

DATED

25 MARCH

2025

(1) THE COUNCIL OF THE ISLES OF SCILLY

and

(2) LIVEWEST HOMES LIMITED

PLANNING OBLIGATION BY

AGREEMENT under

Section 106 of the Town and

Country Planning Act 1990

Relating to land at

Ex-Secondary School Site, Carn Thomas, St Mary's, Isles of Scilly

**Council of the Isles of Scilly
Old Wesleyan Chapel
Garrison Lane
St Mary's
Isles of Scilly
TR21 0JD**

THIS DEED is made

25 MARCH

2025

BETWEEN

- (1) **THE COUNCIL OF THE ISLES OF SCILLY** of Old Wesleyan Chapel, Garrison Lane, St Mary's, Isles of Scilly, TR21 0JD ("**the Council**"); and
- (2) **LIVWEST HOMES LIMITED** (Community Benefit Society No. 7724) whose registered address is at 1 Wellington Park Skypark Clyst Honiton Exeter EX5 2FZ. ("**the Owner**")

WHEREAS

1. The Council is the Local Planning Authority for the purposes of this Deed for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable
2. The Owner is interested as Freehold Owner in the Land which is registered at the Land Registry with title absolute under title number CL368738
3. The Owner has applied to the Council for planning permission for the Development on the Land and the Council is minded to grant approval of the Development under reference number P/24/028/FUL ("**the Planning Permission**") subject to the Owner first entering into this Deed

NOW THIS DEED is made in pursuance of Section 106 of the Act and contains planning obligations and is a planning obligation for the purposes of that Section and **WITNESSES** as follows:

1 DEFINITIONS

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

- "Act" the Town and Country Planning Act 1990
- "Affordable Housing" means housing for sale or rent, for eligible households whose needs are not met by the market (including housing that provides a subsidised route to home ownership) including Social Rented Housing and Shared Ownership Housing such housing should be made available at a cost low enough for eligible households to afford and should include provision for the homes to remain at an affordable price in perpetuity
- "Affordable Housing Mix" means the provision of 100% of the Dwellings as Affordable Housing and provided as Social Rented Housing, or such other mix as may be approved by the Council in writing
- "Affordable Housing Provider" means either:
- 1) a registered proprietor as defined in Part 2 of the Housing and Regeneration Act 2008 who is registered with the RSH pursuant to Section 116 of that Act or any successor body; or
 - 2) a non-profit making body which is registered with the RSH and/or any other body which is authorised by the RSH to own and manage Affordable Housing; or
 - 3) any other provider of Affordable Housing approved by the Council

“Affordable Housing Scheme”	<p>means a scheme providing all of the Affordable Housing Units as Social Rented Housing Units in accordance with the Affordable Housing Mix and the approved Development showing the physical location, layout, size, tenure, typical occupancy and specification (including that of any common parts serving the Affordable Housing Units), service charges, ground rents or management fees, and whether the Affordable Housing Units have a parking space or a garage as well as the type and tenure of the individual Affordable Housing Units and shall also include the following:</p> <ul style="list-style-type: none"> (a) the name of the Affordable Housing Provider (if not the Owner); (b) a schedule of accommodation including the floor space of each Affordable Housing Unit (m2) and number of bedrooms; (c) additional information (for example in relation to a scheme of prioritisation for the allocation of the Affordable Housing) as may be reasonably required by the Council
“Affordable Housing Unit”	<p>means a Dwelling provided as Affordable Housing being a Social Rented Housing Unit or a Shared Ownership Housing Unit</p>
“Application”	<p>the application for planning permission dated 26th March 2024 submitted to the Council for the Development and allocated reference number P/24/028/FUL</p>
“Commencement of Development”	<p>the date on which any change of use or material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of</p>

assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly

"Development"

the development of the Land for the construction of 27 new homes including landscaping, surface water management, renewable energy, on-site road access and footpaths, vehicle parking, refuse and cycle provision, provision of public open space and single point of vehicular access off Telegraph Road (Major Development) as set out in the Application

