



Snowdonia National Park Authority
Supplementary Planning Guidance
Planning Obligations
(Adopted Version)
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SNOWDONIA NATIONAL PARK AUTHORITY



SUPPLEMENTARY PLANNING GUIDANCE 5: PLANNING OBLIGATIONS

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1. Introduction

1.1. This guidance is one of a series of Supplementary Planning Guidance documents which provide detailed information on how policies contained in the Eryri Local Development Plan (ELDP) (2016-2031) will be applied in practice by the National Park Authority. The guidance is for the use of planning officers and all other users of the planning system. This particular guidance refers to the use of planning obligations when determining planning applications.

1.2. The purpose of the guidance is to:

- Set out the circumstances when a planning obligation is appropriate
- Outline the process and procedures to agree an obligation in a fair and transparent manner
- Relate the guidance to local and national planning policies

2. Status

2.1. This Supplementary Planning Guidance (SPG) is a material consideration when decisions are made on planning applications and appeals. It has been prepared in accordance with the Welsh Government's guidance contained in 'Planning Policy Wales' and the Welsh Office Circular, 13/97 "Planning Obligations".

3. Context

3.1. One of the principal objectives of planning is to deliver sustainable development, through implementing key social, environmental, cultural and economic initiatives. Facilitating such development, may place additional burdens on the infrastructure and services in an area. Planning obligations are agreements negotiated, usually in the context of planning applications, between the local planning authority and an applicant/ developer and others who may have an interest in the land. They can assist in making an intended proposal acceptable in planning terms. The power to enter into a planning obligation (or section 106 agreements) is contained in section 106 of the Town and Country Planning Act 1990 as substituted by the Planning and Compensation Act 1991. Circular 13/97 "Planning Obligations" gives guidance on the proper use of planning obligations which is followed in this guidance. Entering an obligation can overcome obstacles which may otherwise prevent planning permission from being granted. Contributions from developers may be used to offset negative consequences of development, to help meet local needs, or to secure benefits which will make development more sustainable.

- 3.2. A planning obligation usually relates to an aspect of development that cannot be secured by imposing a planning condition or by other statutory controls. The obligation should secure measures or contributions to address the likely impact of the proposed development on the physical or social infrastructure of the area. Planning obligations can both improve a development and help it go ahead and in addressing its impacts on an area, can be viewed as being locally beneficial to the well-being of others.
- 3.3. The most relevant policy in the ELDP is Policy Ch – “Social and Physical Infrastructure in new Developments”. This policy states that a financial contribution, via a 106 planning agreement, may be sought where new development has a wider community and services impact and where it would be practical and viable to make a contribution.
- 3.4. The Community Infrastructure Levy (CIL) Regulations came into force on 6th April 2010. The CIL is a voluntary charge that Local Planning Authorities can levy on most types of development. The proceeds of the levy go towards new local and sub-regional infrastructure. There are currently no plans to introduce CIL to Eryri due to the relatively small scale of new development in the National Park.

4. Use of Planning Obligations

4.1. An effective planning obligation system should be transparent to all users of the planning system including the local community. It should provide greater certainty to those contemplating development and enable agreements to be concluded quickly and be monitored and accountable to public scrutiny. Obligations should only be sought in the first place where they are:

- necessary
- relevant to planning
- directly related to the proposed development
- fairly and reasonably related in scale and kind to the proposed development
- reasonable in all other respects

5. Types of obligation – unilateral and bilateral

5.1. A planning obligation can be entered into unilaterally by a developer where only the developer needs to be bound by the agreement and it is possible to ascertain the likely requirements in advance in compliance with local and national planning policies and guidance. With such agreements there is no specific obligation on the Authority and therefore they will not be party to signing the agreement. Bilateral agreements place an obligation on both the authority and the developer to implement. These agreements will be drawn up before the granting of planning permission and the Authority will encourage early negotiations to speed up the planning process.

5.2. In such circumstances the SNPA will seek to negotiate obligations on individual planning applications that:-

- restrict development or use of land
- require operations or activities to be carried out
- require land to be used in a specific way
- require payments to be made to the authority either in a single sum or by staged payments

5.3. The SNPA will assess each application individually to determine if a planning obligation is needed and what matters it should address. Where it is decided that a planning obligation is necessary, the Authority will fully justify their reasons for seeking an obligation. It will not be legitimate for unacceptable development to be permitted because of benefits or inducements offered by a developer which are not necessary to make the development acceptable in planning terms. An agreement will only be entered into where planning conditions cannot be used to control the nature of the development, compensate for the loss or damage created by a development, or to mitigate a development's physical or social impact.

