



LOCAL DEVELOPMENT FRAMEWORK FOR CRAVEN DISTRICT
OUTSIDE THE YORKSHIRE DALES NATIONAL PARK

Craven District Council

SUPPLEMENTARY PLANNING DOCUMENT

AFFORDABLE HOUSING PROVISION WITHIN GENERAL HOUSING DEVELOPMENTS

CONSULTATION DRAFT



OCTOBER 2006

Significant numbers of people are finding they cannot afford to buy or rent suitable housing on the open market, especially in areas like Craven, where property prices are relatively high. Most people know about current difficulties facing first-time buyers, but a wider range of people can be affected across all sections of society. When the open market does not, or cannot, supply housing at an affordable price, imbalances will occur in local housing markets, which can have serious knock-on effects on peoples' lives, on communities and on local economies. The problem, however, is a national one and for society as a whole. Therefore, policies have been introduced at national, regional and local level, aimed at restoring a greater balance between the demand for and supply of "Affordable Housing". In practice, this means that many local planning authorities will now require a significant proportion of affordable housing to be provided in most new housing developments.

SUMMARY: QUICK REFERENCE GUIDE



Craven is an area of high need for affordable housing, because of the gap between house prices and what people can afford.



All new developments of more than 15 dwellings must provide affordable housing with at least 40% of those dwellings being affordable. Smaller developments must also provide affordable housing if there are no larger developments in the area.



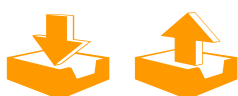
At present, Craven needs to boost provision of Social Rented dwellings by aiming for an overall district-wide affordable housing target of 70% Social Rented and 30% Discounted for Sale or Low Cost Home Ownership.



Affordable and market housing should be mixed together and of the same standard.



Planning rules should be clear, open and the same for everybody and should be backed up by proper evidence.



Planning applications should be prepared properly, in line with this document and should help the planning system to work quickly and produce the right results.

How is Affordable Housing to be Provided?

1. Housing developers must include affordable housing in their proposals. If a developer wishes to receive planning permission for more than 15 dwellings (new build, conversion or change of use), he must ensure that at least 40% will be affordable.
2. A requirement for affordable housing is normally imposed by means of a legal agreement between the local planning authority and the developer. These agreements are referred to as Planning Obligations or Section 106 Agreements and are entered into when the planning permission is granted.

What Affordable Housing is to be Provided and Where?

3. In Craven, most affordable housing falls into three main categories of tenure: Social Rented, Discounted for Sale and Low Cost Home Ownership. Typically, Social Rented properties are owned and operated by Housing Associations, Discounted for Sale properties are owner-occupied and Low Cost Home Ownership properties involve some kind of shared equity scheme or similar arrangement, such as the Government's "HomeBuy". Craven's aim is to secure an affordable housing tenure split of 70% Social Rented and 30% Discounted for Sale and/or Low Cost Home Ownership.
4. Table 1 (p.4) gives a broad indication of what affordable housing is needed and where. For example, in the Aire Valley with Lothersdale Ward, affordable housing is required at the rate of 35 units per year from 2005 to 2010, split into 25 Social Rented and 10 Discounted for Sale/Low Cost Home Ownership.
5. Table 2 (p.5) indicates the level of discount that is likely to be required for Discounted for Sale properties in different locations around the district. For example, in the Aire Valley with Lothersdale Ward, Discounted for Sale properties are likely to require a discount of 47% from open market value.

Who is to Provide Affordable Housing?

6. Social Rented and Low Cost Home Ownership properties are usually built by a developer and then sold to a Housing Association. In order for this to work properly, the developer should get together with a Housing Association before drawing up any detailed plans. Early contact with a Housing Association will enable things like design and price to be agreed and included in proposals submitted for planning permission. If planning permission is granted, the attached Section 106 Agreement will require the transfer of specific properties to the Housing Association at a set price.
7. Discounted for Sale properties are usually built by a developer and then sold at a discount directly to private individuals who qualify for affordable housing. If planning permission is granted, the attached Section 106 Agreement will set the discount and make it permanent (restricting the re-sale value) and will specify who qualifies to occupy the properties.

Table 1: Number of Affordable Dwellings Required by Ward Per Annum for Period 2005-2010

Ward	Total number of dwellings required	Number for Social Renting (70%)	Number for Discounted for Sale and Low Cost Home Ownership (30%)
Aire Valley with Lothersdale	35	25	10
Barden Fell	3	2	1
Bentham	10	7	3
Cowling	6	4	2
Embsay-with-Eastby	9	6	3
Gargrave and Malhamdale	20	14	6
Glusburn	29	20	9
Hellifield and Long Preston	8	6	2
Ingleton and Clapham	16	11	5
Penyghent	0	0	0
Settle and Ribblebanks	10	7	3
Skipton (E., N., S. & W.)	47	33	14
Sutton-in-Craven	26	18	8
West Craven	19	13	6

Figures are indicative, based on goals for the district as a whole and relate to the Craven LDF plan area only. The table provides a broad indication of the geographical spread of housing need across the plan area. Figures for individual Wards should not be viewed as separate targets, but as a guide to achieving overall affordable housing goals. All eligible sites are required to provide affordable housing to help meet the housing needs of the plan area. It may be necessary to group Wards into sub-areas for the purposes of assessing local housing need – this will form part of pre-application discussions. In Wards split by the Yorkshire Dales National Park boundary or in locations close to the boundary, any additional need identified locally within the national park may need to be taken into account.

Table 2: Indicative Percentage Discounts by Ward for Affordable Housing to be Offered for Sale by Developers (Discounted for Sale)

Ward	A. Average entry-level house price	B. Average income of households unable to afford	C. House price affordable on that income	D. Indicative discount from open market value
Aire Valley with Lothersdale	£120,000	£18,145	£63,506	47%
Barden Fell	£180,000	£25,626	£89,691	50%
Bentham	£110,000	£14,157	£49,548	55%
Cowling	£110,000	£14,692	£51,423	53%
Embsay-with-Eastby	£180,000	£24,186	£84,650	53%
Gargrave and Malhamdale	£150,000	£16,681	£58,383	61%
Glusburn	£120,000	£15,057	£52,700	56%
Hellifield and Long Preston	£150,000	£17,885	£62,596	58%
Ingleton and Clapham	£150,000	£16,999	£59,495	60%
Penyghent	£150,000	£18,431	£64,510	57%
Settle and Ribblebanks	£150,000	£16,801	£58,802	61%
Skipton (E., N., S. & W.)	£120,000	£14,644	£51,255	57%
Sutton-in-Craven	£110,000	£13,443	£47,051	57%
West Craven	£150,000	£17,262	£60,417	60%

Figures are indicative only. Actual discounts will be confirmed on a case-by-case basis and will form part of pre-application discussions. Wards are wholly or partly within the plan area. Average entry-level house prices (A) are based on sales of terrace houses in 2004 and are updateable. Income data (B) are from the Craven 2005 Housing Needs Survey and are updateable. House price affordability (C) is based on a household having at least a 5% deposit/ maximum 95% mortgage and having to spend no more than 30% of its gross equivalent income on mortgage payments. Indicative discounts from open market value (D) are calculated using the following formula: $D = 100 - (C/A \times 100)$.

Planning Applications

8. It is important for the planning system to run as smoothly as possible and within time limits imposed by the Government. Most planning applications involving the provision of affordable housing must be decided within 13 weeks. Whilst this should be enough it is not generous, as this kind of planning application requires a potentially complex Section 106 Agreement and approval by the Council's planning committee. Therefore, those 13 weeks must be used efficiently with all unnecessary delays avoided. This means that the time available before the application is submitted – the pre-application stage – is especially important and must be used to its best advantage. Therefore the Council expects developers, their Housing Association partners and Council officers to discuss affordable housing requirements and to carry out all preparatory work during the pre-application stage. This must not be left until after the application has been submitted, as it is likely to result in unacceptable delay.
9. Guidance on pre-application discussions, planning applications and Section 106 Agreements has been placed in the appendices at the end of this document. The Council expects this guidance to be followed, in the interests of ensuring a smooth and efficient process.
10. **Appendix A** contains two standard procedures in the form of flow-charts. The first is a guide to pre-application discussions between Council officers, developers and Housing Association partners. The second is a guide to the planning application process. Each procedure provides a simple step-by-step guide setting out the main stages involved and the Council's expectations.
11. **Appendix B** contains two standard forms. First is the Statement of Affordable Housing Requirements, which will be filled in during the pre-application discussion. A copy will be given to everyone involved. It will provide a clear "officer opinion" about what is required based on the Council's affordable housing policy. Second is the Statement of Affordable Housing Provision, which the developer will fill in and put in his planning application. It will provide a clear summary of what affordable housing is proposed and will be backed up with drawings and basic information needed for the Section 106 Agreement.
12. **Appendix C** contains three framework drafts of standard Section 106 Agreements to cover different situations including the transfer of properties to a Housing Association and the provision of Discounted for Sale properties. They have been prepared in advance to save time and to show developers what to expect.
13. **Developers who do not use these guides, forms and standard agreements are more likely to make a poor application that results in a refusal, whereas those who do are more likely to be successful and to receive planning permission quickly. Council officers will not get involved in trying to make a poor application better, unless they have enough time. If officers think that improving an application is going to take too long (bearing in mind the 13 week limit) they will invite the developer to withdraw it, to avoid a refusal.**