"Dwelling"

means any dwelling to be constructed pursuant to the Development being Dwellings 1-27 as marked in blue on the attached Layout Plan

"Exempt Person"

means any person who: (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any similar or replacement statutory provision for the time being in force in respect of a particular Affordable Housing Unit; (b) has exercised any statutory right to buy in respect of a particular Affordable Housing Unit; (c) has been granted or has taken an assignment of a Shared Ownership Lease in respect of a particular Affordable Housing Unit and the person has subsequently purchased 100% of the equity in the said Affordable Housing Unit on final staircasing

"the Expert"

means a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the Relevant Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of

Chartered Surveyors on the application of the Relevant Parties

- "Household" means any person who may reasonably be expected to reside with the Qualifying Person(s)
- "Index" means the percentage rise in the United Kingdom Consumer Price Index when the index figure published in the September before the day of rent review is compared with the published index figure in the preceding September but if the basis for calculation of the Consumer Price Index has changed and any method of calculation between the new and the old figures is officially published that method shall be used for the purposes of comparison under this provision
- "Initial Sale" means the first sale following completion of the construction of the Affordable Housing Unit
- "Intermediate Rent" means a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government SAVE THAT the rent charged under all lettings may be increased annually by a proportion equivalent to an increase by the Index plus 1%
- "Land" means the Land referred to in the First Schedule and Recitals 1, 2 and 3
- "Layout Plan" means the plan titled P/24/028/FUL: Ex-Secondary School Site, Carn Thomas S106 'LAYOUT PLAN' attached to this Deed
- "Local Housing Allowance" means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas

and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it

"Mortgagee"

means either: (a) the mortgagee of the Land or any part thereof; or (b) the mortgagee of an individual Affordable Housing Unit where the mortgagor has defaulted on the particular mortgage (c) any mortgagee or chargee of the Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Mortgagee's Duty"

means the tasks and duties set out in paragraph 3.2 of the Second Schedule of this Deed

"Occupation"

means occupation 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 or occupation in relation to security operations and the terms "Occupied" "Occupy" "Occupier" and "Occupiers" shall be interpreted accordingly

"Occupation Notice"

means a written notice containing the name and address of the proposed occupant and details of his Household together with evidence that the proposed occupant has been approved by the Council as being a Qualifying Person

"Open Market Rent"

means a rent valued using the definition of the International Valuations Standard Committee as adopted by the Royal Institution of Chartered Surveyors and approved by the Council

“Plan”	means the plan attached to this Deed entitled P/24/028/FUL: Ex-Secondary School Site, Carn Thomas - S106 ‘PLAN’
“Planning Permission”	the planning permission subject to conditions granted by the Council pursuant to the Application
“Qualifying Person”	means, a person who is confirmed in writing by the Council to be either a person on the Social Housing Register in accordance with the Third Schedule or in Specific Local Need in accordance with the Fourth Schedule
“Relevant Parties”	means the parties to this deed or their successors in title or assigns and in the case of the Council includes any statutory successors as local planning authority
“RSH”	means the Regulator of Social Housing as established by section 80A of the Housing and Regeneration Act 2008 or any successor organisation or body charged with the function of regulating the provision of Affordable Housing within the Council’s administrative area by any Affordable Housing Provider
“Section 73 Permission”	means a planning permission granted by the Council pursuant to an application made under section 73 or section 73A of the Act
“Shared Ownership Housing”	means the Affordable Housing Units to be occupied as Shared Ownership Housing for sale under a Shared Ownership Lease
“Shared Ownership Lease”	means a lease substantially in the form of Homes England’s model shared ownership lease where the occupier purchases an initial share of the open market value of the equity in a percentage at a minimum of 10% (ten per cent) and a maximum of 25% (twenty-five per cent) initially (at the option of the buyer) with the right to staircase subsequently to 80% ownership, together with rent payable for the open market rack

rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council)

