and at the expiry of this period will give the parties a further period of 10 (ten) Working Days to make counter-representations

10.4.2. He will provide the parties to the dispute with a written decision (including his reasons) within 20 (twenty) Working Days of the late date for receipt of counter-representations under clause 10.4.1;

- 10.4.3. He will be entitled to call for such independent expert advice as he will think fit;
and
- 10.4.4. His costs and the costs of any independent expert advice called for by the expert
will be included in his award.

11. DELIVERY

This Agreement is delivered on the date written at the start and the provisions of this Agreement (other than this clause which will be of immediate effect) shall be of no effect until this Agreement is dated.

SCHEDULE 1: DESCRIPTION OF THE LAND

Land at *[insert description of land in the title deeds and/or the planning application]* shown edged red on the Plan and registered at the Land Registry with title number(s) *[insert title number(s)]*

SCHEDULE 2: AFFORDABLE HOUSING

The Owner covenants with and undertakes to the Council as follows:

12. AMOUNT

- 12.1. No less than [*insert number of dwellings*] of the Residential Properties will be Affordable Housing Properties (including First Homes and Discounted Market Housing)

13. MIX AND TENURE

- 13.1. The Affordable Housing Properties (including First Homes and Discounted Market Housing) will be provided in accordance with the Affordable Housing Scheme unless otherwise agreed in writing by the Parties.
- 13.2. The Owner covenants to the Council that [*insert number of dwellings*] of the Affordable Housing Properties provided as Social Rented Housing and/or Affordable Rented Housing are to be identified in the Affordable Housing Scheme as wheelchair user dwellings and shall be constructed and delivered by the Owner in accordance with Part M4(3) (b), unless otherwise agreed by the Council.

14. DELIVERY

- 14.1. Not to Commence the Development until:
- 14.1.1. the Owner and a Registered Provider have entered into a binding legal agreement for the transfer of the Affordable Housing Land into the ownership of the Registered Provider for the Affordable Housing Price; and
 - 14.1.2. the Owner and the Registered Provider have entered into a binding contract for the construction and provision of the Affordable Housing Properties.
- 14.2. Not to Commence the Development until the legal interest in the Affordable Housing Land has been transferred into the ownership of a Registered Provider for the Affordable Housing Price and the Owner and the Registered Provider have entered into a binding contract for the construction and provision of the Affordable Housing Properties
- 14.3. No more than 25% (twenty five per cent) of the Open Market Properties shall be Occupied until the Affordable Housing Properties have been constructed in accordance with the Planning Permission, in compliance with the Development Standards and the Registered Provider confirms said Affordable Housing Properties are ready for residential occupation; and
- 14.4. No more than 50% (fifty per cent) of the Open Market Properties shall be Occupied until the First Homes have been constructed and are ready for residential occupation in accordance with Schedule 4 and any Discounted Market Housing has

been constructed and are ready for residential occupation in accordance with Schedule 5.

15. TRANSFER

15.1. Arrangements for the Affordable Housing Land

The Owner will not transfer a freehold or leasehold interest in the Affordable Housing Land to a Registered Provider until the Owner has at its own cost made arrangements for:

15.1.1. Remediating the Affordable Housing Land in accordance with all necessary consents and statutory requirements;

15.1.2. Clearing and levelling the Affordable Housing Land; and

15.1.3. Undertaking all necessary works to ensure that the Affordable Housing land is in a Clean Condition with all necessary Services and Service Installations put in place

15.2. Form of Transfer

The Owner will use reasonable endeavours to transfer the Affordable Housing Land with full title guarantee to a Registered Provider by way of:

15.2.1. A freehold transfer; or

15.2.2. The grant of a lease for a minimum of 990 (nine hundred and ninety years) years at a nominal ground rent with Service Charge provisions as set out in this Agreement

WITH the benefit of full and free rights of access both pedestrian and vehicular over any relevant access road from the boundary of each of the relevant Affordable Housing Property to any relevant adopted highway (and vice versa) and full and free unrestricted rights for all services and conducting media and drains or sewers to be laid and constructed to each relevant Affordable Housing Property to a standard capable of adoption by the respective service providers and upon such further terms as may be agreed with the Registered Provider.

16. NOMINATIONS

16.1. The Owner will not transfer the Affordable Housing Land to a Registered Provider without first procuring an agreement with the Registered Provider that it will comply with the following provisions in perpetuity and uses best endeavours to secure said Registered Provider enters into a Nominations Agreement with the Council (substantially in the form of that in Appendix 1 for Affordable Rented Housing and Social Rented Housing) and/or in compliance with the Sevenoaks District Intermediate Housing Policy:

16.1.1. Not to permit the occupation of any of the Affordable Housing Properties otherwise than in accordance with the Sevenoaks District Housing Register Allocation Policy or the Sevenoaks District Intermediate Housing Policy (as applicable) for the time being in force

16.1.2. Upon completion of the Development and at all times subsequently allocate each of the Affordable Housing Properties to an Eligible Person

16.1.3. For Rural Exceptions Housing only,

Upon completion of the Development and at all times subsequently allocate each of the Affordable Housing Properties to an Eligible Person who

- (i) lives in the Parish and has done so continuously for the last three years to date; or
 - (ii) has lived in the Parish for at least five out of the last ten years to date; or
 - (iii) has previously been a member of a Close Family household living in the Parish and said household currently resides in the Parish and has done so for a minimum of 10 years continuous to date; or
 - (iv) are employed full time in the Parish on a permanent basis or those who will be taking up such employment and whose main place of work is within the Parish; or,
 - (v) are self employed on a full time basis and the majority of their work is in the Parish; or
 - (vi) provide an important service, as agreed by the Council, requiring them to live locally
- (b) The above provisions will affect any mutual exchanges that are agreed by the Registered Provider having first been approved by the Council and that the restrictions herein contained shall be inserted in any occupational agreements to be granted by the Registered Provider
- (c) If there are no persons who qualify under clause 0 above upon completion of the Development and at all times subsequently to allocate each of the Affordable Housing Properties to an Eligible Person in one of the Neighbouring Parishes who
- (i) lives in one of the Neighbouring Parishes and has done so continuously for the last three years to date; or
 - (ii) has lived in one of the Neighbouring Parishes for at least five out of the last ten years to date; or
 - (iii) has previously been a member of a Close Family household living in one of the Neighbouring Parishes and said household currently resides in one of the Neighbouring Parishes and has done so for a minimum of 10 years continuous to date; or
 - (iv) are employed full time in one of the Neighbouring Parishes on a permanent basis or those who will be taking up employment in

one of the Neighbouring Parishes and whose main place of work is within a Neighbouring Parish, or