MAIN DOCUMENT: DETAIL & CONTEXT

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CHAPTER 1

Background and Evidence

14. **About this Document:** A Supplementary Planning Document (SPD) is intended to expand upon and provide further detail to an existing planning policy contained within a local authority's development plan. SPDs are part of the new system of plan making (the Local Development Framework or LDF) and effectively replace the old Supplementary Planning Guidance (SPG). This particular SPD relates to policy H11 (Affordable Housing on Large/Allocated Sites in District and Local Service Centres) of the Craven District Local Plan – a policy that has been saved until a new LDF policy on affordable housing has been adopted – and therefore supersedes the Council's existing affordable housing SPG.
15. In due course, this SPD will have to be reviewed and modified to take account of any significant changes in the Council's affordable housing policy resulting from the replacement of local plan policy H11 with a new LDF policy.
16. The Council operates a separate "exceptions sites" policy (saved local plan policy H12) for the provision of 100% affordable housing for local people. However, this is a quite distinct mechanism for delivering affordable housing and is therefore not dealt with in this SPD.
17. **Affordable Housing Policies:** At present, Government guidance on affordable housing policy is contained within Planning Policy Guidance 3: Housing (PPG3) and DETR Circular 6/98: Planning and Affordable Housing. However, a replacement for both of these – in the form of Planning Policy Statement 3: Housing (PPS3) – has been in the pipeline for some time with several rounds of consultation. The Government's most recent consultation draft of PPS3 states that there should be a wide choice of affordable and market housing, a better balance between housing demand and supply with improved affordability, and sustainable, inclusive and mixed communities. Where there is a need, housing sites of more than 15 dwellings should include a proportion of affordable housing, but local planning authorities may set a different threshold or series of thresholds where this can be justified.
18. Regional policy on affordable housing is currently proposed as part of the Yorkshire and Humber Assembly's draft Regional Spatial Strategy (RSS). Policy H3 states that the region needs to increase its provision of affordable housing and that on developments of more than 15 homes (or 0.5ha) local authorities should seek over 40% in areas of high need, which includes Craven. Some scope for higher percentages and lower thresholds is given where this may be justified by local evidence.
19. Thinking on affordable housing policy at the national and regional levels has progressed significantly since the adoption, in 1999, of the Council's local plan and affordable housing SPG. Local plan policy H11 states that the Council will negotiate for the provision of an element of affordable housing on relatively large sites of 1 hectare or more, or yielding 25 or

more dwellings, and only in Skipton and a number of named local service centres. However, the policy does state that exceptionally the Council may also negotiate for affordable housing on sites below this threshold where there is strong evidence of need and there are no larger sites available. In terms of the proportion of affordable housing to be provided, the policy only provides a guideline of 40% for a few identified sites. The accompanying SPG goes further and confirms this guideline as the starting point for negotiations on all sites considered suitable for an element of affordable housing.

20. Local plan policy H10 (A Range of Residential Accommodation) states that the Council will encourage the provision of a reasonable mix of house types and sizes in new housing developments to cater for the needs of all sections of the local community. The policy highlights the need to include one and two-bedroom units and dwellings specifically designed for the elderly and disabled.
21. **Evidence of Housing Need in Craven:** The Craven 2005 Housing Needs Assessment was undertaken by David Cumberland Housing Regeneration Ltd, in accordance with the latest guidance from the Office of the Deputy Prime Minister (ODPM). It provides robust evidence upon which requirements for affordable housing provision will be based (other indicators like the Council's waiting list may also be useful) and indicates, amongst many other things, the number, type, size, tenure and location of affordable housing needed. The assessment was based on a survey of 21,406 households (5,265 or 24.6% questionnaires returned), interviews with interested parties or "stakeholders" (including estate agents, developers, Supporting People), consultation with parish councils, analysis of secondary data, and research into Black and Minority Ethnic (BME) groups.
22. The assessment reviews a range of factors that constitute housing need and arrives at a number of requirements or targets to help address issues that arise. For example, the assessment indicates that there are likely to be 799 existing households in need of affordable housing; 184 newly forming households requiring affordable housing every year; some existing households falling into need and some in-migrants in need. Overall, the assessment indicates an affordable housing requirement of 238 dwellings per year within the Craven LDF plan area during the period 2005-2010. The following Tables 3-5 provide a general summary.

SUMMARY OF AFFORDABLE HOUSING REQUIREMENTS FOR PERIOD APRIL 2005 – MARCH 2010

Table 3: Number, Type and Size of Affordable Dwellings Needed in the Whole of Craven Per Annum

General Housing		Older Person Housing		Total Per Annum
1-2 Bed	3+ Bed	1 Bed	2 Bed	
220	4	18	46	288

Table 4: Distribution Between Craven Inside and Outside the Yorkshire Dales National Park

	Requirement Per Annum	Craven LDF (outside YDNP)	YDNP LDF (in Craven)
Total	288	238	50

Table 5: Tenure of Affordable Dwellings Needed

Social Renting	70.8% (204)
Intermediate Tenure	29.2% (84)

23. The following working definitions were used in the Housing Needs Assessment:

- **Housing need** can have many components, but generally refers to households lacking their own housing (or living in housing which is inadequate or unsuitable) who are unlikely to be able to meet their needs in the local housing market without some assistance. Households in housing need are the part of the population that is not included in market demand because they have insufficient income to satisfy their needs by accessing suitable market housing.
- **Affordable housing** includes both Social Rented and Intermediate Tenure housing. Intermediate Tenure includes housing at prices or rents above those of Social Rent but below market prices or rents. (In Craven and for the purposes of this SPD, Intermediate Tenure is generally most likely to be Discounted for Sale or Low Cost Home Ownership).
- **Affordability** is measured on the basis of gross household income, the number of people the income has to support, level of equity/savings and overall housing cost. A household is deemed to be living in unaffordable accommodation if has to spend more than 30% of its gross equivalent income on rent or mortgage payments (households entering owner occupation are assumed to have at least a 5% deposit and a mortgage to cover a maximum 95% of the purchase price).

CHAPTER 2

Providers of Affordable Housing

24. **Registered Social Landlords:** RSLs are not-for-profit companies registered with the Housing Corporation to provide affordable housing. Housing Associations are the main RSLs and, as they are run on a not-for-profit basis, their surpluses are ploughed back into the organisation to maintain existing homes and to help finance new ones. There are over 1,500 Housing Associations in England, currently managing around 2 million homes and housing at least twice that many people. Some were founded centuries ago but many trace their origins to the 1960s. Many new associations have been formed to manage and develop homes transferred to them by local authorities. Whilst Housing Associations are not the only RSLs they are the main ones and are therefore referred to in this document.
25. The involvement of a Housing Association in a housing development, to act as a “partner” in delivering the affordable housing required by the Council, is highly desirable for two main reasons. First, an association will manage the housing, ensuring that ownership and occupation are properly controlled and based on housing need, in accordance with Housing Corporation rules. Without an association’s involvement, responsibility for controlling the properties would fall to the Council, developer and individual purchasers. Second, the planning process is simplified in that Section 106 Agreements are likely to be less complicated and time consuming and the association’s expertise will effectively relieve the developer of many potential difficulties (like ensuring that prospective purchasers qualify to occupy the properties). Moreover, the achievement of 70% Social Rented housing will inevitably depend on Housing Associations adopting a major role in the provision of affordable housing in the plan area.
26. Therefore, in operating its affordable housing policy, the Council will prefer developers to involve a Housing Association partner and will expect Housing Association partners to be party to Section 106 Agreements (refer to Chapter 4).
27. Early engagement with a Housing Association partner will enable a developer to anticipate how much the Housing Association can afford to pay for the provision of affordable housing on his site. The Housing Corporation’s current rent regime will be used to establish how much a Housing Association can afford to pay for on-site provision of dwellings for both Social Rent and Low Cost Home Ownership. Linking the initial price payable by the Housing Association to the future income that the Housing Association may receive (as governed by Housing Corporation rules) should ensure that the price to the eventual occupier is affordable. Furthermore, the Council will assume that Social Housing Grant will not be used to subsidise the developer’s contribution to affordable housing as required by the Council’s affordable housing policy. (Social Housing Grant is Government funding provided to Housing Associations via the Housing

Corporation).

