

DATED

4TH APRIL

2014

WEST DORSET DISTRICT COUNCIL

and

JOHN ROSS DICKINSON

and

HASTOE HOUSING ASSOCIATION LIMITED

and

MARSHWOOD COMMUNITY LAND TRUST LIMITED

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990

Relating to land adjacent to Greenacres, Marshwood, Bridport, Dorset


Michelmores
Woodwater House
Pynes Hill
Exeter EX2 5WR
DX 135608 EXETER 16
Tel: 01392 688688
Fax: 01392 360563
Email: dar@michelmores.com

THIS DEED is made the 4 day of APRIL 2014 **BETWEEN**

1. **WEST DORSET DISTRICT COUNCIL** of South Walks House South Walks Road
Dorchester Dorset ("**the Council**")
2. **JOHN ROSS DICKINSON** of Racedown Home Farm, Marshwood, Bridport, Dorset
DT6 5QQ ("**the Owner**");
3. **HASTOE HOUSING ASSOCIATION LIMITED** of Marina House 17 Marina Place
Hampton Wick Kingston Upon Thames KT1 4BH (registered as an Industrial and
Provident Society under number 16243R) ("**the Developer**")
4. **MARSHWOOD COMMUNITY LAND TRUST** of 7 Marshalsea Marshwood Dorset
DT6 5QE ("**MCLT**")

WHEREAS

1. The Council is the Local Planning Authority for the purposes of the Act for the area
within which the Land is situated
2. The Owner is the registered proprietor of the Land registered under freehold title
number DT368747 subject to the entries disclosed in the registered title but
otherwise free from encumbrances
3. The Developer applied to the Council by written application known to the Council by
reference number 1/D/13/000886 for planning permission to carry out the
Development on the Land
4. MCLT have requested that they be a party to this Agreement in anticipation of
acquiring the freehold of some of the Land.
5. The Council is minded to grant planning permission for the Development subject to
the Owner having first entered into the covenants in this Deed

NOW THIS DEED WITNESSETH

1. Definitions

1.1. In this Deed the following words and expressions shall have the following meanings:

"the Act"	means the Town and Country Planning Act 1990
"Affordable Dwellings"	means the eight dwellings to be constructed pursuant to the Planning Permission all of which fall within the definition of Affordable Housing
"Affordable Housing"	means affordable housing within the meaning of National Planning Policy Framework or any other statement or circular which may supersede it being Affordable Dwellings disposed of in accordance this Agreement and constructed to the standards required by the HCA
"Affordable Rent"	means a weekly rent (inclusive of any service charges an Approved Provider seeks to charge in respect of an Affordable Rented Unit) which does not exceed 80% of Market Rent for the Affordable Rented Unit to be let on an Affordable Rent Tenancy such levels of rent to be approved with the Council (such approval not to be unreasonably withheld or delayed)
"Affordable Rented Unit"	means any of the Affordable Dwellings shown on the Plan and marked Plots 1, 2, 3, 4, 5, 7 and 8 to be constructed as Affordable Housing and to be let by an

Approved Provider at an Affordable Rent on an Affordable Rent Tenancy or at an Affordable Rent on an Assured Tenancy (and the **"Affordable Rented Units"** means all of them)

"Affordable Rent Tenancy"

means a tenancy for a minimum period of two years and subject to such other terms permitted by the HCA

"Allocations Plan"

means the allocation plan in force from time to time, the initial plan being annexed to this Deed at Annex A to Schedule 1

"Allocations Plan Connection"

means one or more of the following connections with the Primary Parishes preceding the Start Date:

- a. being continuously and permanently resident for at least 11 months in the past year or at least 10 years in the past 20 years, or
- b. being in permanent employment or self-employment for 16 hours per week in at least the preceding 6 months, or
- c. a family connection and for the purpose of this definition a family connection is satisfied if the applicant's mother, father, son or daughter has immediately prior to the Start Date been in continuous occupation in one of the Primary Parishes for a period of not less than 10 years, or
- d. such other special circumstances approved in writing by the Council

prior to Occupation of an Affordable Dwelling

"Approved Provider"

means:

- a. a Registered Provider approved by the Council; or
- b. a provider of housing approved by the Council for the purpose of owning maintaining and managing Affordable Housing

in both cases such approval not to be unreasonably withheld or delayed

"Assured Tenancy/Tenancies"

means an assured tenancy under the Housing Act 1988 (and may where appropriate include an assured shorthold tenancy or such other form of periodic or other tenancy for the time being permitted by law for use by Approved Providers for the type of Affordable Housing proposed)

"the Chargee"

means any mortgagee or chargee of any tenant of an Affordable Dwelling subject to a Shared Ownership Lease or of the Approved Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver appointed pursuant to the Law of Property act 1925)

"the Chargee's Duty"

means the planning obligations set out under clauses 4.9 and 5.7 of this agreement

"Commencement of
Development" and
"Commence the Development"

means the first instance of the carrying out of a material operation as defined in Section 56 of the Act to implement the Planning Permission other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements

"Council's Housing Register"

means the common housing register held by the Council or such other list or register that the Council may in future hold identifying Local Needs Persons

"the Development"

means the erection of eight (8) Affordable Dwellings pursuant to the Planning Permission

"the District"

means the administrative area of the Council

"HCA"

means the Homes and Communities Agency of Central Business Exchange 11 406-412 Midsummer Boulevard Central Milton Keynes MK9 2EA or its statutory successor

"Housing Need"

means the circumstances where unless provided to the contrary in this Agreement a household is currently occupying accommodation that is substandard or unsuitable for its requirements and which

has an income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market

"the Land"

means the land shown edged with a thick black line on the Plan

"Local Connection"

means one or more of the following connections with the Primary or Secondary Parishes (as the case may be) preceding the Start Date:

