

NB. THE FOLLOWING SCHEDULES WILL BE USED AS NECESSARY WITH THE STANDARD AGREEMENT

**THE [FIRST] SCHEDULE
AFFORDABLE HOUSING**

PART A ON-SITE PROVISION

The following definitions relating to Affordable Housing shall have the following meanings throughout this Agreement <i>(Nb. Definitions can be deleted if not used)</i>	
“Access”	means the provision of roads footpaths and cycleways to an adoptable standard together with all such rights and easements as are necessary to facilitate the construction and occupation of any Affordable Housing Unit unless and until the said roads footpaths and cycleways have been adopted as public highway
“Affordable Housing”	Means Dwellings to be provided on the Affordable Housing Site comprising: <i>[insert relevant details of types and tenures including (where relevant) plot numbers] or [in accordance with the Affordable Housing Scheme]</i> and “Affordable Housing Unit” shall mean a single unit of Affordable Housing
“Affordable Housing Contribution”	Means a sum of money representing the value of the Affordable Housing Site as determined by the Site Valuation Exercise

<p>“Affordable Housing Site”</p>	<p>Means such part or parts of the Land [shown edged/coloured [yellow] on the Plan] or [as have been identified in the approved plans for the Development for the provision of Affordable Housing] or [as shown or otherwise identified in any detailed plans approved by The Council pursuant to the Application]^[1]</p>
<p>“Affordable Housing Scheme”</p>	<p>Means a detailed scheme approved by the Council for the provision of Affordable Housing on the Development which includes a timetable and programme for it’s implementation. Such Affordable Housing Scheme to comprise not less than 30% in total of all Dwellings comprising a mix (as detailed in the Affordable Housing Scheme) of Social Rented Housing, Shared Ownership Housing, Key Worker Housing, Discounted Dwellings, New Build Homebuy, <i>[nb. Delete as necessary]</i></p>
<p>“Clean Condition”</p>	<p>means free from any contamination which would (in the reasonable opinion of the Council) prejudice the use of the Affordable Housing Site for the purposes of providing Affordable Housing</p>
<p>“Discounted Dwellings”</p>	<p>Means: (a) rented housing to be provided by a</p>

	<p>Registered Social Landlord through assured tenancies at rent levels of at least 25% below current market rents for similar properties, and/or</p> <p>(b) housing for sale at a price at least 25% less than similar properties as valued at the time of sale</p> <p>unless the Council agrees that a lower percentage deduction may be applied to such rent levels or price taking into consideration inter alia housing prices in Peterborough and the viability of the Development</p>
“Dwelling”	Means any self-contained bungalow house or flat constructed on the Land pursuant to the Permission and “Dwellings” shall be construed accordingly
“Key Worker”	means a person falling into the category of Key Worker as defined by the Housing Corporation from time to time or as agreed between the Registered Social Landlord and the Council
“Key Worker Housing”	means Dwellings provided for Key Workers by way of: <ul style="list-style-type: none"> (i) assured shorthold tenancy, or (ii) Housing Corporation approved shared ownership lease, or as New Build Homebuy
“New Build Homebuy”	means a scheme whereby purchasers qualifying for Affordable Housing

	<p>(i) will buy a minimum initial purchase of 25 percent of the equity of a newly built Dwelling and a Registered Social Landlord will hold the remainder of the equity. The Registered Social Landlord will be able to levy a charge of 3.00 percent on their equity. A lower target average for the charge will be set at 2.75 percent</p> <p>(ii) may buy further shares in the Dwelling when they can afford to do so – a process known as “staircasing”. The purchase of such further shares will be at market value</p> <p>or such other scheme that may subsequently be introduced with the purpose of meeting the objective of providing this form of Affordable Housing</p>
<p>“Open Market Dwelling”</p>	<p>Means any Dwelling upon the Land which is not an Affordable Housing Unit</p>
<p>“Peterborough Strategic Partnership”</p>	<p>Means the partnership arrangement now in force or any replacement thereof between the Council as Local Housing Authority and certain Registered Social Landlords to facilitate the provision of Affordable Housing throughout the Council’s administrative area</p>
<p>“Registered Social Landlord”</p>	<p>Means a registered social landlord registered with the Housing Corporation</p>

	<p>or any successor authority as referred to in sections 1, 2 and 3 of the Housing Act 1996 or, if there is any statutory modification or change to such legislation, any landlord providing social housing whose status and functions are similar to such a Registered Social Landlord</p>
<p>“Site Valuation Exercise”</p>	<p>Means an exercise undertaken in accordance with the provisions of Paragraph 6 to determine the value of the Affordable Housing Site at the time of the giving of the notice referred to in paragraph 4. on the assumption that the Affordable Housing Site is at the time of the Site Valuation Exercise fully serviced and with access all in accordance with the requirements of this schedule</p>
<p>“Services”</p>	<p>means (without prejudice to the generality of this expression) domestic electricity telephone gas water foul drainage surface water drainage all of a capacity suitable to serve the Affordable Housing</p>
<p>“Service Installations”</p>	<p>means (without prejudice to the generality of this expression) all sewers drains culverts channels outlets mains wires cables ducts flues soakaways substations regulator valves and all other infrastructure requirements whatsoever necessary for the supply of Services</p>
<p>“Shared Ownership Housing”</p>	<p>means Affordable Housing provided by or under arrangements with a Registered</p>