28. How much a Housing Association can afford to pay a developer is naturally of great interest, but as the Housing Corporation's rent regime changes over time and the practices of individual Housing Associations vary to some extent, it is not possible to provide a definite figure. Actual prices will have to be calculated on a case-by-case basis and it is therefore important for a developer to engage with a Housing Association partner at a very early stage, so that prices and other details can be discussed before any firm proposals or commitments are made.
29. **Private Developers:** In theory, it should be possible for developers other than Housing Associations to provide affordable housing for Low Cost Home Ownership or even Social Renting. In practice, however, private developers tend to provide affordable housing by offering units at a discount from open market value – a method generally referred to as Discounted for Sale. Discounted for Sale is part of Intermediate Tenure, which should make up approximately 30% of affordable housing according to the Council's current overall target. A number of existing housing developments in Craven already include a proportion of Discounted for Sale properties.
30. The Discounted for Sale method can operate without a Housing Association partner and involves a legal agreement between the developer and the Council, which restricts the value and occupancy of the property in perpetuity (refer to Chapter 4). Table 2 on page 5 is based on data collected for the Housing Needs Assessment and gives an indication of the percentage discount that may need to be applied to Discounted for Sale properties in each electoral ward. There is a plan on the back cover of this document (p.50), showing the location of wards and their constituent parishes.

CHAPTER 3

Type and Tenure of Affordable Housing

31. Generally, the Council will require the type, size and tenure of affordable housing to reflect the findings of the Housing Needs Assessment, which are summarised in Tables 3-5 (p.10). Notably, the proportion of Social Rented accommodation needs to be substantially increased in the plan area – partly to catch-up on a backlog of need – and the Council therefore has an overall goal of securing approximately 70% Social Rented and 30% Intermediate Tenure (mainly Discounted for Sale/Low Cost Home Ownership) during the period 2005-2010. When it comes to individual sites, the particular needs of the immediate locality or sub-area will also influence the exact type, size and tenure of affordable housing required. Therefore, whilst all sites will be expected to make an appropriate contribution towards achieving the Council's overall goal, the proportion of Social Rented and Intermediate Tenure may vary from site to site according to local circumstances.
32. The occupancy and re-sale price of Intermediate Tenure properties needs to be controlled in the long term to ensure that properties continue to serve affordable housing needs. Otherwise, initial occupiers would be able to sell the property at full market price – effectively cashing in on the original discount secured by the Council in the public interest – thus removing the property from the affordable housing stock and undermining the Council's affordable housing policy.
33. The transfer of properties to a Housing Association partner for management under a Low Cost Home Ownership scheme is likely to be the most efficient and effective way of controlling occupancy and maintaining affordability. In the case of Discounted for Sale properties, where no Housing Association is involved, it is necessary to impose broadly equivalent controls by means of a Section 106 Agreement, including restrictions on occupancy and re-sale value (refer to Chapter 4). Purchasers of Discounted for Sale properties must satisfy detailed occupancy criteria and, when they come to dispose of the property, must offer it at the original rate of discount to other purchasers who also satisfy the occupancy criteria.
34. The value of a Discounted for Sale property could be increased significantly through enlargement, extension or the addition of outbuildings. A significant increase in value could undermine the property's affordability and effectively remove it from the affordable housing stock. Therefore, planning permissions and Section 106 Agreements will together impose controls on enlargements, extensions and additions, including a restriction of "Permitted Development".

CHAPTER 4

Section 106 Agreements

35. Planning Obligations or Section 106 Agreements (in reference to the relevant provisions of the Town and Country Planning Act 1990) are legal agreements between local planning authorities and developers, which are intended to make development acceptable. They can prescribe the nature of development, redress harm caused by development and mitigate a development's impact, so that the development concerned is made to accord with local, regional or national planning policies. Section 106 Agreements are the appropriate planning tool for securing a proportion of affordable housing in new housing developments.
36. The Council prefers each developer to engage with a Housing Association partner and for Housing Association partners to be party to Section 106 Agreements. In this way, a relatively simple form of agreement can be used to secure the transfer of properties for Social Renting and Low Cost Home Ownership from the developer to the Housing Association, with the Housing Association then providing the necessary long-term management.
37. In the case of Discounted for Sale properties, Section 106 Agreements are necessarily more lengthy and complex, as they need to impose detailed controls and safeguards to ensure that properties continue to be affordable and are occupied by the appropriate people, in perpetuity – effectively substituting, as far as possible, for Housing Association management.
38. The Council is best placed to take a lead in drafting Section 106 Agreements and provides standard agreements in Appendix C. These will be used as models in drafting agreements in the three most likely situations – a private developer with a Housing Association partner, a private developer providing Discounted for Sale properties and a landowner submitting an outline planning application. The standard agreements show what the Council expects and will help expedite the planning application process. The Council makes reasonable charges towards the cost of legal work on all Section 106 Agreements.
39. The provision of affordable housing is only one of a number of possible planning requirements, relating to general housing developments, which may need to be secured through Section 106 Agreements. Other possible requirements may include, for example, the provision of play space and contributions towards educational or other community facilities. Early identification of any such additional requirements is important and will form part of pre-application discussions.

CHAPTER 5

Details of Housing Development

- 40. Site-Size Threshold and Percentage of On-Site Provision:** The Council's local plan policy H11 (and old SPG) allow the normal site-size threshold of 1ha or 25 dwellings to be lowered and the 40% target for on-site provision to be increased, provided this can be justified by strong and up-to-date evidence of need. Central Government and the Regional Assembly for Yorkshire and the Humber are now seeking to establish a normal threshold of 15 dwellings (in the draft PPS3 and RSS) and the Assembly is seeking to establish 40% provision as a minimum in Craven. Evidence provided by the Craven 2005 Housing Needs Assessment suggests that housing needs across the district are now akin to what would have been considered exceptional at the time when local plan policy H11 and the accompanying SPG were adopted: it could be said that the exception has become the rule and that a general lowering of the site-size threshold and a general increase in the percentage of on-site provision is now justified across the plan area. Therefore, pre-application discussions and the consideration of planning applications under local plan policy H11 will be on the basis of a normal site-size threshold of 15 dwellings or 0.5ha and a requirement for not less than 40% on-site affordable housing provision. Exceptionally, the Council may require the provision of affordable housing on sites at or below this threshold where evidence of need is strong and the availability of sites above the threshold is severely limited. Thresholds and percentages apply to all forms of housing development, including new-build, conversion and change of use.
- 41.** In determining whether or not a particular site falls above the size threshold, the Council will assess the site's relationship to any other land in the locality, particularly adjoining land, and whether it would be reasonable to regard all of the land in question as a single site. The Council will be especially alert to any deliberate attempt to sub-divide land, which should properly be regarded as a single site, in order to avoid a requirement to provide affordable housing.
- 42. Pepper-Potting:** The dispersal of affordable homes throughout a development site, rather than grouping them together, works towards social inclusion and against segregation, in accordance with Government aims for balanced, mixed and sustainable communities. The Council will therefore require pepper-potting of affordable housing on sites within the plan area. Whilst the precise nature of pepper-potting may vary to some extent, according to the particular circumstances of individual sites, the overarching principles of social inclusion etc. must always be upheld. If a Housing Association advises the Council that a high degree of pepper-potting may prove to be unduly problematic on a particular site – for example in a development of flats where the transfer of a single block might avoid management and maintenance problems – a relaxation may be considered.

43. **Design Quality:** Good design is a planning objective and poorly designed housing is unacceptable. Affordable housing should not be distinguishable within development sites and should be equal in design quality (and in all other reasonable respects) to the market housing next door. This is in the interests of good design and integration. For further guidance on the layout and design of new housing refer to policy H19 and appendix K of the Craven District Local Plan.
44. Developers should be aware that the Housing Corporation and Housing Associations operate to minimum space standards for dwellings. Early engagement with a Housing Association partner will enable a developer to anticipate those standards and to ensure that they are met in his development. Failure to meet a Housing Association's minimum space standards could have significant consequences for a developer. For example, if an intended two-bedroom house falls below the relevant standard, the Housing Association may not be able to use it as such and may be forced to offer it as a one-bedroom house only. This will affect the price that the Housing Association is able to pay for the dwelling and will reduce the developer's expected return on that unit.
45. The Housing Corporation and Housing Associations may also require dwellings to be constructed to the Ecohomes (Very Good) and Secure by Design standards.
46. **Phasing:** Having secured a requirement for the provision of affordable housing on a site, it is important to ensure the timely delivery of that housing and its phasing into the overall development. The Council considers it reasonable that a developer should be allowed to build an initial phase of market housing to help with cash flow and upfront costs, but will not accept deferral or omission of the affordable housing provision. Therefore, the Council will require reasonable trigger-points to be included in Section 106 Agreements. These will typically allow for an initial phase of purely market housing, then the provision of affordable housing and, finally, construction of the remaining market housing.
47. **Monitoring Affordable Housing:** The Council will monitor individual development sites to ensure that the required affordable housing is provided, is of an acceptable standard, is occupied as soon as possible by appropriate people and is managed properly thereafter. Information gathered will be used in strategic monitoring to determine whether or not affordable housing needs (identified in the Housing Needs Assessment) are being met, to evaluate "customer satisfaction" and to guide the review of policy and practice.
48. Amongst other things, the Council will monitor the tenure of affordable housing provided and will use the information gathered in reviewing its overall goal of securing approximately 70% for Social Renting and 30% for Intermediate Tenure in the period 2005-2010. The review will indicate whether or not any adjustment is needed in the split between Social Renting and Intermediate Tenure during the subsequent period.