6. Types of development and planning aims

- 6.1. There are no hard and fast rules about the size of development that should attract obligations. New development proposals in the National Park are usually small scale and therefore, in themselves, may have a minimal impact on wider community services. In such circumstances a planning obligation may not be required, or if one is considered, it may make the proposal unviable in economic terms. Each application should therefore be judged on its own merits and will be based, in most cases, on Strategic Policy Ch: Social and Physical, Infrastructure in New Developments of the Eryri Local Development Plan and Development Policy 30: Affordable Housing. Other policies may also be relevant depending on the nature of the development. The Authority will assume that any costs associated with developing a particular site have been taken into account when land has been purchased. Any allowance will usually only be made where applicants can demonstrate genuine post-purchase abnormal costs. Applicants/developers will be expected to show evidence that they have taken known development costs into account in agreeing realistic land values, and only costs that were unforeseeable at the time of acquisition will be considered abnormal for the purpose of any financial appraisals. Appendix 2 sets out what will not be considered as abnormal development costs.
- 6.2. It is important to share an understanding of the financial facts and assumptions that provide the context for each individual proposal at the statutory pre-application stage so as not to unduly delay the planning approval process. This assessment will include a thorough appraisal of the site economics and will require co-operation and an open book approach between the applicant, developer or landowner and the Authority. Any confidential financial figures supplied will not be made public but held on a separate file to the actual planning application file.
- 6.3. Where an obligation is required the table below gives an example of the types of obligation and the planning aims behind them and taking into account the policies within the ELDP, supporting planning advice, national planning policy and any other material consideration.
- 6.4. The Authority, in the spirit of such agreements, will strive to deliver sustainable community benefits for social, environmental, economic or cultural benefits.. The provision of affordable housing and making sure this remains available in perpetuity for local people, in need of cheaper housing, will be regarded as a priority. Mitigation measures are likely to be unique and site specific and, in most instances, developers will be prepared to seek agreements with the local planning authority, if planning constraints are overcome and community benefits achieved. The following list of possible obligations is not exhaustive but gives an applicant/ developer and other interested parties a preliminary indication of what kind of obligation may be sought, depending on the scale, viability and impact of a development proposal.

Type of obligation	Planning aim
Welsh language training	To ensure communities retain their Welsh speaking identity and vibrancy
Road infrastructure	Road improvements to improve access and free flow of traffic usually outside the application site and with larger traffic generating proposals
Improvements to cycling and walking routes	Sustainable access improvements linked to existing networks or new car parking to reduce car borne traffic, minimise visual intrusion and encourage healthy living
Public transport improvement	To support new or existing bus services and the provision of improved bus terminals/stops with the aim of providing more choice for walkers and the reduction of car traffic and resulting carbon emissions
Parking measures such as offsite parking	Overall aim is to manage parking more effectively for traffic, safety or environmental reasons
Employment training schemes	To improve existing skills base to allow greater employment access opportunities for the local workforce.
Education provision in areas where a shortage of school places exists or where development will create a shortage	To ensure sufficient school places. Usually associated with larger developments
Provision of affordable housing	To ensure adequate housing to meet the needs of existing and future eligible households who cannot afford to buy or rent houses on the open market
Restricting the occupation of affordable housing	To ensure housing remains affordable for future eligible local people in need
Provision of community facilities	To ensure community facilities are safeguarded or are provided with new development in order to help sustain smaller rural communities

Improvements to the environment near to the development	To enhance the environment for the overall benefit of the National Park
Provision of new areas of open space or improvements to the access to existing open space	To ensure adequate access to open space for the health and enjoyment of young people.
Retain and enhance areas of open space, natural habitats and trees, including habitat creation	To ensure the protection and creation of wildlife habitats
Protect or reduce harm to designated sites and non-designated sites of nature conservation, or sites supporting habitats and species listed under Section 7 of the Environment (Wales) Act 2016	To maintain biodiversity
Provision of appropriate foul drainage	To protect the environment by ensuring sewage flows are not beyond the capacity of sewerage infrastructure.
Sustainable use of water resources	To ensure access to clean water is maintained and protected
Provision for Place Making	To conserve and enhance the built, natural and cultural features, character and qualities of SNP that make its communities, settlements and landscapes distinctive and special.
Provision of flood attenuation, compensation or mitigation measures	To safeguard new development and adjacent land in areas prone to flooding.
Provision of sustainable drainage systems	To enhance biodiversity and to create natural habitats.
Provision of recycling facilities	To ensure facilities are available which may compliment or add to existing facilities
Carrying out of archaeological investigations or excavations	To protect and record sites of archaeological importance
Improvements to signage and interpretative material	To improve access for all and an appreciation of the environment and cultural heritage
Provision of public conveniences	To enhance public facilities for the benefit of shoppers and tourists
Provision of public art	To enhance the creative and aesthetic environment

6.5. Circumstances will vary according to the exact nature of the development and its location. Where the need arises, it may be necessary to seek contributions not listed above.