- a) being permanently resident therein for at least six months during the past year or three years during the past five years; or
- b) in permanent work therein for 16 hours or more per week; or
- c) having close relatives (i.e. parents, children, brother or sister) living in the said parish or parishes who have lived there for at least five years; or
- d) other special circumstances which create a link to the parish (not including residence in a hospital, holiday let, or prison) and having been first verified in writing by the Council as having such special circumstances

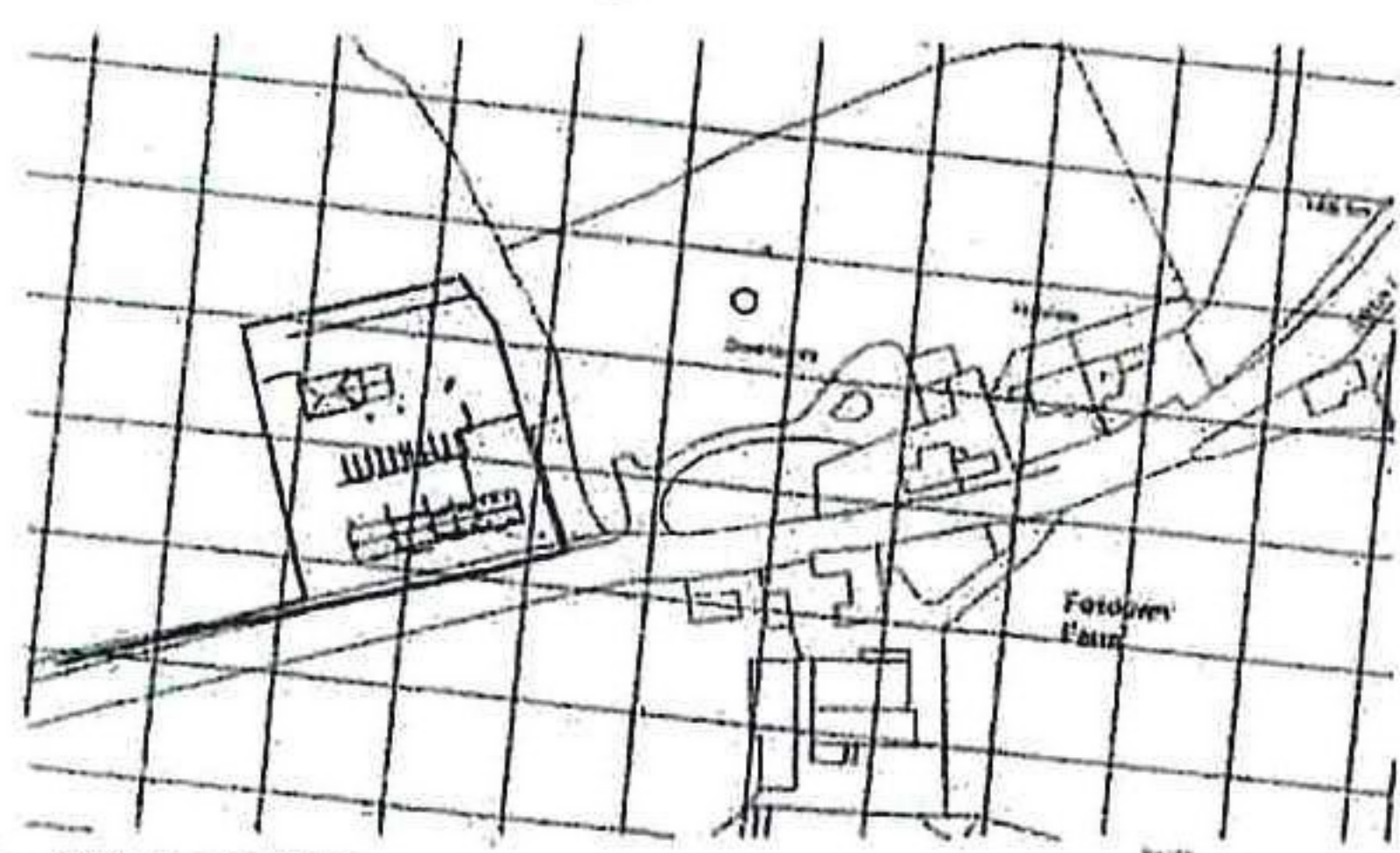
"Local Needs Persons"

means a person or persons in Housing Need registered on the Council's Housing Register (together with immediate family and dependants of such a person) who

