

DATED

2012

BETWEEN:-

(1)

AND

(2)SHROPSHIRE COUNCIL

TEMPLATE ONLY – NOT FOR COMPLETION

DISCOUNTED RENTED DWELLINGS on an Open Market Site

**Schedule 3a – Registered Providers
Schedule 3b – Private Landlords**

AGREEMENT

Pursuant to Section 106 Town & Country Planning Act 1990

Relating to Land at



LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 702024 Shrewsbury 2

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THIS AGREEMENT is made the _____ day of _____ two thousand and twelve

BETWEEN:-

- (1) _____ (“the Landowner”); and
- (2) **SHROPSHIRE COUNCIL** of Shirehall, Abbey Foregate, Shrewsbury SY2 6ND (“the Council”).

INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and accordingly is the person who is entitled to enforce the obligations contained in this Agreement.
2. The Landowner is the freehold owner of the Site which is registered at HM Land Registry under title number SL _____ free from encumbrances that would prevent the Landowner from entering into this Agreement.
3. The Landowner submitted the Application to the Council on _____ 20 _____ and pursuant to the Application the Landowner has applied for _____ planning permission for the Development.
4. The Council supports the Development subject to completion of this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.
5. The Council’s Planning Committee resolved at its meeting on _____ 20 _____ to grant the Planning Permission.
6. The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Landowner and their respective successors in title.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

“Act” Means the Town and Country Planning Act 1990 (as amended).

“Affordable Housing Dwellings”	Means Dwellings that will be made available for Occupation to eligible persons for either rental or low cost home ownership at less than market value in accordance with the definitions of tenure given by the Council in the Supplementary Planning Document.
“Affordable Housing Contribution”	Means the sum calculated in accordance with the Supplementary Planning Document listed in the Third Schedule of this Agreement and due to the Council to facilitate the delivery of additional affordable and/or supported housing within Shropshire.
“Application”	Means a planning application made to the Council by the Landowner on [redacted] for [redacted] and allocated the reference xxxxxxxxxxxx by the Council.
“Choice Based Lettings System”	Means the Council’s system for advertising Affordable Housing Dwellings as being available for Occupation.
“Commencement of Development”	Means the date upon which the Development shall be implemented by the carrying out on the Site pursuant to the Planning Permission of a material operation specified in Section 56 of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries and laying out of access roads and services shall for the purposes of this Agreement be deemed not to be material operations and “Commencement Date” shall be construed accordingly.
“Development”	Means the Development of the Site in accordance with the Planning Permission.
“Discounted Rent Dwelling”	Means the Affordable Housing Dwelling to be constructed pursuant to the Planning Permission and transferred to a Registered Provider or Non-Registered Provider by the Landowner for allocation in perpetuity as rented housing as prescribed in the Third Schedule to this Agreement.

Lettings shall be made to persons under an assured shorthold tenancy and at a rent (inclusive of applicable service charges) that shall be no greater than 80% of the Market

Rent for the Dwelling or the maximum amount of local housing allowance payable for the Dwelling (whichever is the lower).

The maximum annual rent increase for the Dwelling will be Retail Price Index (RPI) + 0.5%. RPI will be taken as at September of the previous year (all items – percentage change over 12 months) as published by the Office of National Statistics (or any equivalent data source published by them or their successors in title).

“Dwelling”	Means a residential unit that may be built on the Site as part of the Development and reference to “Dwellings” shall be construed accordingly.
“Homes and Communities Agency”	Means the Homes and Communities Agency (HCA) or the Tenant Services Authority or any other body undertaking the previous functions of the Housing Corporation under the Housing and Regeneration Act 2008.
“Housing Allocations Policy and Scheme”	Means the Council's adopted policy and procedure for allocating Affordable Housing Dwellings to eligible persons from its housing waiting list.
“Housing Options Service”	Means the section administering the Council's Housing Allocations Policy and Scheme.
“Interest”	Means interest at 4 per cent above the base lending rate of Barclays Bank plc from time to time.
“Local Lettings Plan”	Means a written agreement made between the Council and the Registered Provider or Non-Registered Provider that is permitted in accordance with the Housing Allocations Policy and Scheme and used to help promote a sustainable mix and balance of residents at the development.
“Market Rent”	Means the estimated amount for which the Dwelling should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion.