7. Affordable Housing

- 7.1. Many planning obligations will involve the provision of affordable housing and securing affordable housing in perpetuity for local people in need is regarded as a priority. The Authority has produced Supplementary Planning Guidance on Affordable Housing which outlines when and how the Authority will seek the provision of affordable housing. Normally provision will be made on site in accordance with Strategic Policy G: Housing and Development Policy 30: Affordable Housing of the ELDP. Where proposals are being considered, individuals will be required to enter into a planning obligation to ensure a property is occupied in the first instance by an eligible household in need, and a restriction to ensure the price can remain within affordable limits in the future.
- 7.2. Exceptionally the Authority will accept commuted payments or the provision of affordable housing on an alternative site where it proves unfeasible or unsuitable to have on-site provision. The financial contribution for an agreement will be based on the level of social housing grant available per unit from the Welsh Government for similar types of housing based on acceptable cost guidance. More information is supplied in the Supplementary Guidance on Affordable Housing. The Authority will work, with appropriate organisations, to ensure that it makes the best use of any affordable housing commuted sums received to assist in the delivery of affordable housing to meet local need within the National Park area. It will seek to adhere to the general guidelines outlined in Appendix 3 in the transference of funds to appropriate schemes.
- 7.3. The Authority has a standard 106 agreement for affordable housing for local persons in need. The definition of “local” and “need” is included in the ELDP and the SPG on Affordable Housing. Before submitting a planning application for affordable housing a developer or an individual should be confident that persons likely to occupy the units can comply with these criteria. A copy of the standard section 106 agreement on affordable housing (which can be subject to change) is included as Appendix 4.

8. Procedures for Negotiating Planning Obligations

- 8.1. If a planning obligation is considered necessary to allow a particular development proposal to go ahead then the planning case officer will raise this with the applicant during pre-application discussions which are strongly encouraged by the planning authority. Where these do not occur negotiations will take place as soon as possible after the planning application has been submitted. Before anyone enters into a planning obligation it is advisable they take legal advice.
- 8.2. The planning case officer will be the main point of contact for negotiations. It will be the officer's responsibility to discuss with other National Park services if required and with any outside agencies such as the Local Housing Authority. The planning case officer will normally conduct all negotiations unless a legal representative is needed to discuss a point of law. It should normally be the case that an understanding in principle on the substantive financial contribution and heads of agreement should be made before the application is reported to committee. The Authority's legal service will normally only be instructed to draw up the planning obligation once a resolution to grant planning permission has been made by the planning committee. The Authority's legal service will require from the applicant's agent/solicitor details of the Title to the land to include information as to everyone with an interest in the land. Everyone with such an interest will be required to enter into the agreement.
- 8.3. When the planning obligation is finalised, all relevant parties must sign the document. The decision notice granting planning permission will only be released when the agreement has been agreed and sealed. A copy of the agreement will be placed on the Authority's public planning register.
- 8.4. It should be noted that depending on the nature and complexity of the case it can take a considerable time to conclude final agreement on the detailed terms, and developers are asked to ensure that sufficient time and resources are made available in their programme. The Authority will however seek to deal with agreements as expeditiously as possible. A legal fee will be charged for the preparation of the agreement. In the case of affordable housing, the Authority has already prepared a standard obligation agreement which will speed up the process.

9. Content of a Planning Obligation

9.1. A valid planning obligation must include:

- identification of the land involved
- identification of the person entering the agreement and their interest in the land
- identification of the authority who will enforce the obligation

9.2. The planning obligation will also include:

- description of the development
- the type and amount of obligations the developer has agreed to, this may be in the form of actual works or financial contributions
- a trigger for when the benefits should be provided
- if financial requirements are provided the agreement may state a time limit within which the money should be spent
- definitions of terms used within the agreement
- provision for the legal costs (if any) of drafting the agreement to be met
- long term management arrangements for land or buildings
- provision for any significant monitoring costs (if any) to be met.

10. Implementing, monitoring and enforcement

10.1. Most agreements provide that financial contributions should be paid to the Authority or that any physical works that relate to the agreement should commence at this point, i.e. start of development. However, in some cases the obligation may state that some payments should be phased. Such cases will need closer monitoring to ensure that all payments have been made over the agreed period. It is important that planning obligations are logged, monitored and accounted for in order to provide information for interested parties on the outcome of any agreement. This will help to ensure that the process is open and fair.