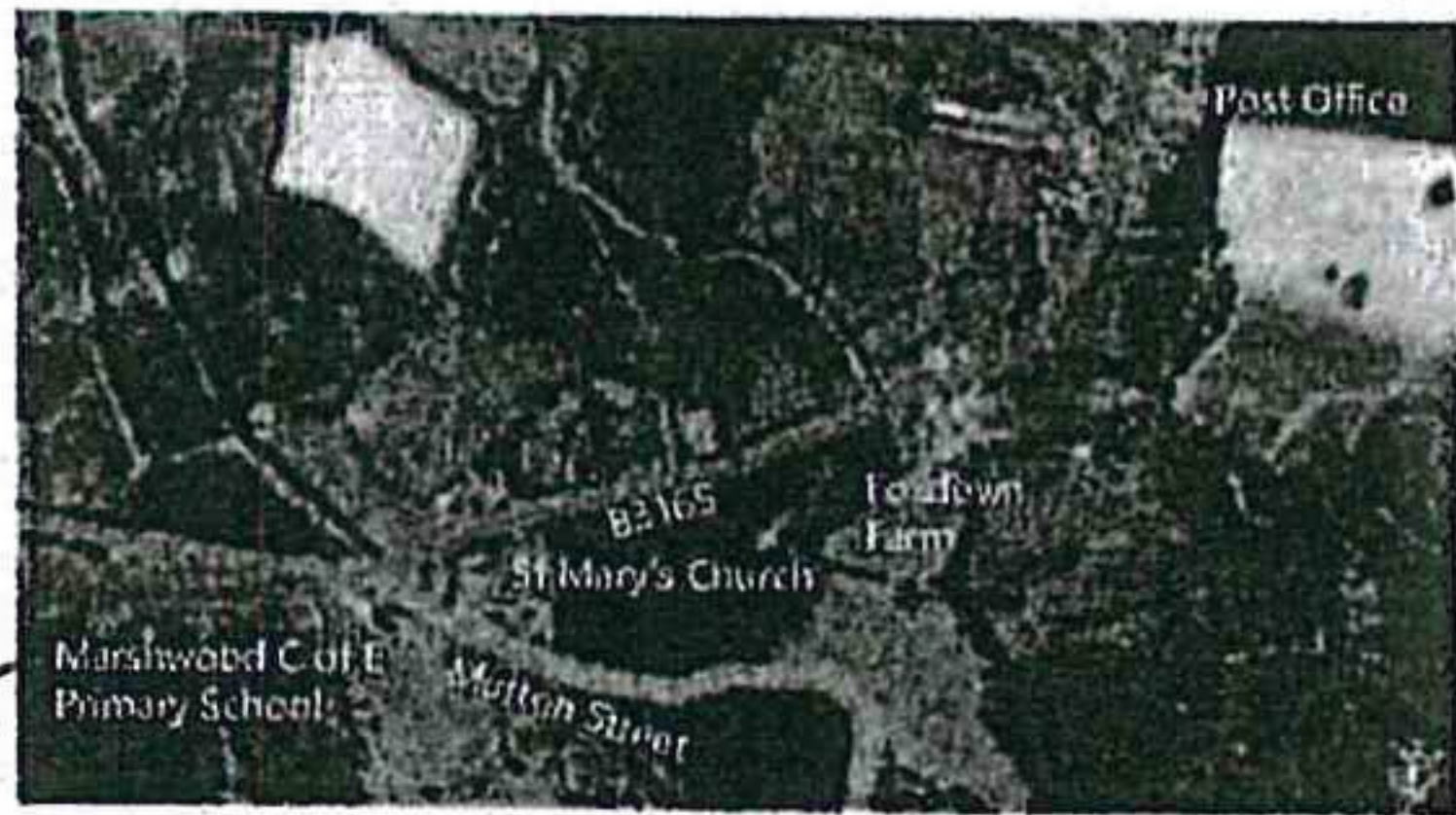
1. have an Allocations Plan

W. Khan
Thane Farm

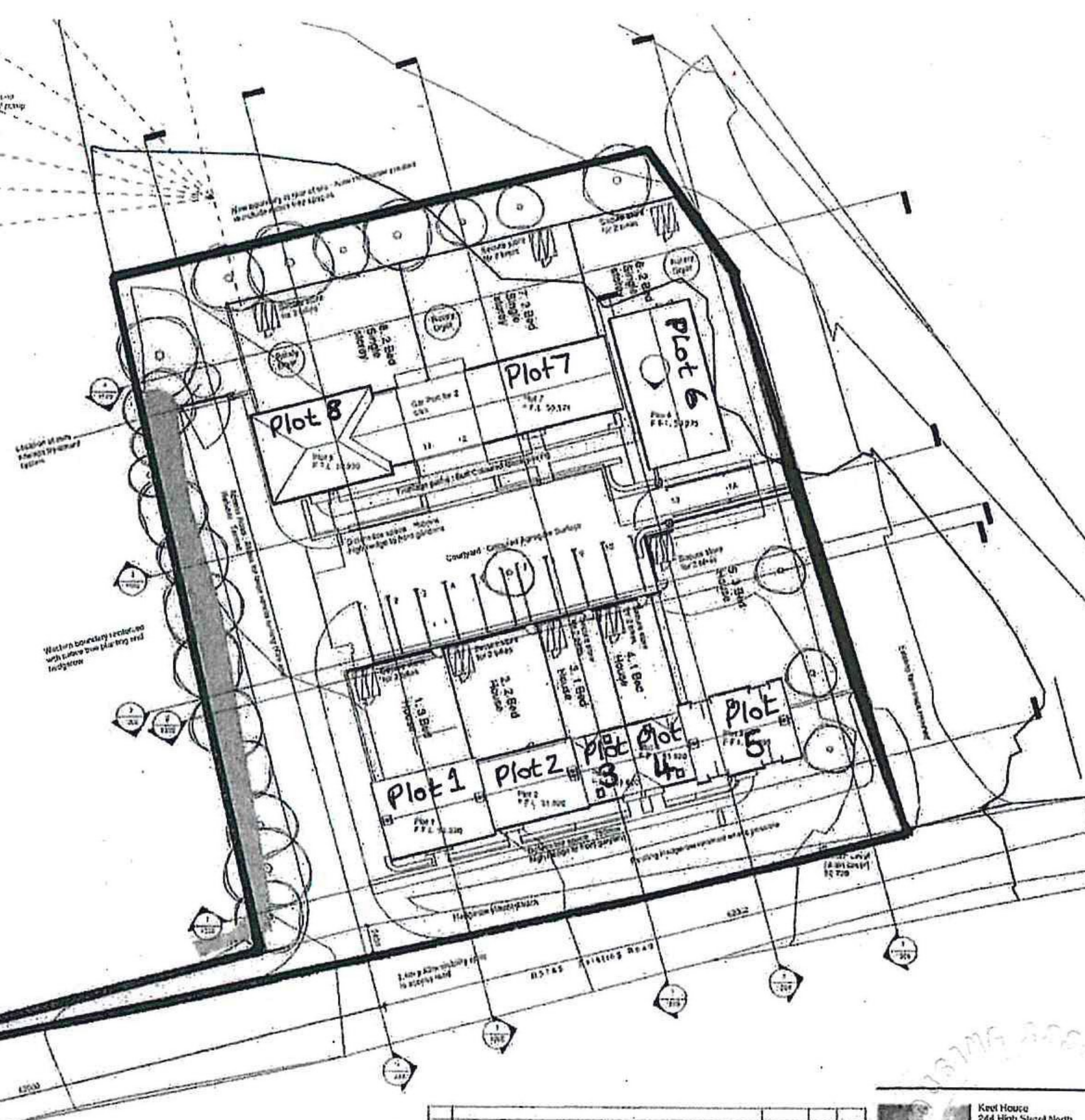
W. Khan
Thane Farm



1 Site Location
 1:1250



Site location for Reference - Not to scale



2 Site Layout
 1:200

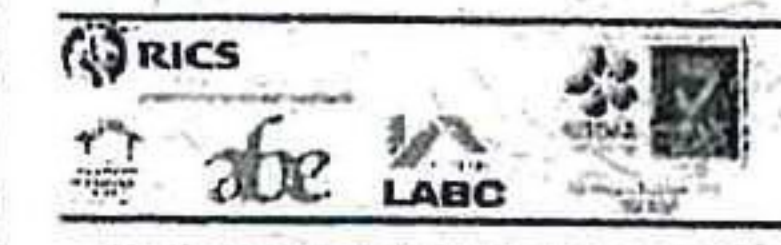
Rev	Description	Date	By	Check
1	Proposed layout of plots 1-8	18.11.2013	W. Khan	W. Khan
2	Revised layout of plots 1-8	24.10.2013	W. Khan	W. Khan
3	Revised layout of plots 1-8	17.07.2013	W. Khan	W. Khan

Kest House
 244 High Street North
 Poole
 Dorset
 BH15 1EA
 Tel: 01202 415555
 Fax: 01202 415579
 Email: info@ellis-belk.com
 Website: www.ellis-belk.com

J. Khan
 Hasloe
 Project Manager
 Thane Farm (Marshwood)

Ellis-Belk
 13017
 1000
 C

Thane Farm | Marshwood



14/02/14

Connection with the Primary
Parishes; or

2. if no persons satisfying the requirement in (1) above have been identified by the Council within 1 (one) month of the date the Notice of Availability was served on the Council then such person or persons who have a Local Connection with the Primary Parishes; or
3. if no persons satisfying the requirement of (1) or (2) above have been identified by the Council within a period of 2 (two) months from the date the Notice of Availability was served on the Council have a Local Connection with the Secondary Parishes; or
4. if no persons satisfying the requirement of (1) (2) or (3) above have been identified by the Council within a period of 3 (three) months from the date the Notice of Availability was served on the Council have a Local Connection with the District

"Market Rent"

means the estimated amount for which an Affordable Dwelling should be let on the date of valuation between a willing lessor and willing lessee (disregarding the obligations in this Agreement) in an arms length transaction after proper

marketing where the parties have acted knowledgeably prudently and without compulsion such estimated amount to be agreed between the Council and the Approved Provider or in the absence of such agreement to be determined by the Valuer in accordance with the principles set out above

"Notice of Availability"