“Shared Ownership Housing Unit” means the Affordable Housing Units to be occupied as Shared Ownership Housing for sale under a Shared Ownership Lease in accordance with the terms of this Deed

“Social Housing Register” means the Isles of Scilly Housing Register which is managed by the Council

“Social Rented Housing” means Affordable Housing let to eligible households owned either by the Council or an Affordable Housing Provider for which guideline formula rents are determined in accordance with the national rent regime

“Social Rented Housing Units” means the Affordable Housing Units to be provided as Social Rented Housing in accordance with the terms of this Agreement

“Social Target Rent” means a rent which does not exceed the guideline target rents as determined through the national rent regime from time to time and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government

“Specific Local Need” means those requirements set out at the Third Schedule and any subsequent modifications or revisions to the definition of Specific Local Need approved by Council

“Vacancy Notice” means written notice of the Vacation Date

“Vacation Date” means the first date on which the Owner reasonably considers that the Dwelling will be vacant and ready for Occupation

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and all other enabling powers and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Owner’s interest in the Land and to the intent that the obligations on the part of the Owner herein contained falling within the provisions of Section 106 of the Act shall be planning obligations for the

purposes of Section 106 of the Act and are enforceable by the Council as local planning authority in accordance therewith but subject as hereinafter provided.

4 CONDITIONALITY

This Deed shall take effect from the date hereof PROVIDED THAT if the Planning Permission is revoked or expires by the effluxion of time then this Deed shall cease to have effect provided always that at the time of the said revocation no development has begun within the meaning of Section 56 of the 1990 Act.

5 THE OWNER'S COVENANTS

The Owner covenants with the Council to fulfil the obligations and restrictions specified in the Second, Third and Fourth Schedules to this Deed.

6 MISCELLANEOUS

- 6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.2 This Deed shall be registered:
- (a) as a Local Land Charge by the Council
 - (b) on the Charges Register of Title Number CL368738 at the Land Registry by the Owner on each disposal and Office Copies from Land Registry provided to the Council as evidence of registration.
- 6.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Chief Planning Officer or any person with delegated authority and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 6.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or

(without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

- 6.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.7 The planning obligations in this Deed shall not be enforceable against any statutory undertaker which has acquired part of the Land for the purposes of constructing or operating utility facilities offered by the statutory undertaker.
- 6.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.9 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7 MORTGAGEE CONSENT

- 7.1 Any Mortgagee taking possession of the Land will be bound by the obligations as if it were a person deriving title from the Owner however the Mortgagee shall only be liable for a breach of the Deed that it has itself caused whilst mortgagee in possession and shall not be liable for any pre-existing breach.

8 SETTLEMENT OF DISPUTES

- 8.1 Any dispute arising out of the provisions of this Deed shall be referred to the Expert for the determination of that dispute PROVIDED THAT the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any matter relating to the Deed by the courts and / or in accordance with Section 106(6) of the 1990 Act
- 8.2 The Expert shall be appointed jointly by the Relevant Parties who are in dispute
- 8.3 The decision of the Expert shall be final and binding upon the Relevant Parties and subject to the following provisions:-

- (a) the charges and expenses of the Expert shall be borne equally between the Relevant Parties who are in dispute unless the Expert shall otherwise direct;
- (b) the Expert shall give the Relevant Parties who are in dispute an opportunity to make representations and counter representations to him before making his decision;
- (c) the Expert shall make his decision within the range of any representations made by the Relevant Parties who are in dispute themselves.

9 WAIVER

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

10 FUTURE SECTION 73 PERMISSIONS

- 10.1 Subject to clauses 10.2 to 10.5 below, if any Section 73 Permission is granted after the date of this Agreement:
- 10.1.1 the obligations in this Agreement shall relate to and bind such Section 73 Permission; and
- 10.1.2 the definitions of Application, Development and Planning Permission shall be construed to include reference to (respectively) the planning application for the Section 73 Permission the development permitted by the Section 73 Permission and the Section 73 Permission itself;
- 10.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Permission and the appropriate planning obligations required in connection with the determination of the same;
- 10.3 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Permission is granted they shall remain discharged for the purposes of the Section 73 Permission;
- 10.4 the provisions of this clause 10 shall not apply to any Section 73 Permission which necessitates or requires amendments to the substantive terms or obligations of or contained within this Agreement; and
- 10.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Permission if the Authority (acting reasonably) considers it necessary to do so.