	Social Landlord for lease on a shared equity basis to individual occupiers who have the right, subject to statute and/or the rules of such Registered Social Landlord, to acquire the freehold of the unit by the purchase of further shares over time
“Social Rented Housing”	means those Affordable Housing Units provided as subsidised low cost rented accommodation to qualifying persons

1. There shall be no Implementation unless and until the Affordable Housing Scheme has been approved by the Council (approval not to be unreasonably withheld or delayed) and thereafter the Affordable Housing Scheme shall be complied with in full unless the Council agrees otherwise in writing

2. No more than **[express as number or percentage as appropriate]** Open Market Dwellings shall be occupied unless and until either,
 - 2.1 the Affordable Housing Site has been conveyed/transferred to a Registered Social Landlord in a Clean Condition together with all Services Service Installations and Access provided up to at least the boundary of the Affordable Housing Site so as to be available in all aspects for the provision of Affordable Housing, or
 - 2.2 the Owner has entered into a contract with a Registered Social Landlord in a form approved by the Council for the provision by the Owner of Affordable Housing on the Development for the subsequent transfer of the Affordable Housing to the Registered Social Landlord and such contract includes a timetable and programme as referred to in paragraph 1. of this schedule

In the event that:-

- 3.1 The Owner fails to convey/transfer the Affordable Housing Site or to enter into a contract as required by paragraph 2. of this schedule subject to the provisions of paragraph 4, or
- 3.2 Construction of the Affordable Housing has not commenced within [2] years of completion of either the said conveyance/transfer or the said contract (whichever is the later), or
- 3.3 Subject to force majeure the construction of the Affordable Housing has not been completed within [3] years after either the completion of the said transfer/conveyance or the said contract (whichever is the later)

The requirements of paragraph 4. Shall apply

Where any of the circumstances described in paragraph 3. have arisen and the Council is reasonably satisfied:-

- 4.1 The failure to comply with paragraph 2. will prevent the provision of Affordable Housing on the Affordable Housing Site in accordance with the said timetable and programme (or such variation thereof as the Council may reasonably agree), or
- 4.2a a court of competent jurisdiction holds that Paragraph 2 of this Deed is either unlawful or unenforceable for any reason

then the Council may by notice in writing served upon the Owner or the owner for the time being of the Affordable Housing Site require the transfer

of the Affordable Housing Site to the Council together with all Services Service Installations and Access (save for any Affordable Housing Units which have been completed and are being managed by a Registered Social Landlord) and the provisions of paragraphs 10 to 15 inclusive and the [Eighth] Schedule of this Agreement shall apply to such transfer

In the event that the Owner provides reasonable written evidence of its attempts to comply with the requirements of paragraph 2. And the Council is reasonably satisfied after making any inquiries considered necessary that the failure to so comply is due to either

5.1 the non-availability of a Registered Social Landlord willing to enter into arrangements as described in paragraph 2 or any necessary funding and is in no respect attributable to any act or default of the Owner, or

5.2 the unreasonable delay or default of the Registered Social landlord in entering into or completing arrangements as described in paragraph 2

the Council shall notify the Owner in writing that the Affordable Housing Site can be used for the provision of Open Market Dwellings

As soon as practicable following the giving of the notice referred to in paragraph 4 the Council shall with the agreement of the Owner appoint an independent valuer to conduct a Site Valuation Exercise or in the absence of agreement as to such appointment each party shall appoint their own valuer to conduct the Site Valuation Exercise by negotiation

The Site Valuation Exercise shall be completed within 30 days of the giving of the notice referred to in paragraph 4 and if in the opinion of the independent

valuer or the valuer appointed by either party as appropriate any failure to complete the Site Valuation Exercise within this period is due to the unreasonable delay or obstruction of either party or their valuer any increased costs (as determined by the independent valuer or parties valuer as appropriate) incurred by the innocent party shall be a debt due to the innocent party recoverable by action if necessary

Within 20 Working Days of the completion of the Site Valuation Exercise the Owner shall pay to the Council the Affordable Housing Contribution Index Linked from the date of the giving of the notice referred to in paragraph 4 until the date of payment together with the Council's costs of the Site Valuation Exercise

The Affordable Housing Contribution shall be used or applied by the Council for or towards the provision by the Council or a Registered Social Landlord of Affordable Housing within the administrative area of the Council