“Mortgagee in Possession”	Means a mortgagee of a Dwelling or the Site who has entered into possession of a Dwelling or the Site or who has appointed a receiver or administrative receiver under the security or has otherwise exercised its power of sale.
“Non-Registered Provider”	Means a private landlord not registered with the Homes and Communities Agency as a provider of affordable housing but approved and/or accredited by the Council as a provider of Discounted Rent Dwellings in accordance with the provisions of the Supplementary Planning Document.
“Occupy/Occupation” and Occupied”	Means occupation for residential purposes but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
“Open Market Value”	Means the price which the Dwelling would be expected to fetch on the open market by a willing vendor to a willing purchaser unfettered by the terms of this Agreement with that value being the average of no less than two written valuations obtained from two chartered surveyors or valuers accredited by the royal institution of chartered surveyors.
“Open Market Dwelling”	Means a Dwelling that shall be constructed on the Site pursuant to the Planning Permission that shall not be made available for Occupation as an Affordable Housing Dwelling
“Plan 1”	Means the plan attached to this Agreement marked “Plan 1”
“Planning Permission”	Means the planning permission that may be granted by the Council in pursuance of the Application as set out in the Second Schedule.
“Registered Provider”	Means a housing association or registered social landlord or other body registered with the Homes and Communities Agency (which shall include any successor in title) as a provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.
“Site”	Means the land described in the First Schedule.

“Supplementary Planning Document”

Means Shropshire Council’s Local Development Framework Supplementary Planning Document on the Type and Affordability of Housing (Adopted September 2012) or any subsequent modification or replacement thereof.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6 references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions
- 2.7 the clause headings do not affect its interpretation;
- 2.8 references to the Site include any part of it;
- 2.9 “including” means “including, without limitation”;
- 2.10 any covenant by the Landowner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected;
- 2.12 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

3. LEGAL BASIS

- 3.1 This Agreement is made pursuant to Section 106 of the Act

- 3.2 The covenants, restrictions and requirements imposed upon the Landowner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council against the Landowner

4 CONDITIONALITY

- 4.1 This Agreement is conditional upon the Commencement of Development save for the provisions of Clauses 7.2, 13 and 14 which shall come into effect immediately upon completion of this Agreement

5 THE LANDOWNER'S COVENANTS

- 5.1 The Landowner covenants with the Council as set out in the Third Schedule

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Landowner as set out in the Fourth Schedule

7 MISCELLANEOUS

- 7.1 The Landowner shall pay to the Council on completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement in the sum of []
- 7.2 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Agreement shall be registerable as a local land charge by the Council
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Landowner from the Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent approval or expression of satisfaction shall be given on behalf of the Council by the Planning Manager or the Housing Enabling Manager (or their nominated representatives) and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 7.5 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement
- 7.6 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 7.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Landowner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site or any part thereof but without prejudice to liability for any subsisting breach arising prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the site will constitute the retention of an interest for the purposes of this paragraph

- 7.9 Subject to the provisions of paragraph 2 of the Third Schedule the obligations contained in this Agreement shall not be binding upon or enforceable against owner-occupiers or tenants of the Open Market Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them
- 7.10 The obligations contained in this Agreement shall not be binding upon or enforceable against any statutory undertaker or any person who acquires part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage telecommunications or public transport services
- 7.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

8 MORTGAGEE EXEMPTION CLAUSES

- 8.1 It is hereby agreed and declared between the parties that the covenants contained in this Agreement relating to the Affordable Housing Dwellings shall not be binding on a mortgagee or charge in possession of the Open Market Dwellings on the Site or a receiver or appointed by such mortgagee or chargee or a bona fide purchaser for value thereof from such a mortgagee or chargee in possession or receiver appointed (except in the case of a purchaser which is a Registered Provider) or the successors in title of such purchaser with the intent that the clauses in this Agreement relating to affordable housing shall cease to bind the Open Market Dwellings on the Site in perpetuity
- 8.2 It is further agreed and declared between the parties that the covenants contained in this Agreement shall not be binding on a mortgagee or chargee in possession of the Affordable Housing Dwellings on the Site or a receiver appointed by such mortgagee or chargee or a bona fide purchaser for value thereof from such a mortgagee or chargee in possession or receiver appointed (except in the case of a purchaser which is a Registered Provider) or the successors in title of such purchaser with the intent that the clauses in this Agreement shall cease to bind Affordable Housing Dwellings on the Site in perpetuity PROVIDED that:-
- (i) such a mortgagee or chargee in possession or receiver appointed exercising any power of sale or leasing shall first use all reasonable endeavours over a period of three months to dispose of the Affordable Housing Dwellings on the Site to a Registered Provider and which Registered Provider shall covenant with the Council in accordance with the clauses in this Agreement that the said mortgagee or chargee or receiver shall as consideration for such disposal always be entitled to the greater of the sums as set out in (ii) below
 - (ii) if any such mortgagee or chargee or receiver is unable within the said period of three months to dispose of the Affordable Housing Dwellings on the Site in accordance with sub clause (i) above they shall next have given notice to the Council offering to transfer the Affordable Housing Dwellings on the Site to the Council at a consideration representing either the Open Market Value thereof (being the value of the Affordable Housing Dwellings unencumbered by this Agreement) at the date of the notice subject to any leases or tenancies then subsisting and as if the clauses in this Agreement were not still in force the amount of such consideration to be agreed between the Council and the mortgagee or chargee or receiver and failing such agreement to be determined by a Member of the Royal Institution of Chartered Surveyors acting as an expert and not as an arbitrator to be appointed by joint agreement of the parties (the costs of his appointment and acting to be met