means a notice in writing in accordance with Clause 4 of this Agreement informing the Council of the date the Affordable Dwelling will be available for occupation

"Notice of Commencement"

means a notice in writing to advise the Council of the date that Commencement of Development will take place

"Occupation"

means for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display and "Occupy" and "Occupied" shall be similarly construed

"Plan"

means the plan annexed hereto

"Plot 6"

means the dwelling to be constructed pursuant to the Planning Permission and marked Plot 6 on the Plan

"Primary Parishes"

means the parishes of Marshwood Bettiscombe and Pilsdon and those parts of the parishes of Broadwindsor Wootton Fitzpaine Whitchurch Canoncorum and Stoke Abbot that fall within the catchment area of Marshwood County Primary School which for the purpose of identification only

	are shown shaded pink on the plan attached at Annex A of Schedule 1
"the Planning Application"	means the application for full planning permission for the Development to which the Council have allocated registration number 1/D/13/000886
"the Planning Obligations"	are the covenants on behalf of the Owner contained in clause 4 of this Deed
"the Planning Permission"	means a notice of decision issued by the Council pursuant to the Planning Application
"Registered Provider"	means a registered provider of social housing as defined in the Housing and Regeneration Act 2008
"Secondary Parishes"	means the parishes of Thorncombe Netherbury Symondsburry Broadwindsor and Burstock and those parts of the parishes of Wooton Fitzpaine Stoke Abbot and Whitchurch Canonorum that fall outside the catchment area of Marshwood County Primary School
"Statutory Declaration"	means a statutory declaration in the form set out at Schedule 2
"Start Date"	means the date immediately preceding the date on which the Affordable Dwelling is occupied by the Local Needs Person
"Valuer"	means an independent expert who is a member or fellow of the Royal Institution of Chartered Surveyors and approved in writing by the Council such approval not to be unreasonably withheld or delayed and

in the absence of agreement as nominated by the President (or other appropriate person) of the RICS on the application of either party.