10.2. When a planning obligation has been signed and a planning decision notice issued, copies will be sent to the monitoring officer appointed by the Director of Planning and Land Management. The monitoring officer will enter information relating to the planning obligation into a database for the purposes of monitoring. The system will record information such as:

- A reference number
- Address
- Description of development
- Planning obligation heads of term
- Amount of financial contribution
- Date development started
- Date money received
- Date money spent
- Works completed

10.3. The monitoring officer will conduct site visits as appropriate to ensure that the developer carries out any physical works required by the planning obligation or that an affordable house is occupied by qualifying persons. Where financial contributions are made the monitoring officer will ensure that monies have been received and paid into a planning obligations account. It is likely that some payments will be transferred to third parties such as Registered Social Landlords to assist in the provision of affordable housing elsewhere within the National Park.

11. Enforcement

- 11.1. If it is evident that planning obligations are not being complied with, the Monitoring officer will instigate enforcement action. Planning obligations can be enforced through the use of an injunction, which can stop the development proceeding. The authority has the power to enter the land and carry out any works that were required and recover costs (must give 21 days' notice of intention to do this). Anyone who obstructs the Authority from doing this is liable to a fine of up to £1000.

12. Modify or discharge a planning obligation

- 12.1. Planning obligations can only be modified or discharged by agreement between the applicant and the planning authority or following an application to the planning authority five years after the obligation has been entered into. There is no statutory right of appeal to the Welsh Government if the planning authority refuses to agree to such modifications or discharge during the said initial five year period.
- 12.2. Following the expiration of the initial five year period, an application may be made to the planning authority to modify or discharge the obligation. There is a right of appeal to the Planning Inspectorate if the planning authority refuses to discharge or modify the obligation.

Appendix 1: Most relevant policies in the Eryri Local Development Plan

Strategic Policy Ch: Social and Physical Infrastructure in new developments (CH)

New development of a scale which has wider community and services impact will be assessed on a case by case basis and should, where practical and viable make a contribution to social and physical infrastructure within the National Park.

Contributions will always be sought, via a 106 agreement, for affordable housing and also possibly, as an example for the following which is not an exhaustive list: Mitigation and enhancement for landscape conservation and biodiversity, sustainable transport initiatives, maintenance or improvements to footpaths, bridleways, cycle ways and car parks; flood alleviation schemes and energy projects.

Strategic Policy G: Housing (G)

The Eryri Local Development Plan has a plan requirement of 770 dwellings and makes provision for approximately 885 new dwellings up to 2031.

New housing within the National Park will be required to meet the need of local communities. Proposals must take appropriate account of local housing needs in terms of size, type and tenure of dwellings. The house types should reflect the results of the Local Housing Market Assessment or appropriate local needs surveys.

Residential developments should make the best use of land. The Authority will seek a density of 30 dwellings per hectare for residential developments (unless there are local circumstances such as the character of the locality that suggests a lower density may be more appropriate).

Housing allocations are listed below and are shown on the Proposals and Inset Maps.

Hierarchy	Allocations	Estimated Units
Local Service Centre	Land behind the Red Lion, Y Bala (80% open market, 20% affordable housing to meet local need). Release of 30 units up to 2021 and, if built, the remaining 25 units from 2026 to 2031	55
Local Service Centre	Land at Cysgod y Coleg, Y Bala (100% affordable housing to meet local need)	10
Local Service Centre	Land behind Wenallt, Dolgellau (100% affordable housing to meet local need)	15
Service Settlement	Former Primary School, Aberdyfi (100% affordable housing for local need)	6
Service Settlement	Land adjacent Penyrhwylfa, Harlech (67% open market 33% affordable housing for local need)	24
Service Settlement	Land adjacent Bro Prysor, Trawsfynydd (100% affordable housing for local need)	10
Secondary Settlement	Land adjacent to Pentre Uchaf, Dyffryn Ardudwy (100% affordable housing to meet local need)	10
Secondary Settlement	Land adjacent to Capel Horeb, Dyffryn Ardudwy (50% open market, 50% affordable housing to meet local need)	5
Secondary Settlement	Land adjacent to Garreg Frech, Llanfrothen (100% affordable housing to meet local need)	6
Secondary Settlement	Land adjacent to Maes y Pandy, Llanuwchllyn (100% affordable housing to meet local need)	7
Secondary Settlement	Land adjacent to Lawnt y Plas, Dinas Mawddwy (100% affordable housing for local need)	6
Secondary Settlement	Land at Former Woolen Mill, Trefriw (50% open market, 50% affordable housing to meet local need)	5
Secondary Settlement	Land adjacent to Rathbone Terrace, Dolwyddelan (100% affordable housing to meet local need)	6
Secondary Settlement	Land at Y Rhos, Llanegryn (50% open market, 50% affordable housing to meet local need)	8
Secondary Settlement	Land adjacent to Bryn Deiliog, Llanbedr (100% affordable housing for local need)	6
Secondary Settlement	Land adjacent Maesteg, Pennal (100% affordable housing for local need)	5
	Total	184

Development Policy 30: Affordable Housing (30)

Development opportunities have been identified within the Plan to provide a target of 375 new affordable homes to meet local needs.