Where the Council has acquired the Affordable Housing Site under the provisions of Paragraph 4. above the Affordable Housing Site shall be used by the Council (or by any other party lawfully having occupation of the Affordable Housing Site in succession to the Council or under arrangements entered into with the Council) solely for the provision of Affordable Housing and in accordance with the Affordable Housing Scheme

11 The Social Rented Housing shall be occupied only by virtue of assured tenancies pursuant to the Housing Act 1988 and Housing Act 1996 (or such other form of tenancy as may from time to time be prescribed by statute as offering residential tenants of Registered Social Landlords a similar measure of security of tenure) or on such other basis as is commonly used by Registered Social Landlords for the provision of general needs accommodation in accordance with best practice or on

such other basis as may from time to time be approved in writing by the Council

12 The Shared Ownership Housing shall be occupied only by virtue of the Housing Corporation Approved Shared Ownership Lease or Assured Shorthold Tenancies pursuant to the Housing Act 1988 as amended by the Housing Act 1996 or such other form of tenancy as may from time to time be prescribed by statute shall replace them (or on such other basis as may from time to time be approved in writing by the Council)

13 So far as legally possible any Dwelling constructed upon the Affordable Housing Site shall in the case of the Social Rented Housing be excluded from any arrangements whereby tenants may “swap” tenancies (unless a tenant who wishes to swap and move into one of the said dwellings meets all the criteria referred to in this Deed)

14 The Dwellings to be built upon the Affordable Housing Site shall be constructed:-

(a) externally in accordance with the Permission

(b) in accordance with the Building Regulations and with the benefit of NHBC Certificate

(c) in the case of Social Rented Housing internally in accordance with at least such specifications and standards as may from time to time be published by the Housing Corporation unless waiver is secured from the Housing Corporation

15 Subject to the foregoing paragraphs and paragraph 17 below the Affordable Housing to be constructed on the Affordable Housing Site shall

at all times be occupied and managed in accordance with the objectives of a Registered Social Landlord and in respect of the Social Rented Housing in accordance with such published housing waiting list and allocation system as may be adopted by such Registered Social Landlord from time to time

A transfer of the Affordable Housing Site under the provisions of Paragraph 4. above shall be upon the following terms and conditions:-

- (a) The transfer shall be subject to a covenant that the Affordable Housing Site shall be used solely for the provision of Affordable Housing in accordance with the terms of this Agreement but not further or otherwise and in particular the Council shall not be prevented from disposing of the Affordable Housing Site by way of sale or sub-sale to a Registered Social Landlord of its own choosing
- (b) Save so far as the provisions thereof are not inconsistent with this Paragraph the terms and conditions referred to in the Eighth Schedule of this Deed shall apply to such transfer

It is hereby agreed and declared that the obligations contained in this Agreement shall:

17.1 With the exception of the obligations contained in this present schedule not be enforceable against any Registered Social Landlord being the owner of the Affordable Housing Site or any part thereof or the successors in title of such Registered Social Landlord, or

17.2 Not be enforceable against any mortgagee or chargee of a Registered Social Landlord or any receiver appointed by any such

mortgagee or chargee or any person or persons deriving title to or an interest in the whole or any part of the Affordable Housing Site from such mortgagee chargee or receiver ; and

17.3 Not be enforceable against any owner or occupier of an Affordable Housing Unit who acquires a freehold or leasehold interest in such unit by virtue of any statutory entitlement; and

17.4 Not be enforceable against any owner or occupier of any Affordable Housing Unit demised or to be demised by way of Shared Ownership Lease once “staircasing out” has been effected whereby the leaseholder acquires a 100% equity share in the Dwelling and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to someone else; and

17.5 Be suspended in respect of any unit of accommodation demised or to be demised by way of shared Ownership lease where the shared Ownership lessee wants to transfer his interest has complied with the nomination provisions (if any) of the shared Ownership lease and has first offered to sell his interest to a nominee of the Registered Social Landlord and the Registered Social Landlord has been unable or unwilling to provide a nominee within the time period specified in the shared Ownership lease or such nominee has not exchanged contracts to acquire the lessee’s interest within the time period specified within such shared Ownership lease

PART B CONTRIBUTION

1. The Council being satisfied that it would not be possible or would be unreasonable for the Owner to provide Affordable Housing within the Development has agreed to accept from the Owner a Contribution in lieu of such provision and the following paragraphs apply to such Contribution
2. Prior to the occupation of the [first] Open Market Dwelling the Owner will pay to the Council a Contribution in the sum of [THOUSAND POUNDS (£)] in lieu of the provision of Affordable Housing within the Development
3. The Council will use the Contribution for or towards the provision of Affordable Housing within the administrative area of the Council and in accordance with any adopted strategy of the Council for the time being regulating the use of such Contribution