CHAPTER 6

Consequential Matters

49. **Off-Site Provision and Commuted Sums:** Nationally, there is a general presumption that affordable housing provided through Section 106 Agreements will be in kind and on-site. In Craven, instances when on-site provision is not possible (refer to Abnormals and Viability below) or not advisable (e.g. due to a localised over-provision) will be rare and exceptional. Historically, using commuted sums and providing affordable housing off-site has proved more difficult and less efficient, especially in view of the scarcity and high cost of suitable land and properties. **Therefore, in the plan area, the Council now operates a very strong presumption in favour of on-site provision and against the payment of commuted sums or off-site provision.** The onus is on developers, who may wish to pay commuted sums or make off-site provision, to justify this approach during pre-application discussions and to submit evidence of relevant exceptional circumstances with their planning applications. If such an approach can be fully justified and is acceptable in principle, the results must be at least equivalent to those achievable under normal circumstances through on-site provision.
50. Commuted sums will not be accepted unless off-site provision has been pursued first and shown to be impracticable in all reasonable respects. Any commuted sum must be sufficient to deliver equivalent affordable housing on an alternative site in the same locality and must therefore represent the actual development costs involved. Otherwise, the approach does not offer a real alternative to direct provision on or off the site.
51. **Abnormals and Viability:** It is possible, although it should be rare, that unforeseen or unforeseeable costs may arise in bringing development forward. Such costs are sometimes referred to as “Abnormals” and developers may cite them as justification for a nil or reduced provision of affordable housing on an affected site. Abnormals do not include known or knowable costs and the Council will therefore regard those listed below as falling outside the definition. The list is not exhaustive: other examples of known or knowable costs may arise in individual cases.
52. Costs associated with the following are not regarded as Abnormals:
- Demolition
 - Decontamination
 - Drainage
 - Site preparation
 - Earthworks
 - Flood mitigation
 - Nature conservation
 - Landscaping
 - Infrastructure

Highway works
Car-parking
Transportation
Play space
Education and other community facilities
Archaeology
Conservation areas
Listed buildings
Conversion
Design
Materials
Legal matters
Professional fees and consultancy

53. It is therefore prudent for developers, or other prospective purchasers of land, to ensure, before purchasing, that all potential development costs are thoroughly assessed and taken fully into account in any valuation or pricing of the land concerned. In other words, all known or knowable costs must be subtracted from the land value and not from the affordable housing provision. An unusual accumulation of known development costs could, in theory, amount to an abnormal overall cost and bring into question the viability of providing affordable housing on a particular site. In practice, however, these instances will be exceptionally rare and the onus will be on developers to fully justify any such line of argument with supporting evidence, both during pre-application discussions and in their planning applications.
54. **Marketing, Lenders, Allocations and Nominations:** The Housing Corporation has announced that from April 2006 a number of regional “Zone Agents” will administer all Low Cost Home Ownership products in their area, effectively creating a one-stop-shop for applicants. Zone Agents will be responsible for the marketing of three new national products under the HomeBuy label and for assessing the eligibility of applicants before directing them to other local schemes which may best meet their individual needs. The Zone Agent for North Yorkshire and Humberside (The Joseph Rowntree Housing Trust) will have up-to-date knowledge of local schemes, lender policy and details of supportive lending institutions (telephone 0800 6335670; e-mail homebuy@jrht.org.uk; visit www.jrht.org.uk).
55. The Council already has nomination agreements with Housing Associations, which enable the Council to nominate people on the joint waiting list (operated in partnership with Craven Housing) to occupy Housing Association properties. The Council’s Housing Team is currently finalising amendments to a Joint Allocations Policy (in partnership with Craven Housing) for approval by the Performance and Resources Committee. Future reviews of this SPD will incorporate the principles of the approved Joint Allocations Policy.
56. The Council’s Housing Team is also developing an additional allocations policy for Low Cost Home Ownership to ensure that applications from prospective purchasers are assessed openly, fairly and according to

housing need. Development of this particular policy will need to take account of the emerging role of the appointed Zone Agent.

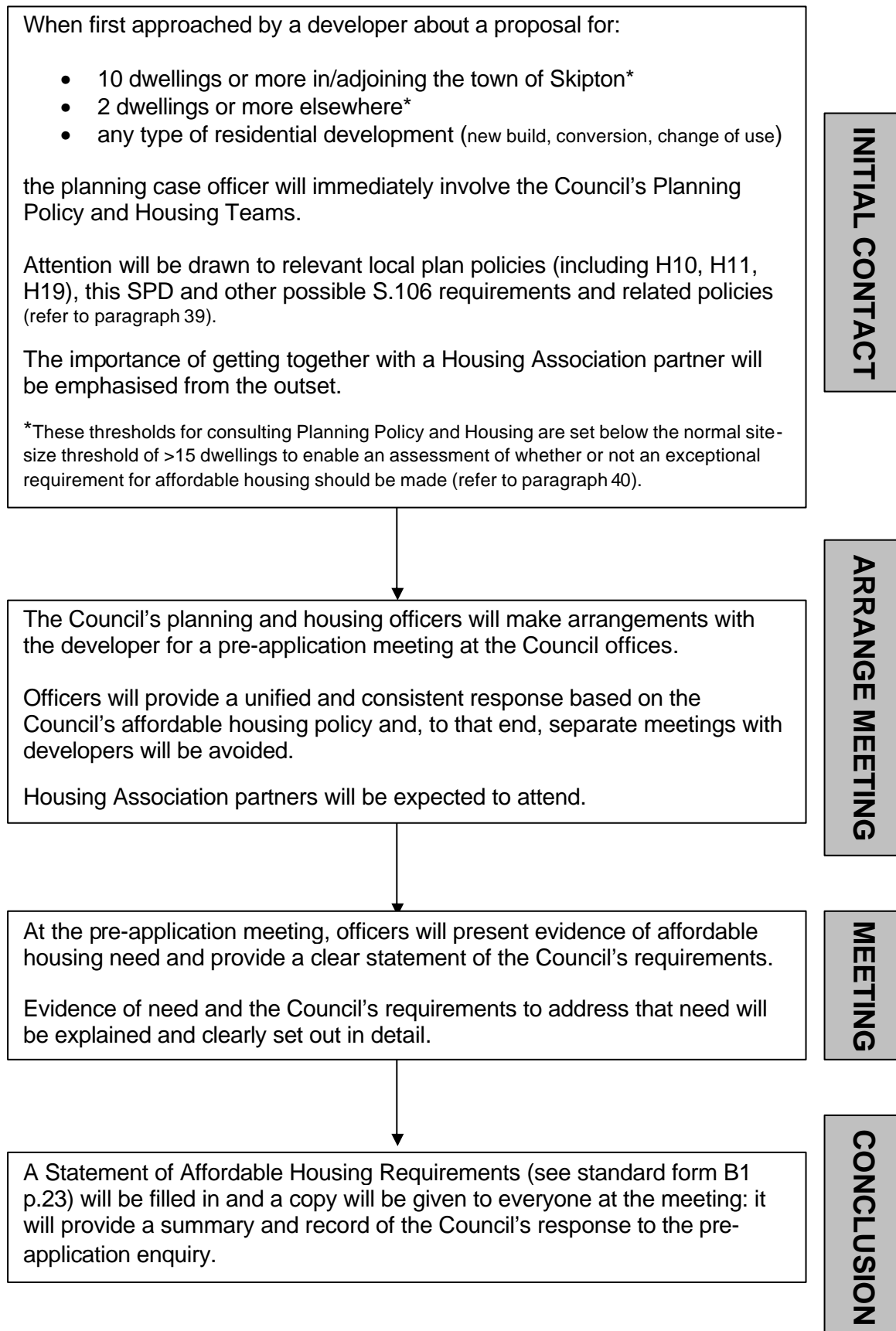
57. Historically, the administrative cost of assessing whether or not individual prospective purchasers qualify to occupy Discounted for Sale properties has typically fallen on the Council. These costs are likely to increase with affordable housing provision and the Council may therefore find it necessary to charge for this service through Section 106 Agreements. Future reviews of this SPD will explore this possibility and may incorporate a charging system.