2. Interpretation

2.1 In this Deed:

- 2.1.1 words importing the singular include the plural and vice versa
- 2.1.2 references to persons include bodies corporate and vice versa
- 2.1.3 save where the context otherwise requires all covenants obligations or other commitments given or undertaken by more than one person are given or undertaken by them jointly and severally
- 2.1.4 any reference to the Owner, the Developer, MCLT or Council or any other legal or natural person shall unless the context indicates otherwise include his her its or their heirs assigns and successors in title and in the case of the Council shall also include any successor in function
- 2.1.5 the clause headings shall not affect the construction of this Deed
- 2.1.6 save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this Deed which is so numbered
- 2.1.7 every reference to any statute or any section of any statute shall be read and construed as including a reference to any statutory amendment modification or re-enactment thereof for the time being in force and to every instrument order direction regulation bye-law permission licence consent condition scheme or other such matter made in pursuance of such statute

2.2 If any provision of this Deed shall be held to be illegal invalid or unenforceable the legality validity and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

2.3 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no third party shall have any rights to enforce the terms of this Agreement

2.4 The Owner and Developer hereby covenants with the Council for themselves and their successors in title

2.4.1 that the Land shall be permanently subject to the restrictions and provisions herein contained

2.4.2 not to develop or cause or permit any part of the Development other than in strict conformity with this Agreement and with the Planning Permission

3. Land Bound and Enforcing Authority

3.1. This Deed is entered into pursuant to Section 106 of the Town and Country Planning Act (as amended) and Section 111 of the Local Government Act 1972 and all other statutory and other enabling powers and shall be enforceable accordingly

3.2. This Deed is a Local Land Charge and shall be registered as such in the Register of Local Land Charges maintained by the Council

3.3. The Planning Obligations:

3.3.1. are planning obligations for the purposes of Section 106 of the Act

3.3.2. relate to the Land

3.3.3. bind the freehold interest of the Owner in the Land

3.3.4. are enforceable by the Council

3.3.5. shall not be enforceable against any person in respect of any period during which it no longer has an interest in the Land but without prejudice to liability for any subsisting breach which may have occurred prior to parting with that interest

3.4 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers

3.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the Planning Permission relating to the Development granted after the date of this Agreement

3.6 This Agreement shall terminate and cease to have effect if the Planning Permission expires without being begun or if the Planning Permission is quashed, revoked or modified

3.7 The covenants in this Agreement shall take effect on the Commencement of Development save for Clauses 4.1 and 5 which shall take effect on the date of this Agreement

4. The Planning Obligations

The Owner hereby covenants with the Council for himself and his successors in title:-

Notices

4.1 Not to Commence the Development until a Notice of Commencement has been given to the Council

Affordable Housing

- 4.2 The Affordable Dwellings to be constructed on the Land are hereby designated as Affordable Housing and shall not be Occupied other than Affordable Housing subject to the provisions of this Deed
- 4.3 Seven of the Affordable Dwellings (being Plots 1,2, 3, 4, 5, 7 and 8 shown on the Plan) shall be provided as Affordable Rented Units
- 4.4 To construct all of the Affordable Dwellings to the standards required by the HCA current at the date the said Dwellings are constructed
- 4.5 Not to Occupy or permit the Occupation of the Affordable Rented Units other than by way of an Affordable Rent Tenancy at an Affordable Rent
- 4.6 Not less than 10 Working Days prior to the Occupation of each and every Affordable Dwelling to serve a Notice of Availability upon the Council PROVIDED THAT once the Notice of Availability has been served this Clause shall not prevent the Occupation of the relevant Affordable Dwelling
- 4.7 Not less than 5 Working Days prior to the Occupation of each and every Affordable Rented Unit to notify the Council of the name and address of the proposed occupier(s) and supply details of the said person's qualification as a Local Needs Person in Housing Need together with such other information the Council may reasonably require
- 4.8 Subject to Clause 4.9 not to permit the Affordable Rented Units to be Occupied otherwise than by Local Needs Persons who are in the reasonable opinion of the Council are in Housing Need unless

4.8.1 the Owner has served a Notice of Availability on the Council that the Affordable Dwelling is vacant and available for Occupation, and

4.8.2 that a period of six months has elapsed since the service of the Notice of Availability, and

4.8.3 despite the best endeavours of the Owner the granting of an Affordable Rent Tenancy to a Local Needs Person has not been concluded

then the Owner shall be entitled to dispose of the Affordable Dwelling free from the restrictions of this Agreement but all future dispositions shall remain subject to the requirements of this Agreement

4.9 Not to Occupy or permit the Occupation of Plot 6 other than by way of an Assured Shorthold Tenancy (or such other tenancy which enables the Owner to recover vacant possession at the end of the term) for a minimum period of two years at a rent which does not exceed 80% of Market Rent

4.10 Not to Occupy or permit the Occupation of Plot 6 other than by a Local Needs Person

4.11 The Owner shall construct Plot 6 to at least ground floor slab level with all the usual services necessary for Occupation connected prior to first Occupation of the Affordable Dwellings (but breach of this covenant shall not prevent the Affordable Rented Units being Occupied)

4.12 Prior to the first Occupation of Plot 6 the Owner shall keep the land upon which Plot 6 is to be constructed in a clean and tidy condition and ensure that weeds are kept to a minimum

4.13 Prior to each and every Occupation of Plot 6 the Owner shall submit to the Council a Statutory Declaration completed and sworn by the prospective occupiers of Plot 6 for

the purpose of establishing that the said prospective occupiers are Local Needs Persons with a Local Connection

4.14 With respect to Plot 6 the Council may call for such further information as it may reasonably require (in addition to the Statutory Declaration) to determine if a prospective occupier of Plot 6 is a Local Needs Person with a Local Connection