- (v) are self employed on a full time basis and the majority of their work is within a Neighbouring Parish; or
 - (vi) provide an important service, as agreed by the Council, requiring them to live locally
- (d) If within 16 (sixteen) weeks of any of the Affordable Housing Properties becoming available for letting (whether on practical completion of the Development or at any time subsequently) the Registered Provider is unable to fill any vacancy arising in accordance with the foregoing provisions then the Council and Registered Provider may allocate such Dwelling to any Eligible Persons who are considered by the Council and the Registered Provider to be in need of such accommodation

17. RESTRICTION ON USE

- 17.1. The Affordable Housing Properties will not be used or Occupied for any purpose other than for Affordable Housing in perpetuity, in accordance with the designated form of Affordable Housing as set out in the Affordable Housing Mix and Affordable Housing Plan, except for where those cases set out in Clause 19 of this Schedule shall apply
- 17.2. For Rural Exceptions Housing only the provisions of Clause 19 shall apply save for the following circumstances:
- 17.2.1. Not to dispose of any Affordable Housing Properties - Affordable Rented Housing and/or Social Rented Housing comprised in the Development by way of the right to acquire under the Housing Act 1996 or the voluntary right to buy
 - 17.2.2. Not to dispose of any interest in the Affordable Housing Properties – Affordable Rented Housing and/or Social Rented Housing comprised in the Development other than by way of an Assured Tenancy or an Assured Shorthold Tenancy under the Housing Act 1988 or by way of such other tenancy agreement that the Council may first approve
 - 17.2.3. Not to dispose of any interest in any Affordable Housing Properties – Shared Ownership Housing other than by way of the grant of a Shared Ownership Lease in the form of the HCA’s model lease (Designated Protected Areas).
- 17.3. The Car Parking Spaces shall not be used or Occupied except for car parking by occupiers of the Affordable Housing Properties and they shall be provided to such occupants free of any extra rent charge or fee (but providing that the occupants may be required to pay any reasonable service charge)

18. INFORMATION TO THE COUNCIL

- 18.1. The Owners agree to keep the Council reasonably informed of the progress of any negotiations to dispose of the Affordable Housing Properties (including First Homes and Discounted Market Housing) pursuant to this Schedule 2 and shall provide a written update every 3 months

19. PARTIES NOT BOUND BY THE SCHEDULE

Unless otherwise expressly provided in this Agreement, the provisions of this Schedule shall not be enforceable by or against:

- 19.1. subject to clause 20 of the Schedule below, against any 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 Housing Properties or any persons or bodies deriving title through such Mortgagee, chargee or Receiver;
- 19.2. a mortgagee of an occupant or lessee of an Affordable Housing Property if such a mortgagee disposes of an Affordable Housing Property pursuant to its powers to do so following a default of the terms of the mortgage or any persons deriving title from such mortgagee;
- 19.3. any purchaser of an Open Market Property and his successors in title and his mortgagees;
- 19.4. any Undertaker occupying the Land or any part of the Land for the purposes of their undertaking; or
- 19.5. a Protected Tenant or any person deriving title from a Protected Tenant
- 19.6. save for the provisions of Schedule 2 relating to the use and occupation of the Affordable Housing, a Registered Provider who acquires the Affordable Housing Land or any part thereof or any person deriving title therefrom.

20. CONDITIONS FOR COMPLIANCE BY MORTGAGEES OF A REGISTERED PROVIDER

- 20.1. The Mortgagee will have given to the Council notice of its intention to dispose of the Affordable Housing Properties or any of them.
- 20.2. The Mortgagee will have used its reasonable endeavours to dispose of the Affordable Housing Properties or any of them to a Registered Provider or to the Council for a consideration which is not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses

- 20.3. If a disposal pursuant to clause 20.2 has not completed within a period of 12 (twelve) weeks from the date of service of the notice upon the Council pursuant to clause 20.1, the Mortgagee shall be entitled to dispose of the Affordable Housing Properties (or any of them) free from the provisions of this Agreement relating to the Affordable Housing Properties which provisions shall determine absolutely
- 20.4. If any Mortgagee has followed the procedures in this clause 20 and no sale has been achieved not only will the provisions of this Agreement not affect the Mortgagee but they will also cease to apply to the Affordable Housing Properties or any of them sold by such Mortgagee to the intent that it will not bind any successors in title.

21. COMMUTED SUMS ON SMALL/MEDIUM SITES

- 21.1. If, in relation to a Small/Medium Site only, the Owner shall have:

21.1.1. used reasonable endeavours to:

- (a) effect a transfer or disposal of the Affordable Housing Land and the Affordable Housing Properties to a Registered Provider on the terms set out in this Deed to at least three (3) Registered Providers; and

all three (3) Registered Providers have declined any or all of the Affordable Housing Properties

21.1.2. by whichever is the earlier of:

- (a) one (1) year from the date of Commencement of Development; and

at such time as 25% (twenty five percent) of the Open Market Properties have been Occupied and the Affordable Housing Properties (excluding any First Homes) have been constructed and Practically Completed and are ready for Occupation; and

then paragraphs 21.2 to 21.7 shall apply.

- 21.2. The Owner may serve upon the Council:

21.2.1. an Offer of Transfer Notice to demonstrate compliance with paragraph 21.1 to the satisfaction of the Council.

21.2.2. its assessment of the Commuted Sum to be paid

in relation to each Affordable Housing Property (and associated Affordable Housing Land) that it has been unable to transfer.

- 21.3. Upon receipt of the documents in paragraph 21.2 the Council will serve a counter notice upon the Owner stating:

21.3.1. whether it agrees that the requirements of paragraph 21.1 have been met in regard to any or all of the Affordable Housing Properties;

21.3.2. whether or not it agrees the assessment of the Commuted Sum

21.4. In the event of any dispute the matter will be referred for dispute resolution in accordance with clause 10 of this Deed

21.5. Within 28 (twenty eight) days of a written demand from the Council following either:

21.5.1. both the Owner and the Council (both parties acting reasonably) having confirmed in writing their agreement to the amount of the Commuted Sum that is to be paid; or

21.5.2. following any determination of such amount pursuant to clause 21.4

the Owner will pay to the Council a Commuted Sum for each of the Affordable Housing Properties subject to the Offer of Transfer Notice.

21.6. Upon receipt of the Commuted Sum for any Affordable Housing Property (and associated Affordable Housing Land) the Land shall not thereafter be subject to the provisions of this Schedule to the extent that a Commuted Sum has been received for those Affordable Housing Properties and associate Affordable Housing Land.

For the avoidance of doubt, in the event that some Affordable Properties and Affordable Housing Land were transferred or disposed to a Registered Provider then the provisions of this Schedule shall continue to have full force and effect to that extent.

For the avoidance of doubt, in the event that a Commuted Sum has been received in regard to all Affordable Housing Properties then the provisions of this Schedule shall no longer apply (unless where otherwise stated).

