

## OUTLINE APPLICATIONS

- The Affordable Housing Units shall comprise 40% of the total of all Housing Units constructed in accordance with the Permission
- The Affordable Housing Units will be positioned on the Land in [?] separate groups the groups will not be contiguous and each group will not comprise more than [?] Affordable Housing Units
- The tenure mix of Affordable Housing Units will be 70% [*type of rented tenure*] Rented Units and 30% Shared Ownership Units
- The type and mix of the Affordable Housing Units to be agreed between UDC and the Owner prior to submission of any reserved matter application/full application for the Development [*agreement not to be unreasonably withheld or delayed*]
- The tenure of each Affordable Housing Unit to be agreed in writing between the Approved Body and UDC in accordance with UDC Affordable Housing Strategy in force at the time and before the Occupation of any Affordable Housing Unit [*agreement not to be unreasonably withheld or delayed*]
- Prior to the Occupation of the [?] Open Market Housing Unit constructed on the Land the Affordable Housing Units shall be substantially completed and ready for Occupation and transferred to an Approved Body as a freehold estate [or leasehold with a minimum of a 125 year lease]
- Thereafter no Affordable Housing Unit shall be Occupied unless there is compliance with the following clauses/paragraphs [ ] (*nomination provisions*):
  - Upon completion of the Affordable Housing Units and thereafter the Approved Body will allocate each Affordable Housing Unit to a person nominated by UDC in accordance with the following provisions;
  - Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of a [ ] Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved

Body will give notice thereof to UDC as regards the Affordable Rented Unit and the HomeBuy Agent as regards the Shared Ownership Unit;

- Within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC of receiving the notice from the Approved Body under the provisions of clause [ ] of this agreement as regards a [ ] Rented Unit UDC will give details of the Nominated Person for each [ ] Rented Unit to the Approved Body;
- Upon receiving details of the Nominated Person under the provisions of clause [ ] of this agreement from UDC the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC offer to grant the tenancy of the [ ] Rented Unit to the Nominated Person
- Comply with the requirements of the HomeBuy Agent as to the transfer and lease of the Shared Ownership Unit to the Nominated Person
- If UDC or the HomeBuy Agent fail to give details of a Nominated Person under the provisions of clause [ ] of this agreement the Approved Body shall have the right to grant a [ ] Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Provider to be in need of an Affordable Housing Unit.
- Where UDC or the HomeBuy Agent fail to give details of a Nominated Person under the provisions of clause [ ] of this agreement and the Approved Body does not have notice or details of an Eligible Person who it can nominate or house pursuant to clause [ ] the Approved Body may grant a tenancy of a [ ] Rented Unit or a transfer and lease of a Shared Ownership Unit to any person who it considers to be in need of an Affordable Housing Unit and who complies with its lettings policy

- In respect of any of the [ ] Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units UDC shall in accordance with [ ] above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% (seventy-five per cent) of such vacant [ ] Rented Units
- The terms of the tenancy agreements for the [ ] Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of the Homes and Communities Agency
- The Approved Body will not:
  - Transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or an occupier of a [ ] Rented Unit who has exercised the right to acquire) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this agreement;
  - Sell let or dispose of any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with clauses [ ] of this agreement
- The Approved Body will give UDC one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable Housing Unit to an occupier of a Shared Ownership Unit or an occupier of [ ] Rented Unit who has exercised the right to acquire

[*Mortgagee in Possession clause sample*] it is hereby agreed that the provisions of this Agreement shall not be binding upon nor enforceable against the following:-

a mortgagee in possession of the Affordable Housing Land or any part thereof exercising its power of sale;

any tenant of an Affordable Housing Unit exercising a statutory or voluntary right to buy or right to acquire pursuant to the Housing Act 1985 or the Housing Act 1996 or any statutory amendment modification or re-enactment thereof or exercising a statutory right to acquire an Affordable Housing Unit or through any voluntary purchase scheme promoted by the Homes and Communities Agency or any other public body;

any lessee pursuant to a shared ownership lease whether or not such lessee has staircased to 100% ownership

the successors in title to the persons or bodies referred to in paragraphs [ ] above