58. **Main References**

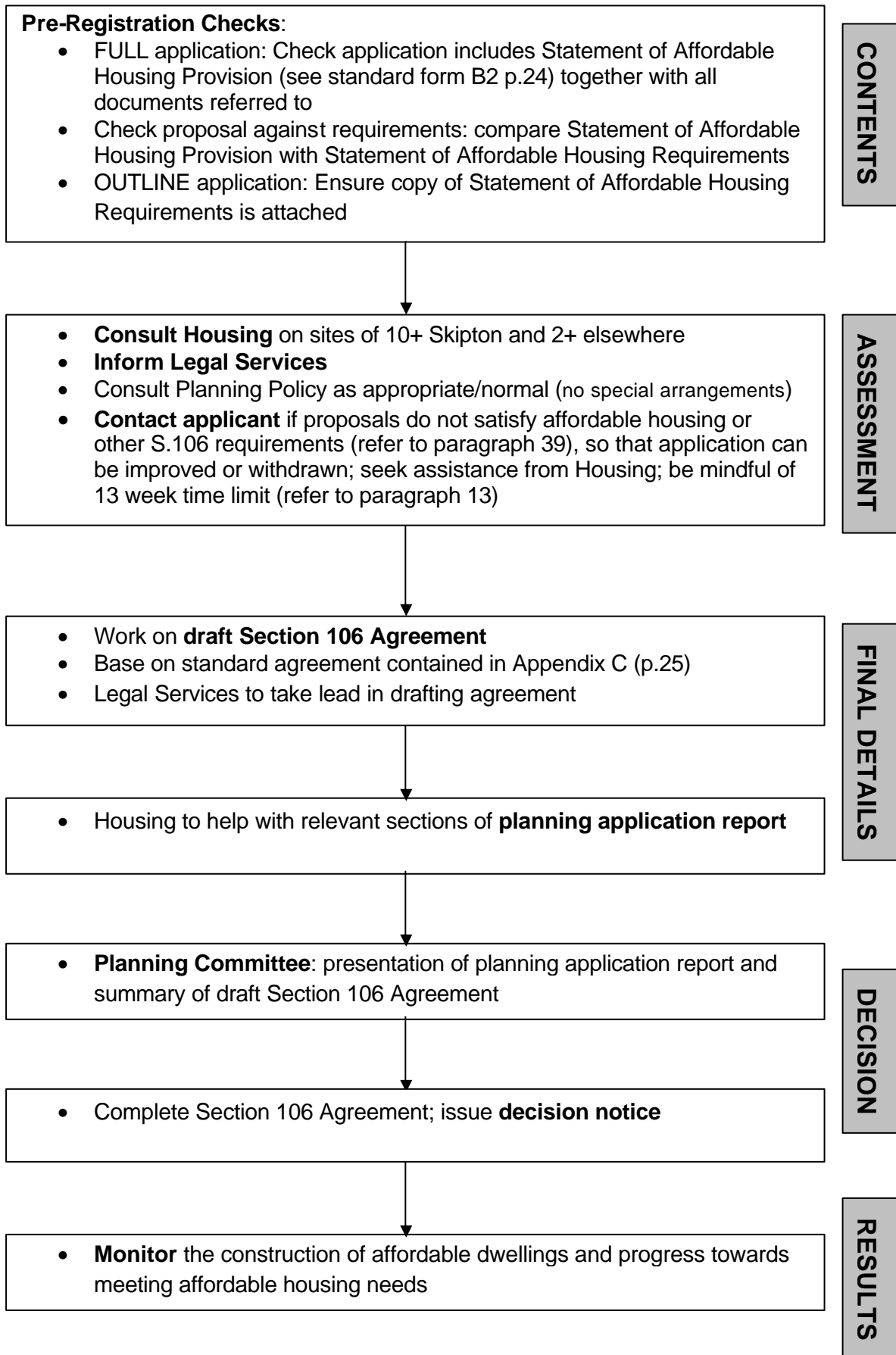
- DETR Circular 6/98: Planning and Affordable Housing
- Planning Policy Guidance Note 3: Housing (March 2000) and Housing Updates (January 2005).
- Consultation draft of Planning Policy Statement 3: Housing (December 2005)
- Submission draft of the Regional Spatial Strategy for Yorkshire and the Humber (November 2005)
- The Craven District Local Plan (adopted July 1999) and Supplementary Planning Guidance on Affordable Housing Policy (adopted June 1999)
- The Craven 2005 Housing Needs Assessment (September 2005)
- The Golden Triangle Affordable Housing Project's Affordable Housing Good Practice Manual (November 2005)

APPENDIX A: Standard Procedures

Pre-Application Discussions



Planning Application Process



APPENDIX B: Standard Forms

B1. Statement of Affordable Housing Requirements (Craven District Council)								
Site Address (site plan attached):								
Site Area (hectares):								
Description of Proposed Development:								
Density of Proposed Development (dwellings per hectare):								
Summary of Affordable Housing Requirements:								
Number of units by type, size and tenure								
	1 Bed		2 Bed		3 Bed		4+ Bed	
	Social Rent	Intermediate	SR	Inter'	SR	Inter'	SR	Inter'
Flat								
House								
Bungalow								
Total Number of Affordable Units: (.....% of all units)								
Indicative discount for Discount for Sale properties:% (from open market value)								
Signature			Title			Date		
This statement of officer opinion is offered without prejudice to the Council's determination of any planning application.								

B2. Statement of Affordable Housing Provision

Name of Applicant:

Site Address:

Site Area (hectares):

Description of Proposed Development:

Density of Proposed Development (dwellings per hectare):

Summary of Proposed Market and Affordable Housing:

Number of Proposed Units by Type, Size and Tenure												
	1 bed			2 bed			3 bed			4+ bed		
	Market	Social Rent	Inter-mediate	M	SR	Inter'	M	SR	Inter'	M	SR	Inter'
Flat												
House												
Bungalow												

Total Number of Affordable Units: (.....% of all units)

Plan Showing Location of Affordable Homes:

On the attached plan, dwellings for Social Renting are shaded GREEN and dwellings for Intermediate Tenure are shaded YELLOW; flats are shown on a floor-by-floor basis. (Attach the relevant plan to this form).

Information for Section 106 Agreements

The following details are attached to this form:

- Name, address, reference & contact number of Applicant's solicitor
- Evidence of legal title to the site (to be obtained by Applicant or his solicitor)
- Details of the Housing Association Partner and of their solicitors
- Confirmation that any other parties interested in the site (e.g. owner, bank or other lender) are willing in principle to sign the proposed Section 106 Agreement

Signature:

Title:

Date:

APPENDIX C: Standard S.106 Agreements

C1. Private Developer with Housing Association Partner (p.26)

C2. Discounted for Sale by Private Developer (p.33)

C3. Outline Application by Landowner (p.43)

C1. Private Developer with Housing Association Partner

THIS AGREEMENT is made the _____ day of _____ 2006
BETWEEN CRAVEN DISTRICT COUNCIL of Council Offices Granville Street Skipton North Yorkshire BD23 1PS ("the Council") of the first part xxxxxxxxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx North Yorkshire ("the Owner") of the second part xxxxxxxxxx xxxxxxxxxx LIMITED a company registered in England (No nnnnnnnnnnnn) whose registered office is at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx ("the Developer") of the third part and xxxxxxxxxxxxxxxx LIMITED a company registered in England (No nnnnnnnnnnnn) whose registered office is at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx ("the RSL") of the fourth part

WHEREAS

- (1) The Council is the district planning authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area within which is situated the land to the North of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx shown edged red and in part coloured green on the plan annexed hereto (the entirety of which land is hereinafter called "the site")
- (2) The site is in the ownership of the Owner and is subject to a conditional contract to purchase dated _____ 200n and made between the Owner of the one part and the Developer of the other part and (in relation to the parts of the site which are shown edged yellow on the said plan and when referred to separately from the remainder of the site are hereinafter called "the yellow land") a conditional contract to purchase dated 200n and made between the Developer of the one part and the RSL of the other part
- (3) A written application (reference number nn/200n/nnnn dated dddddd 200n and subsequently amended) has been made to the Council for full planning permission to develop the site for residential purposes by erecting nn houses (comprising nn "affordable houses" intended to be transferred to the RSL on the yellow land and nn "open market houses" intended for sale on the open market on the remainder of the site) with associated roads landscaping and garages (hereinafter together called "the Development" which expression shall mean and include any development of the site carried out substantially in accordance with the plans and drawings approved by the grant of planning permission by the Council on

the said application whether or not such development is carried out pursuant to and otherwise in accordance with that permission)

(4) The Council is satisfied that the said application is such as may be approved conditionally under the Act if the site is subjected to the planning obligations contained in this Agreement but not otherwise

NOW THIS DEED WITNESSETH as follows:-

1. THIS deed is made in pursuance of Section 106 of the Act as substituted by Section 12 of the Planning and Compensation Act 1991 and the covenants on the part of the Owner the Developer and the RSL hereinafter contained are intended (subject as hereinafter provided) to bind the site (or as the case may be the part or parts of the site to which the covenant relates) and each and every part thereof into whosoever hands the same may come with effect from the date hereof PROVIDED THAT this deed shall absolutely determine and be of no effect if either