21.7. The Council will apply any Commuted Sum received from the Owner in accordance with the uses laid out in the Affordable Housing SPD.

SCHEDULE 3: COUNCIL'S COVENANTS

The Council covenants with and undertakes to the Owner as follows:

1. ISSUING THE PLANNING PERMISSION

The Council will issue the Planning Permission within 10 (ten) Working Days of the date of this Agreement.

2. NO UNREASONABLENESS

Where the approval, satisfaction, agreement, confirmation or consent of the Council or any other officer of the Council is required for any purpose under or in connection with the terms of this Agreement such approval, satisfaction, agreement, confirmation or consent will be applied for in writing and will be given in writing and will not be unreasonably withheld or delayed.

3. CONFIRMATION OF SATISFACTION OF OBLIGATIONS

Where in the opinion of the Owner any provisions (including, without limitation, payment obligations) of this Agreement have been satisfied, the Owner will be entitled to apply to the Council for written confirmation to that effect and upon the Council being satisfied that the relevant agreement, obligation and covenant as the case may be has been satisfied, the Council will as soon as reasonably practicable issue to the Owner written confirmation to such effect.

4. REMOVAL OF REGISTRATIONS

Upon any of the Owner's covenants and undertakings herein being satisfied and upon receipt of a written request to confirm the same, the Council will remove all relevant entries relating to such obligations and covenants from the Council's local land charge register.

SCHEDULE 4: FIRST HOMES

INTERPRETATION

Words and expressions in the Schedule shall have the same meaning as in the main Agreement unless otherwise stated. Within this Schedule the following words and expressions below shall mean as follows:-

<p>“Additional First Homes Contribution”</p>	<p>means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of this Schedule, the lower of the following two amounts:</p> <p>(a) 30% of the proceeds of sale; and</p> <p>(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.</p>
<p>“Armed Services Member”</p>	<p>means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service</p>
<p>“Cluster”</p>	<p>shall mean a group of Affordable Housing Properties which does not have contiguous boundaries with another group of Affordable Housing Properties</p>
<p>“Compliance Certificate”</p>	<p>means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 applies the Eligibility Criteria (Local)</p>

“Deed”	has the same meaning as “Agreement”
“Discount Market Price”	means a sum which is the Market Value discounted by at least 30%
“Disposal”	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:</p> <p>(a) a letting or sub-letting in accordance with paragraph 7</p> <p>(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner</p> <p>(c) an Exempt Disposal</p> <p>and “Disposed” and “Disposing” shall be construed accordingly</p>
“Dwelling”	shall have the same meaning as Residential Property
“Eligibility Criteria (National)”	<p>means criteria which are met in respect of a purchase of a First Home if:</p> <p>(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</p> <p>(b) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National).</p>
“Eligibility Criteria (Local)”	<p>means criteria published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:</p> <p>(a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National),</p> <p>(b) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</p> <p>(c) any or all of criteria (i) (ii) and (ii) below are met:</p>

	<ul style="list-style-type: none"> (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Local Essential Worker
“Exempt Disposal”	<p>means the Disposal of a First Home in one of the following circumstances:</p> <ul style="list-style-type: none"> (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 shall apply to such sale) <p>Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7</p>
“First Home”	<p>means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap</p>
“First Homes Owner”	<p>means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:</p> <ul style="list-style-type: none"> (a) the Developer; or

	<p>(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or</p> <p>(c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7</p>
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Income Cap (National)"	<p>means:</p> <p>(a) eighty thousand pounds (£80,000)</p> <p>or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home</p>
"Local Connection Criteria"	<p>means:</p> <p>i. as set out in the Sevenoaks District Housing Register Allocations Policy; or</p> <p>ii. those who have Close Family living in the a District for a period of at least 3 years continuous at date of application).</p>
"Local Essential Worker"	means a person who satisfies the definition of Local Essential Worker as set out in Appendix 1 to the Sevenoaks District Housing Register Allocations Policy or such other categories of employment as may be published by the Council from time to time as the "Local Essential Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Essential Worker" criteria which shall apply to that disposal.
"Market Dwelling"	means any Dwelling which is not a First Home or Affordable Housing (including Discounted Market Housing)
"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt

	shall not take into account the 30% discount in the valuation-
“Mortgagee”	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home
“Practical Completion”	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
“Price Cap”	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
“SDLT”	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
“Secretary of State”	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

1. OBLIGATIONS

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that

- 1.1. paragraphs 2, 3, 4 and 5 shall not apply to a First Homes Owner;
- 1.2. paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 1.3. Paragraph 8 applies as set out therein.

2. QUANTUM OF FIRST HOMES

- 2.1. [[•%] of the total number] OR [•] of the Dwellings on the Site [(rounded up or down to the nearest whole Dwelling)] shall be identified reserved and set aside as First Homes in accordance with the approved Affordable Housing Plan and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.
- 2.2. [Where *phased development*] Unless otherwise agreed through the [Site Wide Affordable Housing Plan] [•%] of the total number of the Dwellings in each residential phase (rounded up or down to the nearest whole Dwelling) OR [•] Dwellings in each residential phase shall be identified reserved and set aside as First Homes and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule in accordance with the [approved] Affordable Housing Plan relevant to that residential phase.

3. CLUSTERING

- 3.1. The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance.
- 3.2. The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.
- 3.3. Clusters of flats in blocks shall be of a single tenure where sharing a communal entrance.
- 3.4. The size of Clusters shall be agreed in writing with the Council as part of the Affordable Housing Plan.

4. TYPE AND DISTRIBUTION

The mix of First Homes provided within the Site shall be in accordance with

- 4.1. the Affordable Housing Mix; and
- 4.2. the distribution in the Affordable Housing Plan

5. DEVELOPMENT STANDARD

All First Homes shall be constructed to:-

- 5.1. the Development Standard and
- 5.2. no less than the standard applied to the Market Dwellings.