by the parties in equal shares) or the sum outstanding under any mortgages on the Affordable Housing Dwellings whichever shall be the greater AND either

- (a) the Council shall within 42 days of receipt of the notice given by the mortgagee or chargee or receiver have given notice in writing that it does not wish to acquire the Affordable Housing Dwellings on the Site or shall have failed to respond to such notice; or
- (b) if the Council has served notice on the mortgagee or chargee or receiver pursuant to (a) above and it shall have failed to complete the transfer of the Affordable Housing Dwellings on the Site within eight weeks of the price having been agreed between the Council and the mortgagee or chargee or receiver or, in the absence of such agreement, within eight weeks of the price having been determined by the said expert

9. WAIVER

- 9.1 No waiver (whether express or implied) by the Council or Landowner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or Landowner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10. CHANGE IN OWNERSHIP

- 10.1 The Landowner agrees with the Council to give to the Council as soon as practicably possible written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site by reference to a plan

11. INTEREST

- 11.1 If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment

12. VAT

- 12.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable

13. JURISDICTION

- 13.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales

14. DELIVERY

- 14.1 The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

15. DISPUTE RESOLUTION

- 15.1 In the event of any dispute or difference arising out of this Agreement between the parties (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to a person to be agreed between the parties who is a member of the Royal Institute of Chartered Surveyors or in the absence of agreement on the application of any party to be appointed by the President of the Royal Institute of Chartered

Surveyors such person to act as sole expert in the determination of the dispute or difference and whose decision shall be final and binding upon the parties

Executed as a Deed on the date specified at the commencement of this Agreement

DRAFT SECTION 106 AGREEMENT

FIRST SCHEDULE

Details of the Landowner's Title, and description of the Site

ALL THAT freehold land situate at _____ as the
same is registered with absolute title at HM Land Registry under title number SL
and which is shown edged red on Plan 1:

DRAFT SECTION 106 AGREEMENT

SECOND SCHEDULE

Form of notice of planning permission

Planning Permission reference / / in the form annexed hereto issued pursuant to the Application.

DRAFT SECTION 106 AGREEMENT

THIRD SCHEDULE (Version A)

The Landowner's covenants with the Council

1. Transfer of amenity space

- 1.1 The Landowner covenants with the Council that:
- 1.2 Prior to the Occupation of the Dwelling to be constructed on the Site pursuant to the Application to have laid out, equipped and made available for use the local area of play in accordance with a scheme approved in writing by the Council.

2. Affordable Housing Contribution

- 2.1 The Affordable Housing Contribution comprises financial amounts due in lieu of part-Affordable Housing Dwellings and/or the outcome of other negotiations between the Council and the Landowner in respect of further commuted sum payments
- 2.2 The Landowner covenants with the Council that it shall pay the sum of £ to the Council as the Affordable Housing Contribution prior to the Commencement of Development

3. Affordable Housing Dwellings

- 3.1 The Landowner covenants with the Council that prior to the Commencement Date of the Development it shall submit to the Council written confirmation of the agreed Affordable Housing Dwelling tenures Dwelling types and bedspace numbers on a plot by plot basis
- 3.2 The Landowner covenants with the Council that not less than xxxx of the total number of Dwellings that will have been constructed on the Site pursuant to the Planning Permission will be Affordable Housing Dwellings. The Occupation of those Affordable Housing Dwellings pursuant to sub clause paragraph 3.4.1 of this Schedule shall be triggered by the Occupation of 50% of the Dwellings to be constructed on the Development.
- 3.3 The Landowner covenants with the Council that the Affordable Housing Dwellings shall be made available as Discounted Rent Dwellings (or such other Affordable Housing Dwelling tenure and mix as the Council may approve in writing) to be allocated and Occupied at all times in accordance with the provisions set out in the following sub clauses 3.4.1 to 3.4.5 (inclusive) to this Schedule.
- 3.4 The Landowner covenants with the Council as follows:-
- 3.4.1 (Save in the case where it is the intended Registered Provider) the Landowner shall transfer each of the Discounted Rent Dwellings referred to in sub clause 3.3 of this Schedule to a Registered Provider.
- 3.4.2 Not to permit allocation or Occupation of any of the Discounted Rent Dwellings other than strictly in accordance with the provisions set out in the following sub-clauses 3.4.3 and 3.4.4 of this Schedule.