On all sites the following affordable housing contributions will be sought:

- i) Within Local Service Centres 20% on sites of 5 dwellings or more.
- ii) Within Service Settlements 33% on sites of 3 dwellings or more.
- iii) Within Secondary Settlements 50% on sites of 2 dwellings or more.
- iv) Within smaller settlements immediately adjacent to a highlighted property as shown on the inset maps up to two new single dwellings for 100% affordable housing. Exceptionally more than two dwellings will be allowed where need is proven and the character and setting of the settlement is not impaired.
- v) On sites being developed by Housing Associations, Trusts or similar subsidised bodies 100%.
- vi) On conversions anywhere, 50% or a commuted sum contribution for one dwelling. Alternatively the conversion can be a 100% affordable with local occupancy conditions.

Where adjacent and related residential proposals result in combined numbers or site size areas exceeding the above thresholds, the Authority will seek affordable housing based on the affordable housing target percentages set out above.

If it can clearly be demonstrated that the above indicative affordable housing targets cannot be met due to site viability, or could be exceeded in some cases, the Authority will negotiate an appropriate affordable housing contribution on individual sites, which could include an appropriate commuted payment. This however will not apply to exception sites or sites in smaller settlements where a 100% affordable housing contribution will always be sought.

Planning permission for a new affordable dwelling will be subject to a legal agreement to ensure that it remains affordable in perpetuity for a local person in housing need as defined in paragraph 5.26 and 5.27.

New affordable housing units should be fully integrated and be as good, if not better than market housing units in terms of external design quality and materials.

The size of affordable housing units will be commensurate with the needs of the intended household.

Permitted development rights will be removed on all the affordable housing units in order to regulate the manner in which they can be extended in the future.

Development Policy 11: Affordable Housing on Exception Sites (11)

To maintain the sustainability of local communities proposals for small scale affordable housing units immediately adjoining a housing development boundary will be supported provided that:

- i. A need for affordable housing has been demonstrated through an approved local housing needs survey or on the written advice of the local housing authority.
- ii. The need cannot be satisfied within a reasonable period of time by:
 - a) The use of a suitable site within the housing development boundary of the settlement.
 - b) The use of existing housing which is available for sale or rent in the locality.
 - c) The conversion or rehabilitation or redevelopment of existing buildings in the locality.
 - d) The use of a site allocated for affordable housing.
- iii. The site is a redevelopment of existing buildings or represents a logical and sympathetic extension of the settlement in a way which does not prejudice the character of that settlement or the appearance of the surrounding countryside.
- iv. The size of the development is commensurate with the size of the settlement.
- v. There would be no adverse effects on the integrity of European designated sites.
- vi. The site is not located within a green wedge designation.

Planning permission will be subject to legal agreement to ensure that it remains affordable in perpetuity for a local person in need as defined in paragraph 5.26 and 5.27.

The size of affordable housing units will be restricted to be commensurate with the needs of the intended household.

Permitted development rights will be removed on all the affordable housing units in order to regulate the manner in which they can be extended in the future.

All new units should be of good quality sustainable design in accordance with Development Policy 6: Sustainable Design & Materials, and achieve the Welsh Government's development quality requirements which include the lifetime homes standard.

Appendix 2: Guidance note on what is not considered to be “abnormal development costs”

The following guidance is based upon the assumption that a developer has carried out “due diligence” in the acquisition of the proposed development site and has satisfied himself of matters associated with the site history and previous uses. This is usually done by means of an “environmental audit” and limited site investigation to identify any liabilities and development constraints before purchase of the site.

The following development costs will not normally be considered as “abnormal”:-

- Demolition of existing buildings and clearance of the site.
- Removal or treatment of underground obstructions, cellars, basements and storage tanks.
- Diversion of existing services, sewers, culverted watercourses and overhead power lines.
- Extinguishment of highway rights and grubbing out of any existing highway infrastructure that may affect the development.
- Re-profiling of a sloping site.
- Provision of retaining walls and retaining structures on a sloping site.
- Additional foundation costs associated with rock excavation.
- The provision of land drainage unless associated with leachate control measures from a former landfill or encapsulation location.
- Additional foundation and drain protection measures to safeguard buildings from the presence of trees.
- The eradication /treatment of Japanese knotweed or other invasive plant species.
- Any anticipated costs for area improvements by “planning gain”, Section 106 agreements
- Any anticipated minor decontamination costs

It should be noted that the above is not meant to be an exhaustive list and the applicant/ developer should recognise and accept that each site will have its own constraints and the Local Planning Authority will have to look at the merits of each site carefully. In the event that a developer considers that abnormal development costs will be incurred, it will be the responsibility of the applicant to demonstrate how the costs have been derived.