6. DELIVERY MECHANISM

- 6.1. The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - 6.1.1. the Eligibility Criteria (National); and
 - 6.1.2. the Eligibility Criteria (Local)
- 6.2. If after a First Home has been actively marketed for at least 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) (and with the commencement and form of such marketing to be agreed in writing with the Council prior to its commencement) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 6.1.2 shall cease to apply.
- 6.3. Subject to paragraphs 6.6 to 6.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee
- 6.4. No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
 - 6.4.1. The Council has been provided with evidence that:
 - 6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local)
 - 6.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and
 - 6.4.1.3 the transfer of the First Home includes:
 - a) a definition of the "Council" which shall be Sevenoaks District Council
 - b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause[s] 6.1 to 6.9 of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."
 - c) A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [] [and] (3) []
 - d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise

Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

- e) a copy of the First Homes Provisions in an Annexure

6.4.2. The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 have been met

6.5. On the first Disposal of each and every First Home the owner of a First Home is to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the *disposition*"

6.6. The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

6.6.1. the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 6.1 and 6.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1; or

6.6.2. requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

6.7. Upon receipt of an application served in accordance with paragraph 6.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

6.8. If the Council is satisfied that either of the grounds in paragraph 6.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 that the relevant Dwelling may be Disposed of:

- 6.8.1. to the Council (or its nominated Registered Provider) at the Discount Market Price; or
- 6.8.2. (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 which shall cease to apply on receipt by the Council of payment where the relevant Dwelling is disposed of other than as a First Home

- 6.9. If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 6.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
- 6.10. Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 6.8 or 6.9 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 6.11. Upon receipt of the Additional First Homes Contribution the Council shall:
 - 6.11.1. within 20 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 where such restriction has previously been registered against the relevant title
 - 6.11.2. apply all monies received towards the provision of Affordable Housing
- 6.12. Any person who purchases a First Home free of the restrictions in schedule 4 of this Deed pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional First Homes Contribution to the Council.
- 6.13. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below.
- 6.14. A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council

in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

6.15. A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

6.16. A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

6.17. Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

7. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of this Deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home

or any persons or bodies deriving title through such Mortgagee or Receiver
PROVIDED THAT:

- 7.1. such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 7.2. once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3
- 7.3. following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 7.4. following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 7.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5; and
 - 7.4.2. apply all such monies received towards the provision of Affordable Housing

SCHEDULE 5: DISCOUNTED MARKET HOUSING

INTERPRETATION

Words and expressions in the Schedule shall have the same meaning as in the main Agreement unless otherwise stated. Within this Schedule the following words and expressions below shall mean as follows:-

“Additional Discounted Market Housing Contribution”	<p>means in circumstances where a sale of Discounted Market Housing other than as Discounted Market Housing has taken place in accordance with paragraphs 6.9, 6.10 or 8 of this Schedule, the lower of the following two amounts:</p> <p>(a) 30% of the proceeds of sale; and</p> <p>(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant Discounted Market Housing under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the Discounted Market Housing Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the Discounted Market Housing Owner in connection with the sale of the Discounted Market Housing</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the Discounted Market Housing Owner as a result of the disposal of the relevant Discounted Market Housing other than as Discounted Market Housing</p>
“Armed Services Member”	<p>means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of Discounted Market Housing, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service</p>
“Cluster”	<p>shall mean a group of Affordable Housing Properties which does not have contiguous boundaries with another group of Affordable Housing Properties</p>
“Compliance Certificate”	<p>means the certificate issued by the Council confirming that a Dwelling is being disposed of as Discounted Market Housing to a purchaser meeting the Eligibility Criteria</p>

“Deed”	has the same meaning as “Agreement”
“Discounted Market Housing”	means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to an Eligible Applicant at the Discount Market Price which, at initial sale only, such Discounted Market Price shall not require mortgage borrowing in excess of the Mortgage Sum.
“Discounted Market Housing Owner”	means the person or persons having the freehold or leasehold interest (as applicable) in Discounted Market Housing other than: <ul style="list-style-type: none"> (a) the Developer; or (b) another developer or other entity to which the freehold interest or leasehold interest in Discounted Market Housing or in the land on which Discounted Market Housing is to be provided has been transferred before that Discounted Market Housing is made available and is disposed of for occupation as Discounted Market Housing; or (c) the freehold tenant or sub-tenant of a permitted letting under paragraph 7
“Discount Market Price”	means a sum which is the Market Value discounted by at least 30%
“Disposal”	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in Discounted Market Housing other than: <ul style="list-style-type: none"> (a) a letting or sub-letting in accordance with paragraph 7 (b) a transfer of the freehold interest in Discounted Market Housing or land on which Discounted Market Housing is to be provided before that Discounted Market Housing is made available for occupation except where the transfer is to a Discounted Market Housing Owner (c) an Exempt Disposal and “Disposed” and “Disposing” shall be construed accordingly
“Dwelling”	shall have the same meaning as Residential Property
“Eligible Applicants”	means applicants who meet the Eligibility Criteria

“Eligibility Criteria”	means the eligibility criteria for applicants published by the Council in the Sevenoaks Intermediate Housing Policy at the date of the relevant disposal of the Discounted Market Housing
“Exempt Disposal”	<p>means the Disposal of Discounted Market Housing in one of the following circumstances:</p> <ul style="list-style-type: none"> (a) a Disposal to a spouse or civil partner upon the death of the Discounted Market Housing owner (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the Discounted Market Housing owner (c) Disposal to a former spouse or former civil partner of a Discounted Market Housing owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 shall apply to such sale) <p>Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7</p>
“Local Connection Criteria”	<p>means:</p> <ul style="list-style-type: none"> i) as set out in the Sevenoaks District Housing Register Allocations Policy; or ii) those who have Close Family living in the a District for a period of at least 3 years continuous at date of application).
"Market Dwelling"	means any Dwelling which is not Affordable Housing (including First Homes and Discounted Market Housing)
"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the Discounted Market Housing Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation

“Mortgagee”	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire Discounted Market Housing including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a Discounted Market Housing
“Mortgage Sum”	Means a sum calculated on the basis of an Eligible Applicant requiring a 95% mortgage to purchase Discounted Market Housing and a willing Mortgagee who is prepared, in principle, to lend such sum based on an applicant’s annual household income of eighty thousand pounds (£80,000), such that the Mortgage Sum is sufficient to enable an Eligible Applicant to purchase the Dwelling at the Discounted Market Price, irrespective of whether or not an Eligible Applicant requires such level of mortgage in order to proceed with the purchase of the Dwelling
“Practical Completion”	means the stage reached when the construction of a Discounted Market Housing Dwelling is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
“Priority Groups”	means as at the date of the relevant disposal at least one of the following criteria applies: <ul style="list-style-type: none"> <li data-bbox="624 1144 1382 1294">(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or <li data-bbox="624 1330 1382 1440">(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or <li data-bbox="624 1476 1382 1585">(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Local Essential Worker
“SDLT”	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the Discounted Market Housing Owner and acting in an independent capacity

1 OBLIGATIONS

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that

- 1.1 paragraphs 2, 3, 4 and 5 shall not apply to a Discounted Market Housing Owner;
- 1.2 paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where Discounted Market Housing is owned by a Discounted Market Housing Owner they shall apply to that Discounted Market Housing Owner only in respect of the Discounted Market Housing owned by that Discounted Market Housing Owner; and
- 1.3 Paragraph 8 applies as set out therein.