11 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

12 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

FIRST SCHEDULE

ALL THAT piece or parcel of land known as Ex-Secondary School Site, Carn Thomas, St Mary's, Isles of Scilly **ALL OF WHICH** said land is shown for identification purposes only edged with a red line on the Plan.

SECOND SCHEDULE

("the Obligations and Restrictions")

1. Affordable Housing Scheme

- 1.1. No Development shall Commence until the Affordable Housing Scheme has been submitted to and approved in writing by the Council.
- 1.2. To provide on the Land in perpetuity the Affordable Housing Units in accordance with:
 - 1.2.1. The Affordable Housing Mix; and
 - 1.2.2. The Affordable Housing Scheme approved by the Council under paragraph 1.1 above of this Second Schedule.
- 1.3. The Dwellings shall not be occupied by anyone other than a Qualifying Person or in accordance with paragraph 5 of this schedule.

2. Occupation of the Affordable Housing Units

- 2.1. The Owner shall not permit or otherwise allow any of the Affordable Housing Units to be Occupied other than:
 - 2.1.1. as the sole private residence of the Occupier (with or without their Household); and
 - 2.1.2. by a Qualifying Person PROVIDED THAT nothing shall prevent any former joint owner spouse partner civil partner or other co-habitant from continuing to reside at the Affordable Housing Unit after the Qualifying Person ceases to reside there; or
 - 2.1.3. if Shared Ownership Housing is being provided, by a purchaser of a Shared Ownership Housing Unit in accordance with paragraph 5.3 of this Schedule.

3. Exemptions

- 3.1. Paragraph 1.2, 2, 4 and 5 of this Schedule shall not be binding on:
 - 3.1.1. any Exempt Person or any mortgagee or chargee of the Exempt Person or any person deriving title from the Exempt Person or any successor in title thereto and their respective mortgagees and chargees; or
 - 3.1.2. any Mortgagee or any purchaser including their successors in title from such bodies provided that in all cases the Mortgagee shall have complied with the Mortgagee's Duty EXCEPT FOR AND FOR THE AVOIDANCE OF DOUBT any disposal under 3.2.1 where the Affordable Housing Unit is safeguarded as an Affordable Housing Unit

3.2. The Mortgagee shall prior to seeking to dispose of the Affordable Housing Units or the Land pursuant to any default under the terms of its mortgage or charge give not less than 6 weeks' prior notice to the Council of its intention to dispose and:

3.2.1. if the Council responds within 6 weeks from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing Units then the Mortgagee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;

3.2.2. if the Council does not serve its response to the notice served under 3.2.1 within 6 weeks then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1.2, 2, 4 and 5 of this Schedule which provisions shall determine absolutely

3.2.3. if the Council or any other person cannot within 4 weeks of the date of service of its response under paragraph 3.2.1 above secure a binding contract for sale then provided that the Mortgagee shall have complied with its obligations under paragraph 3.2 the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1.2, 2, 4 and 5 of this Schedule which provisions shall determine absolutely

3.2.4. if the Council cannot within 6 weeks of the date of service of its response under paragraph 3.2.1 above secure a completed transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 3.2 the Mortgagee shall be entitled to dispose free from the restrictions set out in paragraph 1.2, 2, 4 and 5 of this Schedule which provisions shall determine absolutely

PROVIDED THAT for the avoidance of doubt such Mortgagee shall not be under any obligation to dispose of the Affordable Housing Units for any sum less than the monies outstanding pursuant to the said mortgage or charge inclusive of interest, costs and charges. If an Exempt Person wishes to dispose of an Affordable Housing Unit and the Affordable Housing Provider exercises any rights of pre-emption in the Shared Ownership Lease then the Affordable Housing Provider shall continue to be bound by the terms of this Agreement.