1.1 the Council has not within 28 days from (but not including) the date hereof granted full planning permission for the Development pursuant to the said application in terms substantially identical with those of the draft decision notice attached to this deed as Annex A or

1.2 full planning permission is so granted but is quashed by Order of the Court

2. THE Owner and the Developer hereby severally covenant with the Council that

2.1 No more than nn open market houses on the site shall be taken into occupation before xxxxx n-bedroom/n-person affordable houses on the yellow land have been completed ready for occupation and have been transferred to and accepted by the RSL (which expression here and in sub-clause 2.2 below shall not include any successor in title or assign of xxxxxxxxxxxxxxxxxxxx Limited) or to and by another registered social landlord which has been approved by the Council in writing expressed to be given for the purposes of this deed (PROVIDED THAT such approval shall not be unreasonably withheld)

2.2 No more than nn open market houses on the site shall be taken into occupation before the remaining nn n-bedroom/n-person affordable houses on the yellow land have been completed so as to be ready for occupation and have been transferred

to and accepted by the RSL or to and by another registered social landlord approved as aforesaid

2.3 The part of the site shown coloured green on the plan (“the green land”) shall be set aside for development and use as a public children’s play area and once it has been laid out and brought into use as such shall not be used for any other purpose

2.4 No more than nn open market houses on the site shall be taken into occupation until the green land shall have been transferred to and accepted by xxxxxxxxxxxx Parish Council (or some other body of persons approved by the Council in writing expressed to be given for the purposes of this deed) and the green land has been developed as a children’s play area in accordance with a specification and plans which have been submitted to and approved by the Council (whether before or after the date hereof) in writing expressed to be given for the purposes of this deed

3. THE Owner the Developer and the RSL hereby severally covenant with the Council so as to bind the yellow land that the houses to be erected on the yellow land shall not be used otherwise than as social rented housing or equity share leased housing PROVIDED ALWAYS that this restriction shall not prevent the ownership of any one or more of those houses being disposed of

3.1 to a tenant or lessee of the RSL who is exercising a statutory right to acquire the freehold interest in the dwelling let or leased to him (not being a right which is overridden by existing planning obligations of the kind contained in clause 3); or

3.2 by a mortgagee or chargee of the RSL selling (to a party other than another registered social landlord) the house in exercise of its power of sale

and in either such case the house disposed of will thereupon cease to be subject to the provisions of this clause 3

4. IT is hereby further provided in relation to the foregoing covenants that:-

4.1 The covenants on the part of the Owner the Developer and the RSL hereinbefore contained are planning obligations for the purposes of Section 106 of the Act and the Council is the local planning authority by which those obligations are enforceable

- 4.2 Save where the context otherwise requires or the contrary is expressly stated the expression “the Council” shall mean and include any successors for the time being to its functions as local planning authority for an area which includes the site and the expressions “the Owner” “the Developer” and “the RSL” shall include their respective successors in title and assigns
- 4.3 Save as provided by sub-clauses 4.1 and 4.2 above nothing in this deed confers or purports to confer any right to enforce any of its terms on any person who is not a party to it
- 4.4 The Owner (here not including the Developer or the RSL or their respective successors and assigns) shall not be liable for a breach of any of the covenants on his part hereinbefore contained occurring after he has transferred to the Developer all his interest in the site (or in the part of the site in respect of which such breach occurs) but without prejudice to his liability for any antecedent breach or (subject to the proviso to Clause 3 hereof) in respect of any breach subsisting or occurring at any subsequent time when he again has an interest in the site or in a part of the site affected by the breach
- 4.5 The Developer (here not including the RSL or its successors and assigns) shall not be liable for a breach of the covenant on its part contained in Clause 3 hereof occurring after it has transferred to the RSL (or to another registered social landlord approved as aforesaid) all its interest in the yellow land (or in the part of the yellow land in respect of which such breach occurs) but without prejudice to its liability for any antecedent breach or (subject to the proviso to Clause 3 hereof) in respect of any breach subsisting or occurring at any subsequent time when it again has an interest in the yellow land or in a part of the yellow land affected by the breach
- 4.6 The RSL (here not including any successor or assign which has for the time being a subsisting interest in the yellow land) shall not be liable for a breach of the covenant on its part hereinbefore contained occurring after it has ceased to have any interest in the yellow land (or in the part of the yellow land in respect of which

such breach occurs) upon the yellow land or such part thereof being disposed of either

4.6.1 to a registered social landlord approved by the Council pursuant to Clause 2.1 hereof or this clause in writing expressed to be given for the purposes of this deed (PROVIDED THAT such approval shall not be unreasonably withheld) or

4.6.2 in either of the ways specified in the proviso to Clause 3 hereof but without prejudice to its liability for any antecedent breach or (subject to the proviso to Clause 3 hereof) in respect of any breach subsisting or occurring at any subsequent time when it again has an interest in the yellow land or in a part of the yellow land affected by the breach

4.7 The Council will not enforce the obligations contained in Clauses 2.1 2.2 and 2.4 of this deed against any person by reason only of his being the owner of or otherwise interested in any one or more of the first nn nn or nn respectively of the open market houses on the site to be taken into occupation and for the purposes of this sub-clause "house" shall include any associated areas provided by way of garden yard parking or access

IN WITNESS whereof the Council the Owner the Developer and the RSL have executed this Deed the day and year first before written

THE COMMON SEAL of

CRAVEN DISTRICT COUNCIL was

hereunto affixed in the presence of:-

Head of Legal Services

Signed and delivered as a deed

by the said xxxxxxxxxxxxxxxxxxxxxxxx

in the presence of:-

THE COMMON SEAL of
xxxxxxxxxxxxxxxxx LIMITED was
hereunto affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of xxxxxxxxxxxxxxxxxxxxxxx
LIMITED was hereunto affixed in the presence of:-

Authorised signatory

DATED _____

2006

CRAVEN DISTRICT COUNCIL

xxxxxxxxxxxxxxxxx ESQ

xxxxxxxxxxxxxxxxxxxxxxxxx LIMITED

and

xxxxxxxxxxxxxxxxxxxxxxxxx LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990 as amended

relating to provision of Affordable Housing and

Children's Play Area within proposed Residential Development

on land at xxxxxxxxxxxxxxxxxxxxxxxx

R Townson

Head of Legal Services

Council Offices

Granville Street

SKIPTON

BD23 1PS

(File Ref: 66/15/nnn)

C2. Discounted for Sale by Private Developer

THIS AGREEMENT made the _____ day of _____ 2006

BETWEEN xxxxxxxxxxxxxxxxxxxxx COUNCIL of

xx("the Council") of the first part

xx LIMITED a Company registered in England (No xxxxxxxxxxxx) of

xx ("the Owner") of the second part and

xx BANK PLC whose registered office is at

xx ("the Bank") of the third part

WHEREAS

(1) The Council is the district planning authority for the purposes of the Town and Country

Planning Act 1990 (hereinafter called "the Act") for the area within which is situated the land to

the east of xxx shown edged red on the plan annexed hereto (which land

is hereinafter called "the site")

(2) The Owner is entitled under and by virtue of a Transfer of the site dated _____ 200n

and made between (1) xxx and (2) the Owner to be registered as

freehold proprietor of the site subject to a legal charge of the same date made by the Owner in

favour of the Bank but otherwise free from incumbrances

(3) A written application (reference number xxx dated xxxxxxxx 200n and

subsequently amended) has been made to the Council for planning permission to develop the

site for residential purposes by erecting xx new dwellings (hereinafter called "the Development"

which expression shall where the context admits mean and include any development of the site

consisting of or including the erection of dwellings)

(4) The Council is satisfied that the said application is such as may be approved conditionally

under the Act if the site is subjected to the planning obligations contained in this Agreement but

not otherwise

NOW THIS DEED WITNESSETH as follows:-

1. THIS deed is made in pursuance of Section 106 of the Act as substituted by Section 12 of

the Planning and Compensation Act 1991 and the covenants on the part of the Owner

hereinafter contained are intended (subject as hereinafter provided) to bind the site and each

and every part thereof into whosoever hands the same may come with effect from the date

hereof

2. THE Owner hereby COVENANTS with the Council that:-

(a) The dwellings erected on the site shall be "restricted dwellings" (meaning dwellings which are subject to the size and occupancy restrictions hereinafter contained) with the exception of any dwellings which are designated as unrestricted dwellings (meaning dwellings which are not restricted dwellings) in and are erected in accordance with a layout plan which has previously been approved by the Council in writing expressed to be given for the purposes of this Agreement PROVIDED THAT such approval shall not be unreasonably withheld or delayed in the case of a layout plan for the development of the whole of the site which