2 QUANTUM OF FIRST HOMES

- 2.1 [●] [number] of the Dwellings on the Site shall be identified reserved and set aside as Discounted Market Housing in accordance with the approved Affordable Housing Plan and shall be provided and retained as Discounted Market Housing in perpetuity subject to the terms of this Schedule.
- 2.2 [Where *phased development*] Unless otherwise agreed through the [Site Wide Affordable Housing Plan [●] Dwellings in each residential phase shall be identified reserved and set aside as Discounted Market Housing and shall be provided and retained as Discounted Market Housing in perpetuity subject to the terms of this Schedule in accordance with the [approved] Affordable Housing Plan relevant to that residential phase.

3 CLUSTERING

- 3.1 The Discounted Market Housing shall not be visually distinguishable from the Market Dwellings based upon their external appearance.
- 3.2 The internal specification of the Discounted Market Housing shall not by reason of their being Discounted Market Housing be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the Discounted Market Housing shall be permitted.
- 3.3 Clusters of flats in blocks shall be of a single tenure where sharing a communal entrance.
- 3.4 The size of Clusters shall be agreed in writing with the Council as part of the Affordable Housing Plan.

4 TYPE AND DISTRIBUTION

The mix of Discounted Market Housing provided within the Site shall be in accordance with

4.1 the Affordable Housing Mix;

4.2 the distribution in the Affordable Housing Plan

and in all instances shall be of a type that satisfies the requirement of the Mortgage Sum as demonstrated to the satisfaction of the Council

5 DEVELOPMENT STANDARD

All Discounted Market Housing shall be constructed to:-

5.1 the Development Standard; and

5.2 no less than the standard applied to the Market Dwellings.

6 DELIVERY MECHANISM

6.1 On first Disposal, where the Council so requests in writing, the Developer shall in the first instance offer the Discounted Market Housing for sale , to the Council or one or more Registered Providers nominated by the Council.

6.2 Subject to paragraph 6.1 and 6.3, the Discounted Market Housing shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as Discounted Market Housing to Eligible Applicants, a Registered Provider or the Council.

6.3 If Discounted Market Housing has been actively marketed for

6.3.1 at first Disposal for six (6) months (such period to expire no earlier than three (3) months prior to Practical Completion) (and with the commencement and form of such marketing to be agreed in writing with the Council prior to its commencement); and

6.3.2 for all subsequent Disposals, for three (3) months

and it has not been possible to find a Registered Provider or a willing purchaser from a Priority Group who meets the Eligibility Criteria, then the Discounted Market Housing may be sold to any willing purchaser who meets the Eligibility Criteria.

6.4 Subject to paragraphs 6.7 to 6.11, except where the purchaser is the Council or a Registered Provider, no Discounted Market Housing shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

6.5 No Discounted Market Housing shall be Disposed of (whether on a first or any subsequent sale) unless and until:

6.5.1 The Council has been provided with evidence that:

6.5.1.1 the intended purchaser meets the Eligibility Criteria or is the Council or a Registered Provider,

6.5.1.2 where the purchaser is the Council or a Registered Provider, the Dwelling is being Disposed of at the Discount Market Price,

6.5.1.3 where the purchaser meets the Eligibility Criteria, the Dwelling is being Disposed of as Discounted Market Housing at the Discount Market Price, and

6.5.1.4 the transfer of the Discounted Market Housing includes:

1. a definition of the "Council" which shall be Sevenoaks District Council
2. where the intended purchaser meets the Eligibility Criteria, a definition of "Discounted Market Housing Provisions" in the following terms:
3. "means the provisions set out in clause[s] 6.2 to 6.10 of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."
4. A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and (3)]
5. a provision that the Property is sold subject to and with the benefit of the Discounted Market Housing Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the Discounted Market Housing Provisions
6. a copy of the Discounted Market Housing Provisions in an Annexure

6.5.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.4 and 6.5.1 have been met

6.6 Other than where the buyer is a Registered Provider or the Council, on the first Disposal of each and every Dwelling provided as Discounted Market Housing the owner of the Dwelling is to apply to the Chief Land Registrar pursuant to Rule 91

of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that Dwelling of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the Discounted Market Housing provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the *disposition*"

6.7 The owner of Discounted Market Housing (which for the purposes of this clause shall include the Developer and any Discounted Market Housing Owner but shall exclude any Registered Provider or the Council) may apply to the Council to Dispose of it other than as a Discounted Market Housing on the grounds that either:

6.7.1 the Dwelling has been actively marketed as Discounted Market Housing

6.7.1.1 for a first Disposal for nine (9) months and such period having been calculated from a date no earlier than nine (9) months prior to Practical Completion or

6.7.1.2 for all subsequent Disposals, for six (6) months

in accordance with Clauses 6.2 and 6.3 and in both cases, all reasonable endeavours have been made to Dispose of the Dwelling as Discounted Market Housing but it has not been possible to Dispose of that Dwelling as Discounted Market Housing in accordance with paragraphs 6.4 and 6.5.1; or

6.7.2 requiring the Discounted Market Housing Owner (which for the purposes of this clause shall exclude the Developer) to undertake active marketing for the period specified in paragraph 6.3 before being able to Dispose of the Dwelling other than as Discounted Market Housing would be likely to cause the Discounted Market Housing Owner undue hardship

6.8 Upon receipt of an application served in accordance with paragraph 6.7 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

6.9 If the Council is satisfied that either of the grounds in paragraph 6.7 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.7 that the relevant Dwelling may be Disposed of:

6.9.1 to the Council (or its nominated Registered Provider) at the Discount Market Price; or

6.9.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as Discounted Market Housing

and on the issue of that written confirmation the obligations in this Deed which apply to Discounted Market Housing shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.11 which shall cease to apply on receipt by the Council of payment where the relevant Dwelling is disposed of other than as Discounted Market Housing

6.10 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.7 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.7 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as Discounted Market Housing and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as Discounted Market Housing he may serve notice on the Council in accordance with paragraph 6.7 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as Discounted Market Housing

6.11 Where a Dwelling is Disposed of other than as Discounted Market Housing or to the Council at the Discount Market Price in accordance with paragraphs 6.9 or 6.10 above the Discounted Market Housing Owner shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional Discounted Market Housing Contribution

6.12 Upon receipt of the Additional Discounted Market Housing Contribution the Council shall:

6.12.1 within 20 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.6 where such restriction has previously been registered against the relevant title

6.12.2 apply all monies received towards the provision of Affordable Housing

6.13 Any person who purchases a Discounted Market Housing free of the restrictions in schedule 4 of this Deed pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional Discounted Market Housing Contribution to the Council.

7 USE

Other than where Discounted Market Housing is purchased by a the Council or a Registered Provider, it shall be used only as the main residence of the Discounted Market Housing Owner and shall not be let, sub-let or otherwise Disposed of other

than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below.