- If the Affordable Housing Units are vested or transferred to another provider pursuant to a proposal made by the Homes and Communities Agency pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Agreement shall continue (notwithstanding clause [ ] above) in respect of such other provider
- Should the Homes and Communities Agency be abolished and its functions not be replaced by any other statutory body UDC shall fulfil the functions of the HomeBuy Agent

## FULL APPLICATIONS

- The [number] Affordable Housing Units will be of the following type:  
[ ]  
Comprising plots [ ] inclusive
- The tenure mix of the Affordable Housing units shall be 70% [*type of rented tenure*] Rented Units and 30% Shared Ownership Units
- Before the Occupation of first (1<sup>st</sup>) Affordable Housing Unit the tenure for each Affordable Housing Unit is to be agreed in writing between the

Approved Body and UDC in accordance with UDC Affordable Housing Strategy in force at the time [*agreement not to be unreasonably withheld or delayed*]

- Not to allow or permit the Occupation of the [ ] Open Market Housing Unit constructed on the Land until the [ ] Affordable Housing Units have been substantially completed and are ready for Occupation and transferred to the Approved Body as a freehold estate [or leasehold estate with a minimum of a 125 year lease]
- Thereafter no Affordable Housing Unit shall be Occupied unless there is compliance with the following clauses/paragraphs [ ] (*nomination provisions*):
  - Upon completion of the Affordable Housing Units and thereafter the Approved Body will allocate each Affordable Housing Unit to a person nominated by UDC in accordance with the following provisions;
    - Not later than twenty (20) Working Days from the date of completion of each Affordable Housing Unit or a notice from a tenant of a Affordable Rented Unit that he wishes to relinquish his tenancy or a Leaseholder of a Shared Ownership Unit wishes to sell his interest of an Affordable Housing Unit the Approved Body will give notice thereof to UDC as regards the Affordable Rented Unit and the HomeBuy Agent as regards the Shared Ownership Unit;
    - Within twenty ((20) Working Days or such other time as is agreed between the Approved Body and UDC of receiving the notice from the Approved Body under the provisions of clause [ ] of this agreement as regards a [ ] Rented Unit UDC will give details of the Nominated Person for each [ ] Rented Unit to the Approved Body;
    - Upon receiving details of the Nominated Person under the provisions of clause [ ] of this agreement from UDC the Approved Body will within twenty (20) Working Days or such other time as is agreed between the Approved Body and UDC

offer to grant the tenancy of the [ ] Rented Unit to the Nominated Person

- Comply with the requirements of the HomeBuy Agent as to the transfer and lease of the Shared Ownership Unit to the Nominated Person
- If UDC or the HomeBuy Agent fail to give details of a Nominated Person under the provisions of clause [ ] of this agreement the Approved Body shall have the right to grant a [ ] Rented Unit tenancy or a transfer and lease of a Shared Ownership Unit to any Eligible Person who is considered by the Provider to be in need of an Affordable Housing Unit
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- In respect of any of the [ ] Rented Units becoming vacant after the initial allocation following the completion of the Affordable Housing Units UDC shall in accordance with [ ] above be given the sole opportunity by the Approved Body to nominate the Nominated Persons up to a maximum of 75% (seventy-five per cent) of such vacant [ ] Rented Units
- The terms of the tenancy agreements for the [ ] Rented Units and the terms of the transfers and leases of the Shared Ownership Units shall be in accordance with the regulations and guidance of the Homes and Communities Agency
- The Approved Body will not:
  - Transfer the freehold or leasehold interest in the Land on which the Affordable Housing Units are constructed or any Affordable Housing Unit (save for a transfer of the freehold interest of an

Affordable Housing Unit to an occupier of a Shared Ownership Unit who has acquired 100% of the freehold interest or an occupier of a [ ] Rented Unit who has exercised the right to acquire) to any person firm or company other than an Approved Body and the transfer to the Approved Body shall include a covenant that the Approved Body comply with the terms of this agreement;

- Sell let or dispose of any Affordable Housing Unit or allow or permit or suffer any Affordable Housing Unit to be sold let or disposed of other than in accordance with clauses [ ] of this agreement
- The Approved Body will give UDC one month's written notice of the intended transfer of the freehold or leasehold interest in the Land or of any Affordable Housing Unit to another Approved Body for the avoidance of doubt this does not include the transfer of the freehold or leasehold interest in an Affordable Housing Unit to an occupier of a Shared Ownership Unit or an occupier of [ ] Rented Unit who has exercised the right to acquire