4. Social Rented Housing Units

4.1. Not to permit or otherwise allow any of the Social Rented Housing Units to be let other than:

4.1.1. To a Qualifying Person; and

4.1.2. At a sum not exceeding the Social Target Rent

- 4.2. The Owner shall serve a Vacancy Notice on the Council each time the Dwelling becomes available for Occupation but in any event the Vacancy Notice shall not be served less than 28 days before the expected Vacation Date.
- 4.3. Prior to the Occupation of the Dwelling by a Qualifying Person the Owner shall serve on the Council an Occupation Notice and shall obtain the Council's written confirmation that the proposed occupant is a Qualifying Person PROVIDED THAT if the Council fails to respond to the Occupation Notice within 14 days of receipt of the Occupation Notice the proposed occupant shall be deemed to be a Qualifying Person for the purposes of this Deed.
- 4.4. If the Owner after using reasonable endeavours is unable to identify a Qualifying Person who wishes to Occupy the Dwelling within a period of 6 months from the date of service of the Vacancy Notice the Dwelling may be Occupied by a person who need not be a Qualifying Person PROVIDED THAT the Owner has sent prior written notification to Council confirming what reasonable endeavours have been made and obtained written authorisation from the Council permitting such Occupation ALSO PROVIDED THAT the proposed occupier is only permitted to Occupy the Dwelling on terms that do not confer security of tenure for a period of more than 8 months upon the expiry of which the provisions of this Deed as to the Occupation of the Dwelling will again apply unless the Owner has obtained the Council's written approval to any renewal of such permitted Occupation.

5. Shared Ownership Housing Units

- 5.1. Not to permit or otherwise allow any Shared Ownership Housing Units to be sold other than:
- 5.1.1. In accordance with the terms of the Shared Ownership Lease; and
 - 5.1.2. To a Qualifying Person.
- 5.2. Not to permit or otherwise allow any of the Shared Ownership Housing Units to be sold on the Initial Sale or any subsequent sale prior to:
- 5.2.1. the submission to and subsequent approval by the Council of a scheme of advertising for the Shared Ownership Housing Units;
 - 5.2.2. advertising the relevant Shared Ownership Housing Units in accordance with the scheme of advertising approved in accordance with 5.2.1 above.
- 5.3. On any sale other than the Initial Sale of the Shared Ownership Housing Unit if the Affordable Housing Provider or the owner of a Shared Ownership Housing Unit is unable

to sell an Shared Ownership Housing Unit in accordance with paragraph 5.1.2 within a period of 90 days of Advertising the Shared Ownership Housing Unit may be sold to any willing purchaser in accordance with 5.1.1 above and such person shall remain bound by the terms of this Deed.

5.4. The Owner shall if so required by the Council or its agent provide to the Council or its agent all necessary documentation (in the Council's opinion, acting reasonably) as evidence that the prospective purchaser satisfies the obligations contained in this Deed within 14 days of a written request.

5.5. Not to permit or otherwise allow any Shared Ownership Housing Unit to be let otherwise than:

5.5.1. with the written consent of the Council and the Registered Provider; and

5.5.2. to a Qualifying Person; and

5.5.3. at an Intermediate Rent (unless otherwise agreed in writing with the Council);
and

5.5.4. on the basis of an Assured Tenancy for a fixed term of not less than six (6) months; and

5.5.5. in accordance with the terms of the Shared Ownership Lease.

5.6. Unless otherwise agreed in writing with the Council not to permit or otherwise allow any Shared Ownership Housing Unit to be let prior to:

5.6.1. the submission to and approval by the Council of a scheme of advertising; and,

5.6.2. advertising of the Shared Ownership Housing Unit in accordance with the approved scheme; and

5.6.3. service upon the Council of a Vacancy Notice.