Appendix 3: Affordable Housing Commuted Sum Guidelines.

The Authority will work to ensure that it makes the best use of any affordable housing commuted sums received to assist in the delivery of affordable housing to meet local need within the National Park area.

Initially, the Authority will seek to assist initiatives to deliver affordable housing to meet local need within the Community Council in which the development is proposed or in a Community Council area which is immediately adjoining. If an opportunity to assist the delivery of affordable housing does not exist within the Community Council in which the development is proposed or in an immediate Community Council the commuted sum will be used to assist in the delivery of affordable housing within the National Park area as a whole.

The Authority will work with the Local Housing Authorities and Registered Social Landlords working within the National Park to identify initiatives which would assist the delivery of affordable housing to meet local needs.

Examples of the type of initiatives that are to be financed through the use of commuted sums include:

- Homebuy scheme. Provide the commuted sum directly to a Registered Social Landlord to assist the provision of a Homebuy/Equity Loan Scheme for qualifying households.
- Provide a Registered Social Landlord with a subsidy to help facilitate the development of an affordable housing scheme in discussion with the local housing authority.
- Provide a Registered Social Landlord with a subsidy to help facilitate the development of rented and low cost home ownership in discussion with the local housing authority.
- Provide a Registered Social Landlord with a subsidy to assist with the purchase of dwellings that have repossession cases against them, in order to provide them as affordable housing units.
- Give the commuted sum directly to a Registered Social Landlord to assist an Equity Loan for eligible households.
- Give the commuted sum directly to a Registered Social Landlord in order to bring an empty property or house in poor condition back into use as an affordable dwelling.
- Give the commuted sum directly to the Local Authority Empty Homes Team to bring empty, vacant properties back into use. Applicants must agree to certain conditions as to who will live in the property in the future. For example a sum of £20,000 could be provided to help with up to 75% of the refurbishment costs.

- House renovation grant - first time buyers. The grant is intended to reduce the number of empty homes, by providing support to first time buyers to be able to meet refurbishment costs. The grant helps to bring empty properties back into residential use, or to convert properties into residential dwellings. There will be a condition imposed to live in the house for a period of 5 years.
- Assist in the purchase of suitable land for affordable housing to meet local needs.
- Provide a formal community group with a subsidy to help facilitate the development of an affordable housing scheme in discussion with the housing authority.
- Provide a Registered Social Landlord with a subsidy to purchase a property and let it as an intermediate rented house. The property would have to meet the Government's Development Quality Requirements' (DQR) standards.
- Help fund the infrastructure required to support self-build schemes through the Local Authority Self Build Scheme.
- Assist the use of commuted sums as a lever to generate additional resources / funding from external sources in the provision of affordable housing.
- Give a contribution towards the work of the Rural Housing Enablers – fund officers.
- Give a contribution towards further research / feasibility work for a site suitable for affordable housing to meet local needs.

The Authority can also retain the right to contribute to any other innovative schemes that clearly demonstrate value for money and the ability to provide affordable housing within the National Park area.

Act	means the Town and Country Planning Act 1990
Afford	means to rent or purchase within the relevant Community Council Area as the context may require
Affordable Dwelling	means that dwelling (plot number x) edged in red on Plan 2 being part of the Development and which at the date of this Deed is to be constructed upon the Land for use only as a Dwellinghouse
Affordable Dwelling Disposal Procedure	means either: <ul style="list-style-type: none"> (i) where the Disposal relates to a sale or transfer the Sales Procedure set out in the Second Schedule; or (ii) where the Disposal relates to a lease or rental the Letting Procedure set out in the Second Schedule.
Affordable Rent	means the amount of rent inclusive of all service charges which does not exceed the level of rent including all service charges paid by tenants of Registered Social Landlords for equivalent properties in the Community Council Area where the Affordable Dwelling is situate

Affordable Sale Price

means the sale price of the Affordable Dwelling at the time of Disposal being at a percentage discount below Open Market Value in the amount of xx% as determined by the Authority having regard to the provisions of the eryri local development plan and relevant supplementary planning guidance at the date of this Deed

Area 1

means within the area of the xxxxxx community council or area of any community council immediately adjoining that area. Where any relevant community council straddles the snowdonia national park boundary then that part of the community council outside the snowdonia national park falls within Area 1

Area 2

means within the boundaries of the snowdonia national park or area of any community council immediately adjoining that area.