- 3.4.3 The Discounted Rent Dwellings shall be allocated in accordance with the Council's adopted Housing Allocations Policy and Scheme and advertised as available for Occupation through its preferred Choice Based Lettings System (such policy and scheme and system may be amended and adopted from time to time by the Council upon notification to the Registered Provider).
- 3.4.4 The Discounted Rent Dwellings shall be managed in accordance with such published policies and procedures as may be adopted from time to time by the Registered Provider.
- 3.4.5 The Discounted Rent Dwellings shall at all times be allocated and managed by the Registered Provider in accordance with the requirements of sub-clauses 3.4.3 and 3.4.4 of this Schedule together with the requirements of any Local Lettings Plan agreed in writing by the Council in operation at that particular time.

DRAFT SECTION 106 AGREEMENT

THIRD SCHEDULE (Version B)

The Landowner's covenants with the Council

1. Transfer of amenity space

- 1.1 The Landowner covenants with the Council that:
- 1.2 Prior to the Occupation of the Dwelling to be constructed on the Site pursuant to the Application to have laid out, equipped and made available for use the local area of play in accordance with a scheme approved in writing by the Council.

2. Affordable Housing Contribution

- 2.1 The Affordable Housing Contribution comprises financial amounts due in lieu of part-Affordable Housing Dwellings and/or the outcome of other negotiations between the Council and the Landowner in respect of further commuted sum payments
- 2.2 The Landowner covenants with the Council that it shall pay the sum of £ to the Council as the Affordable Housing Contribution prior to the Commencement of Development

3. Affordable Housing Dwellings

- 3.1 The Landowner covenants with the Council that prior to the Commencement Date of the Development it shall submit to the Council written confirmation of the agreed Affordable Housing Dwelling tenures Dwelling types and bedspace numbers on a plot by plot basis PROVIDED ALWAYS THAT the gross internal floor area for each Affordable Housing Dwelling shall be no less than that prescribed in the Supplementary Planning Document as follows (unless otherwise agreed in writing by the Council):-

- (2) 2 bedspace: 45 to 50 square metres (1 bedroom Dwelling)
- (ii) 3 bedspace: 57 to 67 square metres (2 bedroom Dwelling)
- (iii) 4 bedspace: 67 to 75 square metres (2 or 3 bedroom Dwelling)
- (iv) 5 bedspace: 1 storey 75 to 85 square metres (3 bedroom Dwelling)
- (v) 5 bedspace: 2 storey 82 to 85 square metres (3 bedroom Dwelling)
- (vi) 5 bedspace: 3 storey 85 to 95 square metres (3 or 4 bedroom Dwelling)
- (vii) 6 bedspace: 1 storey 85 to 85 square metres (3 bedroom Dwelling)
- (viii) 6 bedspace: 2 storey 95 to 100 square metres (3 or 4 bedroom Dwelling)

- 3.2 The Landowner covenants with the Council that not less than xxxx of the total number of Dwellings that will have been constructed on the Site pursuant to the Planning Permission will be Affordable Housing Dwellings. The transfer of those Affordable Housing Dwellings pursuant to sub clause 3.4.1 of this Schedule shall be triggered by the Occupation of 50% of the Dwellings to be constructed on the Development.

- 3.3 The Landowner covenants with the Council that the Affordable Housing Dwellings shall be made available as xxxx Discounted Rent Dwellings (or such other Affordable Housing Dwelling tenure and mix as the Council may approve in writing) to be allocated and Occupied by in accordance with the provisions set out in the following clauses 3.4.1 to 3.4.14 (inclusive) to this Schedule.