5.7. Not to permit or otherwise allow the Shared Ownership Housing Unit to be let until the Owner has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant satisfies the obligations contained in this Deed (such approval not to be unreasonably withheld).

5.8. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 5.7 above) all necessary documentation as evidence that the prospective tenant satisfies the obligations contained in this Deed.

THE THIRD SCHEDULE

(Social Housing Need)

A person shall not be considered to be a Qualifying Person unless he satisfies the following criteria:

- 1) he must be either un-housed or living in inadequate accommodation; and
- 2) under the auspices of a Registered Social Landlord persons who at the time of service of the appropriate Occupation Notice are permanently resident on the Isles of Scilly and have been for a continuous period of at least 30 months immediately prior to the service of the Occupation Notice

THE FOURTH SCHEDULE

(Specific Local Need)

A person shall not be considered to be a person with a Specific Local Need unless they satisfy the following:

- 1) The property would be occupied sole private residence, where a need cannot be met by the local housing market; and
- 2) They need to live permanently on the islands due to their employment circumstances and work commitments; or they are an employee of the Owner living permanently or temporarily on the islands employed by the Owner to manage this and other site they own on the Isles of Scilly; or
- 3) They have been continuously resident on the islands for at least five years and require new accommodation as a result of the requirement to:
 - a) vacate tied accommodation; or
 - b) relocate to more suitable accommodation due to a medical and/or mobility condition; or
 - c) relocate to smaller/larger accommodation due to under/over-occupation; or
- 4) They are a former resident who has previously lived permanently on the Isles of Scilly for a continuous period of at least five years, and who:
 - a) has been away for educational or training purposes, or to obtain work experience or professional or technical accreditation; or
 - b) is currently employed by the armed forces or merchant navy and whose main residence will be on the islands; or
 - c) is retired from the armed forces or merchant navy; or
 - d) needs to provide substantial care to a relative who has lived continuously on the islands for at least five years ('substantial care' means that the requirement for such care has been identified by a medical doctor or relevant statutory support agency).
5. FOR THE AVOIDANCE OF DOUBT where a person occupies a Social Rented Housing Unit as an employee of the Owner under paragraph 2 of this Schedule they shall not also be required to satisfy paragraph 1 of this Schedule.