Area 3

means within boundaries of the snowdonia national park together with the remaining area of the counties of conwy and gwynedd and the area of any community council immediately adjoining the boundaries of the Snowdonia national

	park falling within the counties of Powys Ceredigion or Denbigh.
Commencement of Development	means the date at which a material operation as defined in Section 56(4) of the Act is carried out by the Owner or any persons so instructed by the Owner
Community Council Area	means the area in which the Qualifying Person is domiciled being either Area 1 Area 2 or Area 3
Development	means the development of the Land more particularly described in the Planning Application
Disposal	means a sale, lease or grant of a tenancy of the Affordable Dwelling as the context may require
Dwellinghouse	means use of the dwelling as a dwellinghouse as defined under C3 of the Town and Country Planning (Use Classes) Order 1987
Family Member	means either: <ul style="list-style-type: none"> (i) the spouse or civil partner of the Qualifying Person or a person who in the Authority's opinion has such a relationship with the Qualifying person; or (ii) the Qualifying Person's parent, grandparent, child, grandchild, brother, sister or such other persons

Initial Qualifying Person	<p>who in the Authority's reasonable opinion forms part of the ordinary household of the Qualifying Person</p> <p>means a person who has lived or worked in full time employment for a minimum and continuous period of five years within Area 1 and has demonstrated to the Authority's reasonable satisfaction that he is unable to Afford housing on the open market and who also satisfies in the Authority's reasonable opinion one or more of the Need Criteria</p>
Key Work or Service	<p>means teacher in a school or further education establishment or a tertiary college, nurse or member of staff of the national health service, police officer, probationary services officer, social worker, educational psychologist, occupational therapist employed by a local authority, emergency services officer or any other employment which in the Authority's opinion is vital to the economy of the snowdonia national park</p>
Land	<p>means the area of land set out in the First Schedule</p>
Mortgagee	<p>means a mortgagee in whose favour there is a registered charge on the Land</p>

Need Criteria	means the criteria set out in the Fourth Schedule
Open Market Value	means the value of the Affordable Dwelling at the date of Disposal as determined by the average values obtained by at least two separate valuations by two independent chartered surveyors to be agreed between the Authority and the Owner such valuation being made upon the basis that the Affordable Dwelling is free from any restrictions created by this Deed
Plan 1	means the plan annexed to this agreement and marked Plan 1
Plan 2	means the plan annexed to this agreement and marked Plan 2
Planning Application	means the planning application to the Authority dated xxxxxx bearing Code Reference xxxxx for permission to develop the Land in the manner and for the uses set out in the said application
Planning Permission	means the planning permission granted by the Authority pursuant to the Planning Application
Qualifying Person	means Initial Qualifying Person Second Qualifying Person or Third Qualifying Person

Registered Social Landlord	means a person registered as such in accordance with the provisions of the Housing Act 1996
Restrictions on Disposal	means the restrictions on the Disposal of the Affordable Dwelling as set out in the Second Schedule
Second Qualifying Person	means a person who has lived or worked in full time employment for a minimum and continuous period of five years within Area 2 and is able to demonstrate to the Authority's reasonable satisfaction that he is unable to Afford housing on the open market and who also satisfies in the Authority's reasonable opinion one or more of the Need Criteria
Third Qualifying Person	means a person who has lived or worked in full time employment for a minimum and continuous period of five years within Area 3 and is able to demonstrate to the Authority's reasonable satisfaction that he is unable to Afford housing on the open market and who also satisfies in the Authority's reasonable opinion one or more of the Need Criteria

2. Construction of this Deed

- 2.1 This agreement is made pursuant to Section 106 of the Act as a planning obligation and all other powers and the covenants contained in this Deed on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time against the Owner
- 2.2 References to the Owner shall include his successors in title and to any persons deriving title through or under that party
- 2.3 References to the Authority shall include the successors to its statutory functions
- 2.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 2.5 Unless the context otherwise requires, references to the masculine gender includes the other genders
- 2.6 Unless the context otherwise requires, references to any clause, paragraph or schedule is a reference to a clause paragraph or schedule in this Deed
- 2.7 References to persons includes companies corporate and unincorporated bodies whether or not having a separate legal personality
- 2.8 References to any statute or statutory instrument shall except where otherwise specifically provided include references to any statutory modifications or re-enactment thereof for the time being in force
- 2.9 Wherever any party to this deed comprises more than one person any obligations expressly or impliedly made by or with such a person is deemed to be made jointly and severally against each individual

3 Conditions

- 3.1 This Deed shall take effect upon the earliest of either:
- (a) the grant of Planning Permission; or
 - (b) the Commencement of Development.
- 3.2 This Deed is subject to the provisions of clause 10 which shall come into effect immediately upon completion of this Deed

4. The Owner's Covenants

- 4.1 The Owner covenants with the Authority to observe the covenants set out in the Second Schedule

5. The Authority's Covenants

- 5.1 The Authority covenants with the Owner to observe the covenants set out in the Third Schedule

6. Miscellaneous Provisions

- 6.1 This Deed is a local land charge and shall be registered as such by the Authority
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.3 In the event of the Planning Permission being quashed or revoked by the Authority or any other competent authority having the relevant powers in relation to planning matters this Deed shall determine and cease to have effect from that time
- 6.4 Where the consent or the approval of the Authority is required in respect of any aspect of this Deed then such consent or approval shall not be unreasonably withheld or delayed by the Authority.