- 3.4 The Landowner covenants with the Council as follows:-

- 3.4.1 (Save in the case where it is the intended Non-Registered Provider) the Landowner shall transfer each of the Discounted Rent Dwellings referred to in sub clause 3.3 of this Schedule to a Non-Registered Provider.
- 3.4.2 Not to permit the allocation or Occupation of any of the Discounted Rent Dwellings other than strictly in accordance with the procedures set out in the following sub-clauses 3.4.3 to 3.4.14 (inclusive) of this Schedule.
- 3.4.3 The Discounted Rent Dwellings shall at all times be allocated in accordance with the Council's adopted Housing Allocations Policy and Scheme (such policy and scheme may be amended and adopted from time to time by the Council upon notification to the Non-Registered Provider and/or its nominated agent).
- 3.4.4 At the Non-Registered Provider's expense the Discounted Rent Dwellings shall at all times be advertised as available for Occupation through the Council's preferred Choice Based Lettings System (such system may be amended and adopted from time to time by the Council upon prior notification to the Non-Registered Provider) or otherwise as agreed in writing in advance by the Council's Housing Options Service.
- 3.4.5 Prior to the first Discounted Rent Dwelling being advertised as available for Occupation the Council and Non-Registered Provider and/or its nominated agent may together formulate and agree a Local Letting Plan supplementing the provisions of the adopted Housing Allocations Policy and Scheme.
- 3.4.6 Following the operation of sub clauses 3.4.3 to 3.4.5 (inclusive) of this Schedule the Council (currently through its Housing Options Service) shall provide to the Non-Registered Provider and/or its nominated agent a list of applicants to be actively considered for allocation to the Discounted Rent Dwellings and such a list shall indicate the respective housing need of those applicants.
- 3.4.7 All information provided to The Non-Registered Provider and/or its nominated agent pursuant to this Schedule shall remain strictly confidential between those parties and the Non-Registered Provider shall comply with the provisions of the Data Protection Act 1998 in relation to such information.
- 3.4.8 The Non-Registered Provider and/or its nominated agent shall at all times only offer or grant a tenancies for Discounted Rent Dwellings to applicants from the list referred to in sub-clause 3.4.6 of this Schedule and strictly in accordance with the Council's Housing Allocation Policy and Scheme PROVIDED THAT it shall at all times be entitled to decline to allocate to any person who owes it a financial debt or to a former tenant it has previously evicted due to a breach of tenancy.
- 3.4.9 If an applicant disagrees with an allocation decision made by the Non-Registered Provider and/or its nominated agent about their application for Occupation of a Discounted Rent Dwelling they shall have the right to request a review of that decision in accordance with the provisions of sub clause 3.4.10 and 3.4.11 of this Schedule.
- 3.4.10 The applicant must apply for a review in writing to The Service Manager for Housing, Health and Wellbeing at Shropshire Council at Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND (or their nominated representative) within 10 working days of the unfavourable decision being notified to them in writing by either the Council or the Non-Registered Provider and/or its nominated agent.

- 3.4.11 The Non-Registered Provider and/or its nominated agent shall review the case jointly with Shropshire Council and provide a written response to the applicant within 15 working days of a written request for a review being received. This decision will be final and binding upon all parties.
- 3.4.12 Rents for Discounted Rent Dwellings shall be determined jointly by the Council and the Non-Registered Provider and/or its nominated agent at the commencement of each tenancy and shall be a no greater than eighty percent (80%) of the Market Rent for the Dwelling or the maximum amount of local housing allowance payable for the Dwelling (whichever is the lower).
- 3.4.13 Rents for Discounted Rent Dwellings shall be charged monthly in advance and no further monies by way of either tenancy deposit or rent in advance shall be payable by the Occupier.
- 3.4.14 Rents for Discounted Rent Dwellings shall be reviewed once annually by the Non-Registered Provider and/or its nominated agent with any applicable increase being applied in April each year or at the anniversary of individual tenancies PROVIDING ALWAYS THAT the Occupier shall be given no less than 8 weeks notice in writing of an increase in the rent for the Dwelling.

DRAFT SECTION 106 AGREEMENT

FOURTH SCHEDULE

The Council's Covenants

Issue of Planning Permission

1. The Council hereby covenants with the Landowner that it shall issue the Planning Permission within 14 days of the date of this Agreement

Discharge of obligations

2. At the written request of the Landowner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

Repayment of Contributions

3. The Council covenants with the Landowner that if after a period of 10 years from the date of receipt of the final instalment of the Affordable Housing Contribution, it, or any part thereof, remains unspent or unallocated it shall repay such unspent or unallocated sum to the party that initially made the payment to the Council

Use of Contributions

4. The Council covenants with the Landowner that it shall use the Affordable Housing Contribution to facilitate the provision of additional affordable and/or supported housing within the administrative area of the Council

Executed as a Deed on the date specified at the commencement of this Agreement

THE COMMON SEAL OF)
)
was affixed in the presence of:-)

Authorised Signatory

The **COMMON SEAL** of)
SHROPSHIRE COUNCIL)
was hereunto affixed)
in the presence of:-)

Authorised Signatory

DRAFT SECTION 106 AGREEMENT