P/24/028/FUL: Ex-Secondary School Site, Carn Thomas - S106

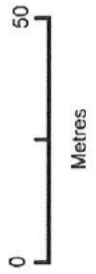
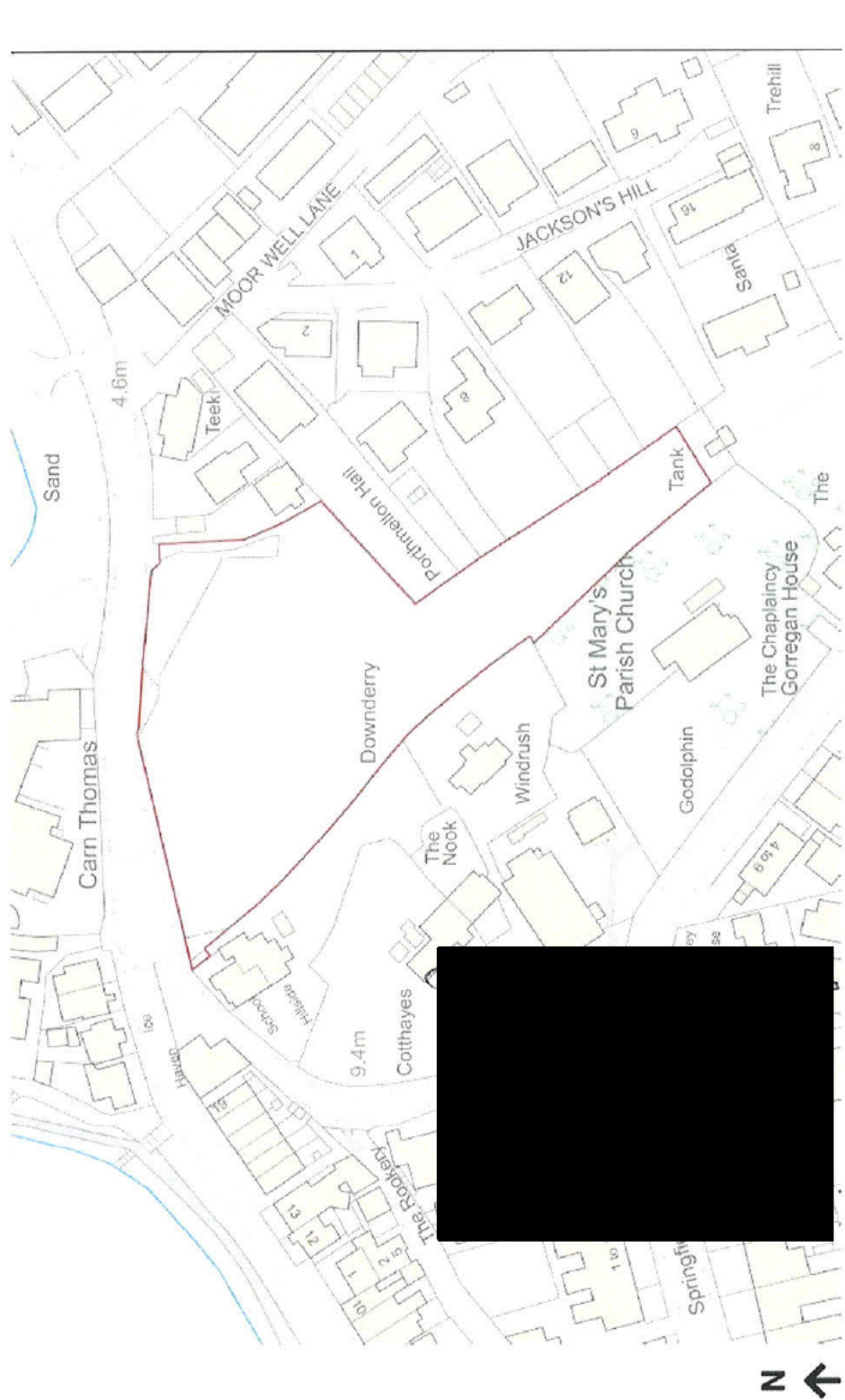
'PLAN'