7.1 A Discounted Market Housing Owner may let or sub-let their Discounted Market Housing for a fixed term of no more than two (2) years, provided that the Discounted Market Housing Owner notifies the Council in writing before the Discounted Market Housing is Occupied by the prospective tenant or sub-tenant. A Discounted Market Housing Owner may let or sub-let their Discounted Market Housing pursuant to this paragraph more than once during that Discounted Market Housing Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a Discounted Market Housing Owner's period of ownership may not exceed two (2) years.

7.2 A Discounted Market Housing may let or sub-let their Discounted Market Housing for any period provided that the Discounted Market Housing Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the Discounted Market Housing Owner is required to live in accommodation other than their Discounted Market Housing for the duration of the letting or sub-letting for the purposes of employment;
- b) the Discounted Market Housing Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c) the Discounted Market Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the Discounted Market Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the Discounted Market Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the Discounted Market Housing Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discounted Market Housing on terms which expressly prohibit any further sub-letting.

7.4 Nothing in this paragraph 7 prevents a Discounted Market Housing Owner from renting a room within their Discounted Market Housing or from renting their

Discounted Market Housing as temporary sleeping accommodation provided that the remains Discounted Market Housing at all times the Discounted Market Housing Owner's main residence.

7.5 In the event that Discounted Market Housing is purchased or otherwise acquired by a Registered Provider then:

7.5.1 no Discounted Market Housing shall be Disposed of unless and until paragraph 7.5.2 is complied with;

7.5.2 the Registered Provider shall notify to the Council in writing a proposed use of each Property respectively, which shall be Social Rented Housing, Affordable Rented Housing or Shared Ownership Housing only. Such notification shall be as soon as practicable and in any event no later than 5 working day after acquisition of the Properties; and

7.5.3 each Property thereafter shall only be used in accordance with the respective designated use notified to the Council under paragraph 7.5.2; and

7.5.4 the provisions of Schedule 2 to this Agreement shall thereafter apply to each Social Rented Housing, Affordable Rented Housing or Shared Ownership Housing.

8 MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of this Deed in relation to Discounted Market Housing shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual Discounted Market Housing or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

8.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant Discounted Market Housing; and

8.2 once notice of intention to Dispose of the relevant Discounted Market Housing has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that Discounted Market Housing at its full Market Value and subject only to paragraph 8.3

8.3 following the Disposal of the relevant Discounted Market Housing the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional Discounted Market Housing Contribution.

- 8.4 following receipt of notification of the Disposal of the relevant Discounted Market Housing the Council shall:
- 8.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.6; and
 - 8.4.2 apply all such monies received towards the provision of Affordable Housing

APPENDIX 1: NOMINATIONS AGREEMENT

DATED

20



NOMINATIONS AGREEMENT

BETWEEN

Sevenoaks District Council

and

XXX

**Produced by Sevenoaks District Council
Housing Service
2023**

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1 INTRODUCTION AND OBJECTIVES

- 1.1 Sevenoaks District Council (hereinafter referred to as “the Council”) is committed to ensuring that void social housing owned and/or managed by Registered Providers within the District of Sevenoaks (“the District”), is let to eligible applicants in housing need. The Council aims to create balanced communities by making the best use of social housing, having regard to the needs of the community. The Council administers the Sevenoaks District Housing Register, which incorporates any appropriate statutory requirements, from which nominations will be sought.
- 1.2 XXX (hereinafter referred to as “the Registered Provider”), is a Private Registered Provider of Social Housing as defined within Section 80 Housing and Regeneration Act 2008 and has social housing stock in the District. The Registered Provider is a member of the Kent Homechoice Scheme and allocates vacancies in its social housing stock through the Scheme.

2 PURPOSE OF THIS AGREEMENT

- 2.1 The purpose of this Agreement is to establish procedures that will enable the Council and the Registered Provider to: -
- a) Provide a single access route into vacant social housing in the District
 - b) Ensure that the Registered Provider supports the Council in meeting its statutory responsibilities towards the homeless and assisting those in housing need
 - c) Target housing resources most effectively and appropriately to meet the housing needs of the District
 - d) Ensure effective liaison and free flow of information between the Registered Provider and the Council
 - e) Ensure that properties are let without unreasonable delay
 - f) Continue to maintain a high standard of services and information provided to people seeking housing in the District
 - g) To allocate sensitively to seek to achieve balanced communities
 - h) Identify appropriate support needs for vulnerable people to ensure that an offer of suitable accommodation is made and appropriate lettings take place

3 RECITALS

- 1 The Registered Provider is [registered/entitled or expects to be entitled to be registered] at the Land Registry as the proprietor of the Property.

- 2 This Agreement is entered into pursuant to the Local Government (Miscellaneous Provisions) Act 1982 Section 33.
- 3 The Registered Provider will manage the Property in accordance with this Agreement.
- 4 The parties hereto enter into this Agreement to regulate the occupation of the Property.

4 PARTIES NOT BOUND BY THE AGREEMENT

- 4.1 Unless otherwise expressly provided in this Agreement, the provisions shall not be enforceable by or against:
 - 4.1.1 any mortgagee or any persons or bodies deriving title through such mortgagee, chargee or receiver;
 - 4.1.2 a mortgagee of an occupant or lessee of Social Housing forming part of the Property if such a mortgagee disposes of social housing pursuant to its powers to do so following a default of the terms of the mortgage;
 - 4.1.3 any undertaker occupying the land or any part of the land forming part of the Property for the purposes of their undertaking; or
 - 4.1.4 a Protected Tenant or their mortgagee or successors in title or any person deriving title from a Protected Tenant.
- 4.2 In this context, a Protected Tenant is any tenant who, in respect of a particular unit of Social Housing forming part of the Property:
 - 4.2.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right);
 - 4.2.2 has exercised any statutory right to buy including the preserved right to buy (or any equivalent contractual right) pursuant to the Housing Act 1980;
 - 4.2.3 except in the case of Rural Exceptions Sites, has been granted a voluntary right to buy by the Registered Provider;
 - 4.2.4 where a tenant has exercised a Right to Shared Ownership and been granted a shared ownership lease by the Registered Provider (or similar arrangement where a share of the unit is owned by the tenant and a share is owned by the Registered Provider), including where the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire unit.

5 DEFINITIONS

Housing Need – relates to those persons who are unable to afford appropriate and suitable housing accommodation generally available on the open market (whether by renting or purchasing) within the District and who are registered on the Sevenoaks District Council Housing Register

Kent Homechoice – means the choice based lettings scheme operated within the District in respect of vacancies for social housing.

Letting of Homes Policy - means the policy adopted by the Registered Provider in relation to the lettings of its stock.