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any tenant of an Affordable Housing Unit exercising a statutory or voluntary right to buy or right to acquire pursuant to the Housing Act 1985 or the Housing Act 1996 or any statutory amendment modification or re-enactment thereof or exercising a statutory right to acquire an Affordable Housing Unit or through any voluntary purchase scheme promoted by the Homes and Communities Agency or any other public body;

any lessee pursuant to a shared ownership lease whether or not such lessee has staircased to 100% ownership

the successors in title to the persons or bodies referred to in paragraphs [ ] above

- If the Affordable Housing Units are vested or transferred to another provider pursuant to a proposal made by the Homes and Communities Agency pursuant to Section 152 of the Housing and Regeneration Act 2008 then the provisions of this Agreement shall continue (notwithstanding clause [ ] above) in respect of such other provider
- Should the Homes and Communities Agency be abolished and its functions not be replaced by any other statutory body UDC shall fulfil the functions of the HomeBuy Agent

## DEFINITIONS

- “the Land” shall mean the land at [ ] shown on the Plan edged in red
- “Affordable Housing Units” shall mean the units of accommodation to be constructed on the Land for persons unable to compete for housing on the open market
- “Affordable Rented Units” shall mean rented housing provided by an Approved Body that has the same characteristics as social rented housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to those in identified housing need at a rent of up to 80% of local market rents inclusive of service charges
- “Approved Body” shall mean any registered provider registered with the Homes and Communities Agency or successor organisation any body organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or any other body organisation or company approved by UDC and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
- “the Development” shall mean the development authorised by the Permission
- “Eligible Person” shall mean a person or persons considered by the Approved Body to be in need of an Affordable Housing Unit who is unable



to compete in the normal open market for property in the District of Uttlesford and who (or one of whom) was born in the District of Uttlesford and/or lives in the District of Uttlesford and/or used to live in the District of Uttlesford but has been forced to move away because of a lack of affordable housing in the area and/or is employed in socially beneficial employment or is a Key Worker as defined by UDC in their current keyworker survey in the District of Uttlesford and/or has a parent or children who live in the District of Uttlesford

- “HomeBuy Agent” shall mean the zone agent keeping a register of persons seeking shared ownership dwellings for Essex
- “Homes and Communities Agency” shall mean the body set up by section 1 of the Housing and Regeneration Act 2008 or any successor organisation
- “Index” shall mean the Index of Retail Prices compiled and published by Her Majesty’s Government from time to time
- “Intermediate Tenure” shall mean the tenure of the Affordable Housing which may be as an Affordable Rented Unit or as a Shared Ownership Unit and the tenure at any time for each Affordable Dwelling identified as being of Intermediate Tenure in accordance with [Schedule ?] of this agreement shall be agreed in writing between UDC and the relevant Approved Body such agreement not to be unreasonably withheld or delayed
- “Key Worker” shall mean persons employed in roles identified in the Uttlesford Key Worker Survey Final Report 2005 for the District of Uttlesford
- “Leaseholder” shall mean the persons or persons to whom an Affordable Housing Unit is allocated and sold as a Shared Ownership Unit by the Approved Body in accordance with this agreement
- “Nominated Person” shall mean a person or persons nominated by UDC from their housing register to be offered an Affordable Housing Unit by the Approved Body
- “Occupation” Shall mean occupation of a building constructed as part of the development of the Land for the purposes permitted by the Permission and shall not include day time occupation by workmen involved in the construction of the buildings the use of finished buildings for sales

purposes for use as temporary offices or for the storage of plant and material

- “Open Market Housing Units” shall mean the dwellings to be constructed in accordance with the Permission which are not Affordable Housing Units
- “the Permission” shall mean the planning permission (a draft of which is annexed at Schedule 1) granted by UDC in respect of the Planning Application
- “the Planning Application” shall mean the application made by the Developer under reference number UTT/[ ] for [*description of application*]
- “Shared Ownership Units” shall mean Affordable Housing Units which will be offered for shared ownership by the Owner to persons in need of affordable housing in accordance with Schedule [ ]
- “Working Days” shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year’s Day