Location Plan
Site Address: Eastings: 90665 Northings: 10658

Date Produced: 02-Apr-2024

Scale: 1:1250 @ A4



Planning Portal Reference: PP-12901301v1

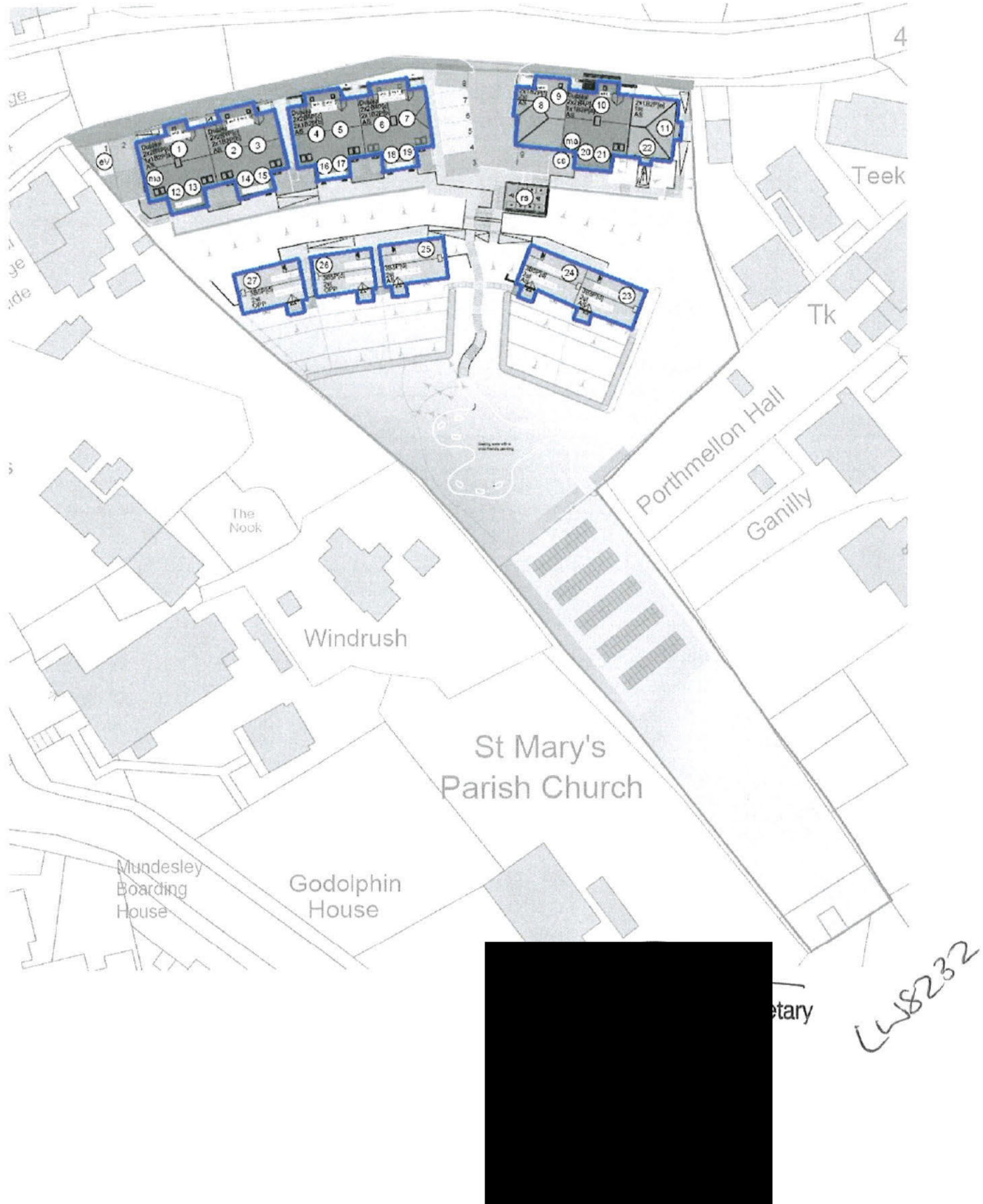


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W8232

P/24/028/FUL: Ex-Secondary School Site, Carn Thomas

S106 'LAYOUT PLAN'



EXECUTED as a DEED by)
THE COUNCIL OF THE ISLES OF SCILLY)
whose Common Seal was hereinto)
affixed in the presence of:)



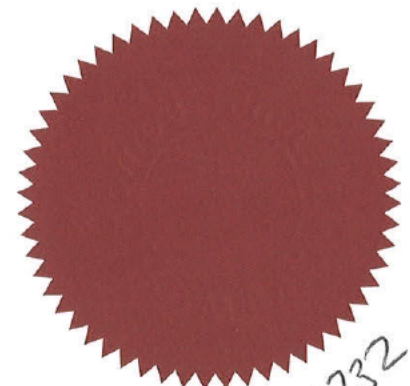
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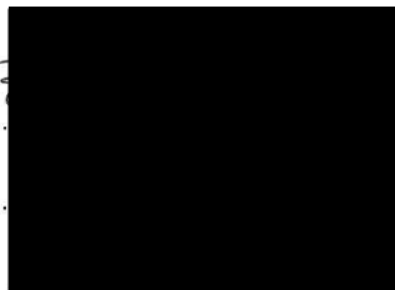
Print Name:

Russell Ashman

EXECUTED as a DEED by)
LIVWEST HOMES LIMITED) X
acting by:)



CW8232



(Director)

(Director/Company Secretary)