Local Lettings Plan – means a plan drawn up by the Registered Provider and approved by the Council, for the allocation and letting of homes within an agreed location, which is often used for new developments to ensure that a sustainable community is achieved. A Local Lettings Plan may be used in a rural Parish in accordance with Rural Exceptions Site Policy.

Nomination – means the nomination through the Sevenoaks District Council Housing Register of a person (a **Nominee**) who is registered on the Sevenoaks District Council Housing Register, having been previously verified by the Council, to a vacant unit of social housing in accordance with this Agreement.

Perpetuity Period – means a period of 125 (one hundred and twenty five) years from the date of this Agreement.

Property – means those units of Social Housing owned and/or managed by the Registered Provider as listed in Schedule 1.

Rural Exceptions Sites – means generally small sites, in locations where planning constraints (e.g. Green Belt) mean development would not normally be permitted, which are developed to provide affordable housing in response to an independently assessed evidenced need within a specified area (usually a Parish), where the homes are provided, in perpetuity, for those in Housing Need who have a specified local connection to the Parish (as set out in the relevant planning agreement). Also known as Local Needs Housing.

Sevenoaks District Council Housing Register – means the register of those eligible households who are in Housing Need, in accordance with the Sevenoaks District Council Housing Register Allocation Policy.

Sevenoaks District Council Housing Register Allocation Policy - means the Council's adopted Allocations Policy for Social Housing (Social Rent and Affordable Rent tenures).

Social Housing – means housing units let at Social Rent levels or Affordable Rent levels.

Void Units - means those vacant units of Social Housing which form part of the Property.

6 NOMINATION PROCEDURE

- 6.1 This procedure is for the nomination arrangements between the Council and the Registered Provider in relation to the Property. The nominations process will be vacancy (void unit) led.
- 6.2 The following obligations shall apply to void units during the Perpetuity Period:

For non-Rural Exceptions Sites:

- a) On first lettings, the Council will have 100% nomination rights to void units, unless otherwise agreed by the Council. The Registered Provider will advertise said units via the Kent Homechoice Scheme and these will be allocated to Nominees in compliance with the Sevenoaks District Council Housing Register Allocations Policy, the Letting of Homes Policy, any relevant planning obligation and any approved Local Lettings Plan.
- b) On subsequent lettings, the Council will have 75% nominations rights to void units. The Registered Provider will advertise said units via the Kent Homechoice Scheme and they will be allocated to Nominees in compliance with the Sevenoaks District Council Housing Register Allocations Policy, the Letting of Homes Policy, any relevant planning obligation and any approved Local Lettings Plan.
- c) For the remaining 25% of subsequent lettings, the Registered Provider may choose to advertise these void units via the Kent Homechoice Scheme for allocation as described above. If units are not advertised via the Kent Homechoice Scheme, the units will be allocated in compliance with the Letting of Homes Policy and the Registered Provider will notify the Council of the circumstances in each case through the completion of the Voids and Lettings Return given in Schedule 2.

For Rural Exceptions Sites:

- a) On first and subsequent lettings, the Council will have 100% nomination rights to the void units, unless otherwise agreed by the Council. The Registered Provider will advertise said units via the Kent Homechoice Scheme and these will be allocated to Nominees in compliance with the relevant planning agreement, the Sevenoaks District Council Housing Register Allocations Policy, the Letting of Homes Policy, and any approved Local Lettings Plan

For all Sites:

- a) All units shall be allocated following consideration of the protocols adopted by the Kent Housing Group (KHG), or their successors or equivalent in function, as published at any given time on the KHG website <https://www.kenthousinggroup.org.uk/>.

- b) In the event of a known *serious offender** being nominated, a full risk assessment will be provided by the Police and the Probation Service at the point of nomination. (*refers to offenders who are subject to Multi-Agency Public Protection Arrangements (MAPPA), arrangements under the Multi-Agency Risk Assessment Conference (MARAC), registered on the Violent and Sex Offenders' Register (VISOR), violent offenders and ex-offenders (all subject to the provisions of the Rehabilitation of Offenders Act 1974).
- c) For all Nominations, the Registered Provider may wish to conduct their own checks in relation to details provided by the Nominee.
- d) The Registered Provider shall advise the Council if consideration is being given to disposal of any stock within the Sevenoaks District and prior to any disposal being undertaken.

7 TIMESCALES AND PROCESSES

- 7.1 The Registered Provider will upload a draft advert on Kent Homechoice when a void unit will be ready for letting within 1 month, i.e. at the point of the 4 weeks' notice of completion of work.
- 7.2 The Council will publish a complete advert within 3 working days of the draft advert being uploaded.
- 7.3 All advertisements will remain open on Kent Homechoice for a minimum period of 5 working days.
- 7.4 Once a void unit has been advertised on Kent Homechoice, it may not be withdrawn by the Registered Provider for any reason unless agreed in writing by the Council.
- 7.5 Upon the shortlisting of Nominees, the following shall apply:
 - 7.5.1 After the advertisement is closed, the Council will provide the Registered Provider with 2 nominations within 3 working days.
 - 7.5.2 The Registered Provider will make contact with Nominees within 3 working days of the Council's nomination.
 - 7.5.3 The Registered Provider must inform the Council of any refusal of nominations prior to letting the void unit. The Council will provide their response within 3 working days of being informed by the Registered Provider. The void unit should not be let until the Council's response is received.
 - 7.5.4 Should the Grounds for Refusing a Nomination be accepted, the Council will identify a new Nominee within 3 working days.
 - 7.5.5 If the vacancy has arisen in a void unit on a Rural Exceptions Site or where a Rural Local Lettings Plan applies, the Council is required to seek verification of the Nominee from the Parish Council. The Council will advise the

Registered Provider whether an offer is approved within 5 working days of being notified by the Registered Provider.

7.5.6 Except in the case of a void unit located on a Rural Exceptions Site or where a Rural Local Lettings Plan applies, if a void unit has undergone 2 cycles of advertising and it has not been possible to allocate the home to a Nominee, the Registered Provider is at liberty to allocate the void unit in accordance with section 6.2(c).

8 INFORMATION

8.1 On request, the Council can provide copies of other information that is relevant to the Nominee's application, subject to the requirements of Section 14, GDPR and Data Protection.

8.2 The Registered Provider will update Kent Homechoice within 2 working days of a Nominee commencing their tenancy. This will enable the Council to run all relevant reports and to update the Sevenoaks District Council Housing Register.