4.15 The Owner and not the Council shall select the proposed occupier(s) of Plot 6 save that on each and every occasion the said dwelling is Occupied the proposed occupier(s) shall satisfy the definition of Local Needs Person

4.16 A Chargee in possession shall prior to seeking to dispose of its interest in any Affordable Dwelling pursuant to any default under the terms of its mortgage or charge give not less than 28 days prior written notice to the Council of its intention to dispose and:

4.16.1 in the event that the Council responds within 28 days from receipt of the notice indicating that arrangements for the transfer of the interest in the Affordable Dwelling can be made in such a way as to safeguard it as Affordable Housing and safeguard the interests of the Chargee then the said Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer;

4.16.2 if the Council does not serve a response to the notice referred to in Clause 4.16.1 above with arrangements for the transfer of the interest in the Affordable Dwelling to be made in such a way as to safeguard it as Affordable Housing and safeguard the interest of the Chargee then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed;

4.16.3 if the Council or any other person cannot within three (3) calendar months of the date of service of its response under clause 4.16.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 4.16.1 the Chargee shall be entitled to dispose of its interest free of the restrictions set out in this Deed

PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

5 Legal Costs

The Developer covenants that it will pay to the Council no later than the date of completion hereof the Council's reasonable legal costs incurred in connection with this Deed

6 Acknowledgments

6.1 The Council hereby acknowledges it approves Hastoe Housing Association Limited as Approved Providers for the purposes of this Deed

6.2 The Council hereby acknowledges that with respect to Plot 6 John Ross Dickinson is approved as an Approved Provider for the purposes of this Deed or such of his heirs or assigns as the Council may from time to time approve such approval not to be unreasonably withheld or delayed

7 Notices

Any notice consent or approval required to be given under this Deed to any party to this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post

to the address of the party as aforesaid or such other address for service as shall have been previously notified by the party to the other parties

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

EXECUTED AS A DEED by WEST)

DORSET DISTRICT COUNCIL by)

affixing its Common Seal in the)

presence of:-)

[Redacted Signature]

Chairman of the Council

[Redacted Signature]

Chief Executive



14127/14

EXECUTED AS A DEED by HASTOE)

HOUSING ASSOCIATION LIMITED by)

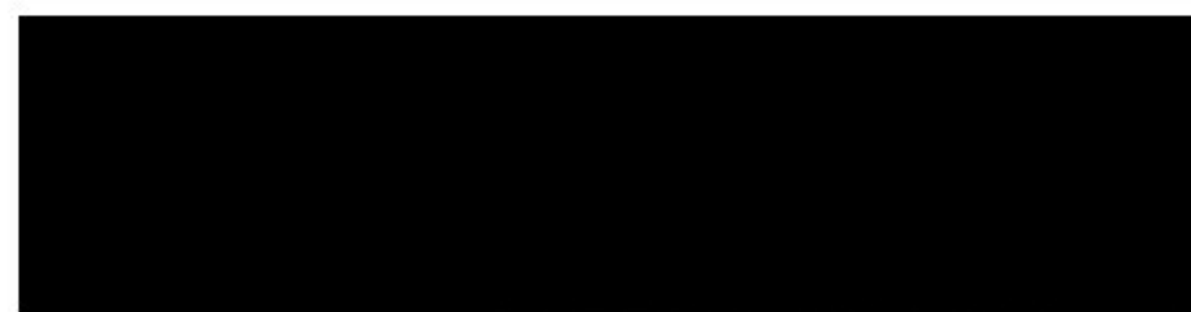
affixing its Common Seal in the presence)

of :-)

Authorised Signatory	[Redacted Signature]
	Director
Authorised Signatory / Secretary	[Redacted Signature]
	for

SIGNED AS A DEED by JOHN

)



ROSS DICKINSON in the presence of

)