(i) has also been approved for the purposes of planning permission

(ii) provides for not less than xx dwellings or 40% of the total number of dwellings proposed to be erected on the site (whichever is the greater number) to be restricted dwellings and for at least half of those restricted dwellings to be three-bedroomed houses and

(iii) identifies a part or parts of the site to be set aside for the provision of those restricted dwellings

and PROVIDED FURTHER that drawing number xxxxxxxxxxxxxx prepared by xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and received by the Council on xxxxxxxxxxxx 200n identifying xx restricted dwellings (3-bedroomed houses on plots xxxxxxxxxxxxxx and 2-bedroomed houses on plots xxxxxxxxxxxxxx) within a total proposed development of xx dwellings (the remaining xx of which are to be unrestricted dwellings) is an approved layout plan for this purpose

(b) each restricted dwelling as originally erected shall be a two-bedroomed house having a cubic capacity no greater than 265 cubic metres or a three-bedroomed house having a cubic capacity no greater than 305 cubic metres measured externally above the level of the surface of the lowest floor in that restricted dwelling (but excluding the volume of any integral or attached garage)

(c) none of the restricted dwellings shall subsequently be enlarged or amalgamated with any other building so as to form a single unit of occupation larger than 265 cubic metres in the case of a two-bedroomed house or 305 cubic metres in the case of a three-

bedroomed house (measured as aforesaid in either case) without the prior consent of the Council which if given shall not prejudice or affect the status of that dwelling as a restricted dwelling for the purposes of this Agreement

- (d) no buildings other than restricted dwellings shall be erected on the part or parts of the site so identified
- (e) no more than half by number of any approved unrestricted dwellings to be erected on the site shall be taken into occupation before at least half of the restricted dwellings (including at least half of the three-bedroomed restricted dwellings) have been completed on the site so as to be ready for occupation
- (f) no more than four fifths by number of any approved unrestricted dwellings to be erected on the site shall be taken into occupation before all of the restricted dwellings have been completed on the site so as to be ready for occupation

3. THE Owner hereby further covenants with the Council that each of the restricted dwellings shall not without the prior consent of the Council be occupied otherwise than as his her or their only or main home by a person aged 18 years or more who at the time when he went into occupation had a need for housing in xxxxxxxxxxxx Parish and/or by a member or members of the household of such a person who are occupying or have occupied that dwelling with him PROVIDED THAT

(A) the consent of the Council may be given either generally or by reference to a particular individual and either permanently or for a specified temporary period and in considering an application for consent the Council may take account of:-

- i. any available evidence of the extent of housing need in xxxxxxxxxxxx Parish and the wider local area from time to time
- ii. any efforts made to sell or let that dwelling to persons who have a need for housing in xxxxxxxxxxxx Parish or the wider local area or to a Registered Social Landlord for use as part of its rented housing stock and the terms of any offer for that dwelling made by any such person
- iii. any period of residence or family connection in or near xxxxxxxxxxxx Parish or any other reason for requiring or wishing to live in xxxxxxxxxxxx

- vi. the open market value at any date shall be either
- (a) agreed not earlier than three months before that date between the Owner and the Council or
 - (b) determined not earlier than one month before that date by an independent surveyor (acting as expert and not as arbitrator) nominated by agreement between the Owner and the Council or on application of the Owner by the President for the time being of the Royal Institution of Chartered Surveyors (the costs of such independent surveyor and of his nomination by the said President being borne by the Owner)
- vii. "first-time buyer" includes a person seeking a dwelling for rent and means a person who has not at any time previously acquired (whether by purchase gift inheritance or otherwise) a freehold or long leasehold interest or a share greater than 30% in any such interest in any dwelling which he has occupied as his only or main home or which it would have been reasonable for him so to occupy
- viii. "long leasehold interest" means an interest as tenant under a lease or tenancy for a terms of years certain of which at least 21 years remain unexpired and which lease or tenancy is neither
- (a) a lease or tenancy which is or may become terminable (without any default on the part of the tenant) before the end of the term by notice given to the tenant at such time as will or may make that interest an interest for less than 21 years unexpired nor
 - (b) a shared ownership lease
- PROVIDED THAT a tenant's interest under a shared ownership lease shall be treated for the purposes of this agreement as a share in the freehold or long leasehold interest from which that lease is derived
- ix. in calculating the extent of any person's share in an interest in a dwelling
- (a) account shall be taken of the shares in any co-owners of that interest and in the case of an interest shared by way of a shared ownership lease the share belonging to the landlord but

- (b) no account shall be taken either of any charge securing the repayment of money or of any reduction in the realisable value of that person's share which would arise on a sale of one share or some shares only in that interest separately from the other share or shares

4. THE Owner hereby further covenants with the Council that

- (a) no person shall go into occupation of a restricted dwelling without the consent of the Council before the expiration of 28 days after he shall have notified the Council in writing of his name and current address and the basis on which he claims to have a need for housing in xxxxxxxxxx Parish or before the expiration of 14 days after he shall have provided such further information and evidence as the Council may (by notice in writing to him within such period of 28 days) reasonably require in order to investigate and verify his claim and
- (b) no person shall remain in occupation of a restricted dwelling without the consent of the Council after the expiration of 28 days after either
 - (i) that person (being a person who has gone into occupation without the consent of the Council and without disclosing the information specified in sub-clause (a) of this clause) has failed to comply with a written request by the Council for disclosure of such information or
 - (ii) a consent given by the Council to his occupation has been revoked or (being a consent which was expressed to be for a temporary period) has expired and not been renewed

PROVIDED THAT any consent to occupation shall be revocable only upon the ground that the Council is satisfied that its consent was obtained by substantial misrepresentation or substantial concealment of material facts

5. THE Owner hereby further covenants with the Council that no more than xx dwellings on the site shall be taken into occupation before *[other obligations as required]*

6. IT IS hereby further provided in relation to the foregoing covenants that:-

- (a) the covenants on the part of the Owner hereinbefore contained are planning obligations for the purposes of Section 106 of the Act and the Council is the local planning authority by which those obligations are enforceable

(b) the expression "the Council" shall mean and include its successors from time to time as local planning authority for an area which includes the site and the expressions "the Owner" and "the Bank" shall include their respective successors in title and assigns

(c) the sums of money specified in this agreement shall unless the Council agrees otherwise be increased in the proportion that the figure last published in the Index of Retail Prices on the day three months before the date of payment bears to the figure in that Index last published three months prior to the date hereof (such last mentioned figure being adjusted to take account of any re-basing of the said Index in the meantime) and

(d) the Council will not enforce a liability under this Deed for breach of the Owner's covenants against any person by reason only of

(i) his being the owner of an interest in a part of the site which does not include the place where such breach occurred or any part of that place or

(ii) his having been at some time before such breach occurred the owner of an interest in the site or in a part of the site which includes that place or some part thereof

8. THE Bank hereby consents to and concurs in the operation of this Deed to the intent that the Owner's covenants hereinbefore contained shall bind the site and the Bank's interest in the site under its legal charge so that the said covenants shall take effect and be enforceable to the like extent and in the like manner (but not further or otherwise) as if they had been made as planning obligations entered into by the Owner with the Council and registered as a local land charge before the Bank's charge was created

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

FIRST SCHEDULE

Circumstances in which a person has a “need for housing”

In a specified area on a specified date

- (a) where he is in or is taking up permanent full-time work (whether as an employee or on a self-employed basis) in an existing concern at a workplace within that area which has been established and maintained by that concern throughout the period of three years ending on that date
- (b) where he has had his only or main home within that area throughout the period of three years ending on that date and is either
 - (1) a first-time buyer or
 - (2) occupying as his only or main home shared accommodation which in the written opinion of the Council is overcrowded or is otherwise unsatisfactory by environmental health standards or
 - (3) a person who requires smaller accommodation and is aged 60 years or more and/or is a registered disabled person or
 - (4) a divorced person who either is required to give up occupation of his only or main home within that area (being the former matrimonial home) or has lost his right to occupy that home under the terms of an order made by the Court on or after divorce (other than an order for the sale of that home and the payment to him of more than 30% of the net proceeds of the sale being an order which either
 - (i) has been carried into effect or has become immediately enforceable at that date or
 - (ii) is suspended at that date but is expressed to be enforceable with effect from a fixed or provisionally ascertainable date within two years thereafter)
- (c) where he had at some previous time (but not more than ten years before that date) a need for housing in that area as defined in paragraph (b) of this schedule and
 - (1) had immediately before that previous time had his only or main home in that area throughout a continuous period (“the said period”) of at least ten years and

CRAVEN DISTRICT COUNCIL

xxxxxxxxxxxxxxxxxx ESQ

xxxxxxxxxxxxxxxxxxxxxxxxx LIMITED

and

xxxxxxxxxxxxxxxxxxxxxxxxx LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990 as amended
relating to provision of Affordable Housing and
Children's Play Area within proposed Residential Development
on land at xxxxxxxxxxxxxxxxxxxxxxx