9 GROUNDS FOR REFUSING A NOMINATION

9.1 If it can be demonstrated by the Registered Provider that the Nominee would be an unsuitable tenant for the void unit they have been nominated to, the Registered Provider maintains the right to refuse a Nomination on one of the following grounds:

9.1.1 The Registered Provider has identified further information about the Nominee which is significant enough to indicate the Nominee would be an unsuitable tenant

9.1.2 There is an agreed Local Lettings Plan, and the Nominee does not meet the criteria

9.1.3 The Nominee does not fulfil the terms of the Lettings of Homes Policy

9.2 Prior to issuing a refusal, the Registered Provider will, in each and every case, provide the Council with full details of their reasons for refusal. The Council will undertake a review within 2 working days of receipt of said details and will inform the Registered Provider of the outcome of their assessment. If, following the Council's review, the Registered Provider and the Council are in dispute, all cases will be considered in accordance with Section 11. The Void Unit may not be re-allocated until the dispute is resolved in accordance with Section 11.

9.3 If the Registered Provider does not allocate the void unit to the Nominee with the highest priority in accordance with the Sevenoaks District Council Housing Register Allocations Policy or relevant planning agreement or Local Lettings Plan, (hereinafter referred to as "Nominee Bypassing"), the Registered Provider and the Council shall follow the process set out in Section 11. The void unit should not be reallocated by

the Registered Provider until the Nominee Bypassing dispute is resolved as set out in Section 11.

- 9.4 For all lettings, the Registered Provider must have in place a clear Exclusion Policy that they have consulted on, and which meets relevant statutory guidance, which gives any Nominee or applicant a clear right of appeal on their rejection by the Registered Provider. The Registered Provider's Exclusion Policy is attached at Schedule 3.

10 MONITORING AND REVIEW

- 10.1 The Council and the Registered Provider will maintain records to monitor the effectiveness of this Agreement.
- 10.2 The Registered Provider will provide the Council with a full breakdown of all void units and lettings arising within the District using the form included in Schedule 2. The breakdown shall be provided for the quarter ending in June, September, December, and March, of each year.
- 10.3 This Agreement will be reviewed 12 months from the date of signing and thereafter on an annual basis by all parties.
- 10.4 Any amendments to this Agreement should be made in writing and agreed by all parties.
- 10.5 Should either party wish to terminate this Agreement on any grounds whatsoever they must give 6 months' written notice to the other party.

11 DETERMINATION OF DISPUTES

- 11.1 Where there is any difference or question arising out of this Agreement between the parties that has not been resolved to the reasonable satisfaction of both parties, it shall be determined by the following procedure:
- 11.1.1 Within 2 working days, the Registered Provider shall provide written justification, via email, to housing.register@sevenoaks.gov.uk, receipt of such email to be acknowledged by email by the Council within 2 working days.
- 11.1.2 If the Council accepts the justification submitted by the Registered Provider, it shall inform the Registered Provider by email within a further 2 working days. The Registered Provider may then proceed to offer the void unit to whichever applies of another Nominee who has been provided by the Council or in accordance with Section 7.5.6.
- 11.1.3 Should the Council not accept the Registered Provider's reasons for Nominee Bypassing or the Registered Provider does not agree with the Council's refusal to allow Nominee Bypassing, the contesting party shall refer the matter to the Council's Head of Housing (or such other employee with the equivalent

responsibilities and functions at the Council) and an equivalent officer of the Registered Provider, for decision. A decision will be made within 10 working days of being referred and the decision will be final and binding on all parties.

12 THIRD PARTY RIGHTS

12.1 None of the provisions of this Agreement are intended to operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999, on a person or body who is not named as a party to this Agreement.

13 GDPR and DATA PROTECTION

13.1 Data Sharing under this Agreement shall be carried out in accordance with the Kent and Medway Information Sharing Agreement (KMISA).

13.2 Each party shall comply with the provisions of the Data Protection Act (DPA) and shall be aware that any personal data shall not be disclosed except as required or permitted by the DPA or to prevent crime or as set out in the Sevenoaks District Housing Register Allocation Policy or as otherwise permitted under the KMISA.

13.3 The personal information to be shared will be processed and stored solely for the purposes of, and in accordance with, the terms of this Agreement and the Council and the Registered Provider will delete the said information in accordance with its data retention policies when the personal information is no longer required under this Agreement.

13.4 The parties shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data.

14 EQUALITIES

14.1 The Council and the Registered Provider seek to ensure that no section of the community is excluded and will have regard to the need to eliminate discrimination, harassment, and victimisation.

14.2 This nomination agreement will be applied consistently to all Nominees, regardless of race, gender, disability, age, sexuality, sexual orientation, religion, or belief.

14.3 Nominees who are staff of the Council, or Members of the Council, or related to, partner of, or living with, staff or Members of the Council, or those with a corresponding connection to the Registered Provider, must disclose this at point of application to join the Sevenoaks District Housing Register. Failure to disclose this information may result in the application being suspended or cancelled as determined by the Council's Chief Officer - People and Places or equivalent officer of the Registered Provider.

SCHEDULE 1 THE PROPERTY

[TO BE COMPLETED]

SCHEDULE 3 REGISTERED PROVIDER EXCLUSION POLICY

[TO BE COMPLETED]

EXECUTED AS A DEED by the Parties on the date which first appears in this Deed.

THE COMMON SEAL of THE)
DISTRICT COUNCIL OF SEVENOAKS)
was hereunto affixed in the)
presence of: -)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of)
[REGISTERED PROVIDER])
was hereunto affixed in the)
presence of: -)

Authorised Signatory

Authorised Signatory

16 APPENDIX 3: AFFORDABLE HOUSING MIX

SIZE / DWELLING TYPE (e.g. flat or house)	NUMBER AND TENURE OF AFFORDABLE HOUSING PROPERTIES (INCLUDING FIRST HOMES AND DISCOUNTED MARKET HOUSING)
1-bedroom (2 persons only) (specify dwelling type)	
*2-bedrooms (specify whether 3 or 4 persons, and dwelling type)	
*3-bedrooms (specify whether 4 or 5 persons) house only	
4 bedrooms (specify number of persons) house only	
Self Build plots (specify number and size of dwellings)	
Total	

*for Rural Exceptions Housing only, the tenure may be recorded as “Social Rented/Affordable Rented or Shared Ownership Housing, the exact tenure to be agreed by the Council prior to Completion”

EXECUTED AS A DEED by the Parties on the date which first appears in this Deed.

EXECUTED AS A DEED)
By)
acting by a director and a director)
or its secretary:)

Signature of First Director:

Name of First Director:

Signature of Second Director/Secretary:

Name of Second Director/Secretary:

Position: Secretary / Director [please delete one].....

EXECUTED AS A DEED)
By)
acting by a director and a director)
or its secretary:)

Signature of First Director:

Name of First Director:

Signature of Second Director/Secretary:

Name of Second Director/Secretary:

Position: Secretary / Director [please delete one].....

THE COMMON SEAL of THE)
DISTRICT COUNCIL OF SEVENOAKS)
was hereunto affixed in the)
presence of: -)

Authorised Signatory

Authorised Signatory