Signature of Witness

Signature



Name of Witness

36 East Street

Bundaberg

PO Box 344

Address of Witness

EXECUTED AS A DEED by

) DAVID CECIL HITCHCOCK

MARSHWOOD COMMUNITY LAND

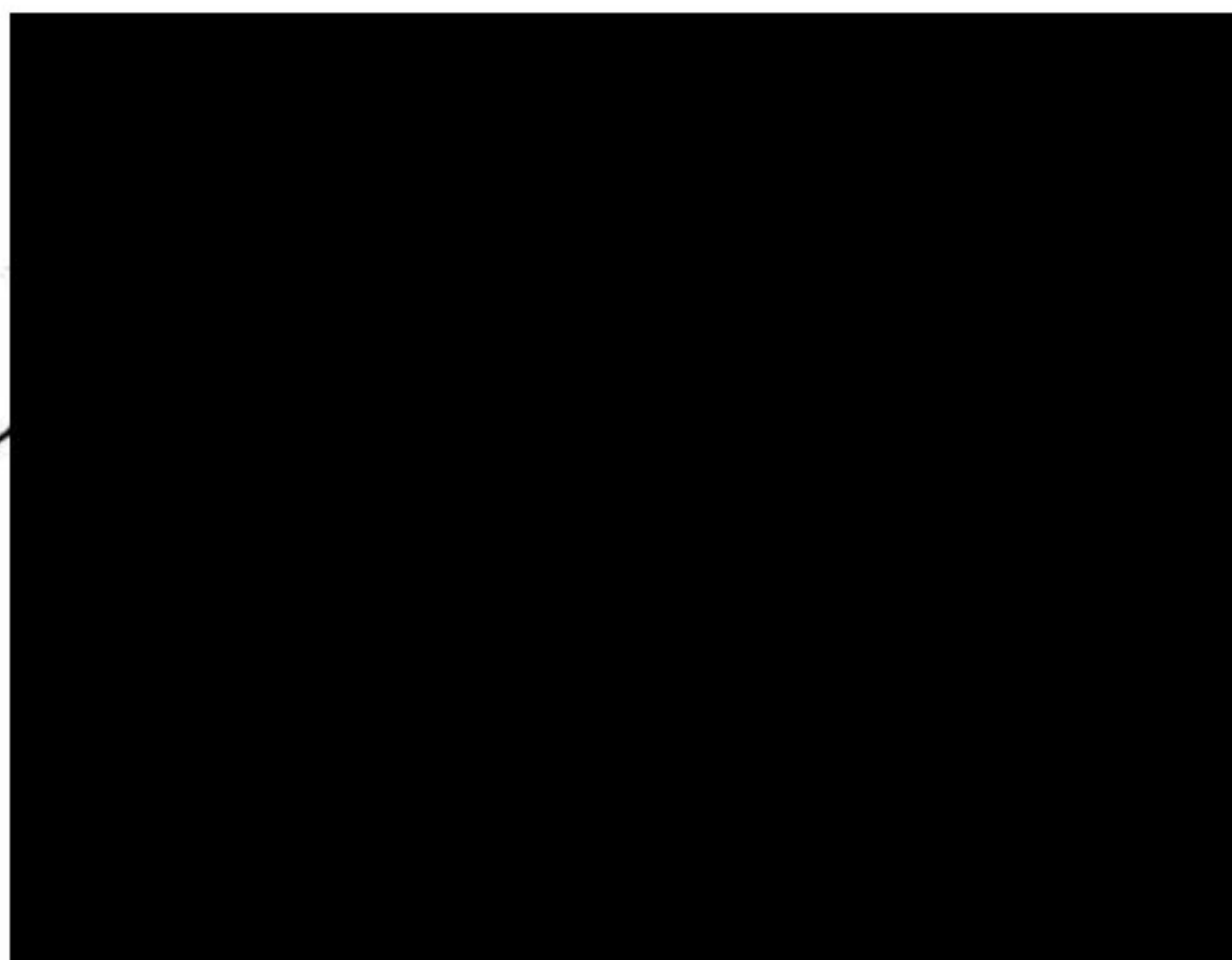
) CHARLES NICHOLAS SOMERS

TRUST LIMITED in the presence of :-

)

Director

Director



SCHEDULE 1 ALLOCATIONS PLAN

Marshwood Community Land Trust Ltd

1. Background

- 1.1 **Marshwood Community Land Trust Ltd** of 7 Marshalsea Marshwood Dorset DT6 5QE (incorporated under the Industrial and Provident Societies Act 1965, registration no. 31719R) hereinafter referred to as the "Trust".
- 1.2 The Trust has entered into a long term lease with the Registered Provider **Hastoe Housing Association Ltd** of Marina House 17 Marina Place Hampton Wick Kingston upon Thames KT1 4BH (Industrial & Provident Society registration no: 16243R); hereinafter referred to as the "Landlord".
- 1.3 This Allocations Plan has been prepared to ensure that the objects of the Trust are met and relates to the development of 7 affordable rented dwellings on land adjacent to Greenacres, Marshwood, Dorset.
- 1.4 Every effort has been made to ensure the Allocation Plan is not at variance with other policies and agreements but in the event that this Allocations Plan is found to be at variance with the Section 106 Agreement dated ***** of **** 2014 ("the Section 106 Agreement") then the Section 106 Agreement shall take precedence and this Allocations Plan shall be amended accordingly.

2. Section 106 Agreement (Town & Country Planning Act 1990)

- 2.1 This Plan sets out how the process by which the Trust and the Landlord will comply with the requirements of a Section 106 of 2014.
- 2.2 The purpose of the Section 106 Agreement is to ensure that the dwellings remain as affordable rented dwellings in perpetuity and that in allocating the dwellings priority is given to people in housing need and with a local connection.

3. Local Connection

- 3.1 To be eligible for the properties an applicant must have a local connection to the Marshwood CLT catchment area defined in Paragraph 3.2 below 'the catchment area'.
- 3.2 The catchment area consists of the following parishes: Bettiscombe, Marshwood and Pilsdon and those parts of the parishes of Broadwindsor Wootton Fitzpaine, Whitchurch, Canonichum and Stoke Abbot that fall within the catchment area of Marshwood County Primary School (see plan at Annex A).
- 3.3 A local connection initially means having one or more of the following Allocation Plan Connections with the catchment area:

- being continuously and permanently resident in the catchment area for at least 11 months in the past year or at least 10 years in the past 20 years, or
- being in permanent employment or self-employment in the catchment area for 16 hours per week in at least the preceding 6 months, or
- having a family connection with the catchment area. For the purpose of this definition a family connection is satisfied if the applicant's mother, father, son or daughter has been in continuous occupation in the catchment area for a period of not less than 10 years,
- or such other special circumstances which create a link to the catchment area approved in writing by the Council prior to occupation.

3.4 Should any homes remain to be allocated after one month then applicants with one or more of the following West Dorset District Council Connections will become eligible:

- being permanently resident in the catchment area for at least 6 months during the past year or three years during the past 5 years; or
- in permanent work therein for 16 hours or more per week; or
- having close relatives (i.e. parents, children, brother or sister) living in the catchment area who have lived there for at least 5 years; or
- other special circumstances which create a link to the catchment area (not including residence in a hospital, holiday let, or prison) and having been first verified in writing by the Council as having such special circumstances

3.5 Should any homes remain to be allocated after a further month then applicants with one of the West Dorset District Council Connections to the Secondary Parishes will become eligible. Secondary Parishes means the parishes of Thorncombe, Netherbury, Symondsbury, Broadwindsor and Burstock and those parts of the parishes of Wooton Fitzpaine, Stoke Abbot and Whitchurch Canonorum that fall outside the catchment area.