R Townson
Head of Legal Services
Council Offices
Granville Street
SKIPTON
BD23 1PS
(File Ref: 66/15/nnn)

C3. Outline Application by Landowner

THIS AGREEMENT is made the _____ day of _____ Two thousand and six BETWEEN CRAVEN DISTRICT COUNCIL of Council Offices Granville Street Skipton North Yorkshire (hereinafter called “the Council”) of the first part XXXXXXXXXXXXX LIMITED a company registered in England (No. nnnnnnnnnnnnnnnn) of (hereinafter called “the Owner”) of the second part and XXXXXXXXXXXXXXXXXXXXX BANK PLC a Company registered in England (No nnnnnnnnnnn) whose registered office is at _____ dealing through its Loan Servicing Centre at _____ (hereinafter called “the Bank”) of the third part

WHEREAS

- (1) The Council is the district planning authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called “the Act”) for the area within which is situated the parcel of land lying to the North of xxxxxxxxxxxx in the Parish of xxxxxxxxxxxx and shown edged red on the plan annexed hereto (which land is hereinafter called “the site”)
- (2) The Owner is the freehold owner of the property known as xxxxxxxxxxxxxxxxxxxx and formerly known as xxxxxxxxxxxxxxxxxxxx (which includes the site and the buildings thereon) under a registered title numbered NYK nnnnnnnnnnn subject to a registered charge dated dddddddddd in favour of the Bank
- (3) A written application (to which the Council has allocated the reference number nn/2006/nnnn) dated dddddddd 2006 and subsequently amended has been made to the Council for outline planning permission to develop the site by erecting new dwellings (which proposed development is hereinafter called “the Development” which expression shall also mean and include any development carried out otherwise than in pursuance of planning permission granted on the said application which consists of or includes the provision of dwellings on the site)
- (4) The Council considers (without prejudice to its future determination of any application for approval of reserved matters) that the site is capable of accommodating a development of approximately nn dwellings and is satisfied that the said application is such as may be approved conditionally under the Act if the site is subjected to the planning obligations contained in this Deed but not otherwise

NOW THIS DEED made in pursuance of Section 106 of the Act as substituted by Section 12 of the Planning and Compensation Act 1991 WITNESSETH as follows:-

1. THE Owner hereby COVENANTS with the Council so as to bind the site and each and every part thereof into whosoever hands the same may come

1.1 that the Development shall not be commenced before

1.1.1 there has been submitted to and approved by the Council in writing expressed to be given for the purposes of this Deed a fully detailed scheme for the provision of an element of affordable housing within the Development and its transfer to a Registered Social Landlord ("RSL") which scheme shall include particulars of

- the location type and design of each unit of affordable housing
- the RSL to which it is to be transferred
- the phasing within the development of the building of the affordable units
- the basis on which each unit is to be made available as affordable housing and
- the terms of the planning obligations to be entered into to secure the provision and transfer of each unit

PROVIDED THAT the Council shall not unreasonably withhold or delay its approval in the case of a scheme for the provision of affordable housing comprising nn two-bedroomed and nn three-bedroomed houses for rent and nn two-bedroomed and nn three-bedroomed houses to be made available for Low Cost Home Ownership on a 50% equity share basis and

1.1.2 the planning obligations to secure the provision of that affordable housing and its transfer to the RSL have been entered into

1.2 that no more than nn dwellings on the site shall be taken into occupation before there shall have been paid to the Council (by way of a contribution to the cost of permanent building works to increase capacity at or otherwise

improve xxxxxxxxxxxx Primary School) the sum of NNNNNNNNNNNN
POUNDS (£nnnnn.00) PROVIDED THAT if for any reason payment has not
been made within 28 days after the date hereof the amount of the said
contribution shall be increased if the Council so requires in the proportion that
the monthly figure last published in the Retail Price Index (All Items) prior to
the date six months before payment is made bears to the figure in that Index
for the month of *[6 months before date of agreement]* xxxxxxxxxxxx 200n (such
last mentioned figure being adjusted to take account of any re-basing of the
said Index in the meantime) and

- 1.3 that the said sum shall be paid to the Council on or before the first date on
which nn+1 or more dwellings on the site have been taken into occupation

2. THE Council hereby covenants with the Owner

- 2.1 to repay the said contribution to the person by whom it was made (together
with any interest earned thereon) if and to the extent that the said contribution
has not before the tenth anniversary of the date of payment to the Council
been directly or indirectly expended on such permanent building works as
aforesaid
- 2.2 on receipt of the said contribution to issue a letter addressed to the Owner
confirming receipt of the said contribution and that its obligations in that behalf
under this Agreement have been fully complied with

3. IT IS hereby AGREED AND DECLARED that:-

- 3.1 the covenants herein contained on the part of the Owner are planning
obligations for the purposes of Section 106 of the Act and the Council is the
local planning authority by which those obligations are enforceable
- 3.2 in this Deed:-
 - 3.2.1 the expression "the Council" shall unless the context otherwise
requires include any successor to its functions as district planning
authority for an area which includes the site and

- 3.2.2 the expressions “the Owner” and “the Bank” shall unless the context otherwise requires include their respective successors in title and assigns
- 3.3 this Deed takes effect on the date hereof but shall absolutely determine and be of no effect if either
- 3.3.1 the Council has not within 28 days from (but not including) the date hereof granted outline planning permission for the Development pursuant to the said application in terms substantially identical with those of the draft decision notice attached to this Deed as Annex A or
- 3.3.2 outline planning permission is so granted but is quashed by Order of the Court
- 3.4 no person shall be bound by the obligations contained in this Deed in respect of any period during which he or she no longer has an interest in the site but without prejudice to the liability of such a person for any breach which occurred before he or she parted with his or her interest and (subject to paragraph 3.5 below) without prejudice also to the liability of such a person in respect of any breach subsisting or occurring at any time during a subsequent period when he or she again has an interest in the site or part thereof)
- 3.5 the Council will not enforce the requirements of this Deed regarding payment of the said contribution against any person by reason only of his being the owner of or otherwise interested in any one or more of the first 18 dwellings on the site to be taken into occupation and for the purposes of this sub-clause “dwelling” shall include any associated areas provided by way of garden yard parking or access

4. THE Bank hereby consents to and concurs in the operation of this Deed to the intent that the Owner’s covenants hereinbefore contained shall bind the site and the Bank’s interest in the site under its legal charge so that the said covenants shall take effect and be enforceable to the like extent and in the like manner (but not further or otherwise) as if they had been made as planning obligations entered into by the

Owner with the Council and registered as a local land charge before the Bank's charge was created

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

THE COMMON SEAL of

CRAVEN DISTRICT COUNCIL

was hereunto affixed in the presence of:-

Head of Legal Services

THE COMMON SEAL of

xxxxxxxxxxxxxxxxx LIMITED

was hereunto affixed in the presence of:

Director

Director/Secretary

SIGNED as a Deed by

.....

as Attorney for and on behalf of

xxxxxxxxxxxxxxxxx BANK PLC

In the presence of:

CRAVEN DISTRICT COUNCIL

with

XXXXXXXXXXXXXXXXXXXXXXXXX LIMITED

and

XXXXXXXXXXXXXXXXX BANK PLC

AGREEMENT

made in pursuance of Section 106 Town and Country
Planning Act 1990 (as substituted by the Planning and
Compensation Act 1991)

Relating to proposed residential development at
XXXXXXXXXXXXXXXXXXXXXXXXX, North Yorkshire

R Townson
Council Offices
Granville Street
SKIPTON
North Yorkshire
BD23 1PS

File ref: 66/15/nnn

Colin Walker
Director of Environmental & Planning Services

**Craven District Council, Planning and Building Control, Council Offices, Granville Street,
Skipton, BD23 1PS**

**Telephone Number 01756 706472 Email: ldf@cravenc.gov.uk
Web: www.cravenc.gov.uk**

SOUTH LAKELAND DISTRICT

RICHMONDSHIRE DISTRICT

CRAVEN DISTRICT

Electoral Wards and Parishes

LANCASTER DISTRICT

HARROGATE DISTRICT

The Plan Area
(Craven LDF)

RIBBLE VALLEY DISTRICT

PENDLE DISTRICT

BRADFORD DISTRICT

KEY TO WARDS

- | | |
|---------------------------------|----------------------------|
| 1. Aire Valley with Lothersdale | 11. Penyghent |
| 2. Bentham | 12. Settle and Ribblesdale |
| 3. Barden Fell | 13. Skipton East |
| 4. Cowling | 14. Skipton North |
| 5. Embsay-with-Eastby | 15. Skipton South |
| 6. Gargrave and Malhamdals | 16. Skipton West |
| 7. Glusburn | 17. Sutton-in-Craven |
| 8. Grassington | 18. Upper Wharfedale |
| 9. Heilfield and Long Preston | 19. West Craven |
| 10. Ingleton and Clapham | |

 Yorkshire Dales National Park