3.6 Should any homes remain to be allocated after a further month then applicants with one of the West Dorset District Council connections to the District as a whole will become eligible.

4. Housing Needs

4.1 Applicants must be in housing need. This means:

- occupying accommodation that is substandard or unsuitable for their requirements and
- having an income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market.

4.2 Verification of housing need will be carried out by registration on the Council's waiting list.

5. Application of Criteria

5.1 The Landlord is responsible for lettings. Residents will be tenants of the Landlord.

- 5.2 Applications will be prioritised by Local Connection and then, if there are more applicants at any level of the cascade than there are homes, by Housing Need.
- 5.3 Where two or more applicants have equal status in terms of local connection and housing need, their length of time on the Council's Housing Register will be taken into consideration.
- 5.4 As affordable rented homes are in short supply, a home with a spare bedroom would not be offered except in the following circumstances:
- where a member of the family has a long term illness or disability and may need a carer to stay overnight on a regular basis
 - where, after allocating two bedroom homes to families with children or dependent relatives, some homes remain available, couples with a local connection may be considered for that property
 - where children, who normally live with their other parent, frequently stay overnight
- under occupancy on this basis will be considered at each stage in the cascade.

6. Advertising of Vacancies

- 6.1 On the first lettings, the Landlord and the Trust will hold an open meeting 6 months before the expected completion date of the properties to provide information and advice.
- 6.2 The Landlord will notify the Trust of all rental vacancies. Rented properties will be advertised on Dorset Home Choice. In the event that DHC is unable to provide this service, or the definitions of the Bands should change, the Trust and the Landlord will ensure that future applicants who would formerly have been eligible for the properties by having a local connection and being in the Bronze Band will remain eligible the Trust and the Landlord will formally amend this Allocations Plan accordingly (and with it, the Section 106 Agreement.)
- 6.3 When notified of vacancies the Trust will use local communications to ensure as many local people as possible know about the vacancy and how to apply.

7 The Offer Process

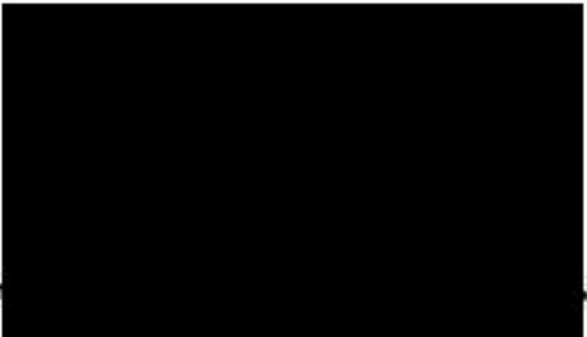
- 7.1 The Landlord will carry out a home visit to verify the information provided by the applicant. All applicants who are being considered for housing will be visited.
- 7.2 Prior to an offer being made – and with the consent of the applicants - the Landlord will provide the Trust with applicants' names and stated local connections in order that the Trust can use its local knowledge to verify the applicant's local connections.
- 7.3 In the event of a disagreement, the Landlord will make the final decision.

Signed on behalf of Marshwood Community Land Trust

Chairman.....

Dated 17th march 2014.

Signed on behalf of Hastoe Housing Association

Head of Housing.....

Dated..... 19/3/14

11 March 2014 1429/14

SCHEDULE 2 STATUTORY DECLARATION

I, (name)

of (address)

do solemnly and sincerely declare as follows:

1. I wish to rent / buy the dwelling known as
Marshwood (the "Affordable Home) and ask WEST DORSET DISTRICT COUNCIL to take the information in this Declaration into account in deciding whether I qualify to do so.
2. I have lived in the District of West Dorset since (date) and I have lived in the Parish of since(date).
3. My occupation is
4. Since(date) my employer has been.....
.....(name).
5. My household will consist of:-
 - a) Name
Relationship Age (if under 21)
 - b) Name
Relationship Age (if under 21)
 - c) Name
Relationship Age (if under 21)
 - d) Name
Relationship Age (if under 21)
 - e) Name
Relationship Age (if under 21)
6. My/our gross annual household income is £ per year.
7. I have seen a copy of the Planning Permission and S106 Undertaking dated ****relating to this development and I understand the restrictions on who may occupy the Affordable Home I propose to rent / buy. The reason I comply is as follows:

.....
.....
.....
.....

I shall comply with the terms of the Planning Permission and S106 Agreement affecting the site and as an occupier of the Affordable Home.

8. I shall occupy the Affordable Home as my only home and I confirm that neither I nor any member of my household owns either:-

8.1 an interest in any other property (save in such property as may be the subject of matrimonial proceedings in circumstances where I or they have no right to occupy the said property); or

8.2 any capital assets which would enable me or them to purchase a dwelling in the administrative area of West Dorset District Council area at the open market price.

9. I have prepared this statement to be submitted to West Dorset District Council as evidence that I and my household qualify to occupy the affordable home

10. I make this Statutory Declaration from matters which I have personal knowledge.

11. I have been advised that if I give **FALSE INFORMATION** in this Statutory Declaration and consequently acquire an interest in the Affordable Home this may constitute the **CRIMINAL OFFENCE** of obtaining a pecuniary advantage by deception under Section 16 of the Theft Act 1968.

12. And, **I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING THE SAME TO BE TRUE AND BY VIRTUE OF THIS STATUTORY DECLARATIONS ACT 1835.**

DECLARED at

In the County of

THIS DAY OF 20

Signed

Before me,

Solicitor/Commissioner for Oaths

STATUTORY DECLARATION ENDS