- 6.5 All notices requests or demands pursuant to this Deed shall be in writing and deemed to have been properly served if delivered or sent:
- (a) in the case of a notice request or demand to be served on the Owner to the Owner's address as stated in this Deed ; and
 - (b) in the case of a notice request or demand to be served on the Authority by recorded delivery addressed to the Director of Planning and Land Management to the Authority's address as stated in this Deed
- 6.6 If any provision in this Deed is for whatever reason held to be invalid illegal or unenforceable by a relevant competent authority the validity legality or enforceability of the remaining provisions of this Deed shall not be in any way affected or impaired

7. Mortgagee's Consent

The Mortgagee consents to the completion of this Deed and acknowledges that the Land shall be bound by the obligations and restrictions contained in this Deed and that the security of the registered charge in favour of the Mortgagee in respect of the Land shall take effect subject to this Deed

8. Waiver

No waiver whether expressed or implied by the Authority of any breach or default in performance or observation of the provisions in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Authority from enforcing any of the relevant provisions in this Deed or for acting upon any subsequent breach or default.

9. Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and Wales

10. 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 written above.

FIRST SCHEDULE

the Land

SECOND SCHEDULE

The Owner's Covenants

Construction of the Affordable Dwelling

1. To construct and complete the Affordable Dwelling on the Land in accordance with the Planning Application.
2. To construct and complete the Affordable Dwelling to a standard fit for human habitation in a good and workmanlike manner in accordance with the relevant building regulations applying at the time of construction.

Occupation of the Affordable Dwelling

3. Not to occupy or permit (or cause to permit) the Affordable Dwelling to be occupied other than as a Dwellinghouse for the sole residence of a Qualifying Person and when applicable a Family Member. If no person satisfying the requirement of Initial Qualifying Person has been identified for such Occupation by the Owner and the Affordable Dwelling has in the Authority's reasonable opinion been adequately and properly offered for such Occupation for two consecutive months, it may be offered for Occupation to a Second Qualifying Person. If no person satisfying the requirement of Second Qualifying Person has been identified by the Owner and the Affordable Dwelling has in the Authority's reasonable opinion been subsequently adequately and properly offered for Occupation for a further two months, it may be offered for Occupation to a Third Qualifying Person. No Affordable Dwelling shall be occupied at any time other than by a Qualifying Person except in accordance with the provisions of Paragraph 9 and Paragraph 13 of this Schedule.

Restrictions on Disposal

- 4 There shall not be a Disposal of the Affordable Dwelling other than:
- (a) to a Qualifying Person in accordance with the Affordable Dwelling Disposal Procedure (SAVE THAT a Disposal to a person who is not a Qualifying Person shall be permitted PROVIDED THAT occupation of the Affordable Dwelling shall be by a Qualifying Person in accordance with paragraph 3 of this Schedule) ; and
 - (b) at the Affordable Sale Price or for the Affordable Rent (as the context requires); and
 - (c) with the Authority's written consent (not to be unreasonably withheld); and
 - (d) there being contained within the document giving effect to the Disposal a covenant in favour of the Authority for the purchaser or lessee or tenant of the Affordable Dwelling to comply with the provisions within this Deed
- 5 In relation to the Authority's consent mentioned in paragraph 4(c) above:
- (a) the Owner shall give the Authority at least 14 days written notice prior to any proposed change in ownership or change in the Owner's interest in the Land and shall provide to the Authority upon request and at his own expense any documentation that the Authority reasonably requires to determine whether the proposed owner or occupier is a Qualifying Person. Upon receipt of such documentation the Authority will determine within 14 days whether it agrees to the proposed change in ownership.
 - (b) The Authority will not give its consent in the event that the proposed purchaser lessee or tenant is not a Qualifying Person or that the provisions of this Deed have not been complied with in respect of the Affordable Dwelling.

Sales Procedure

- 6 The Affordable Dwelling must not be sold or transferred other than to an Initial Qualifying Person (subject to the provisions contained within paragraph 4 of this Schedule).
- 7 In the event that the Affordable Dwelling has in the Authority's reasonable opinion been adequately and properly marketed for sale in Area 1 and an offer to purchase at the Affordable Sale Price by an Initial Qualifying Person has not been made within a period of two consecutive months from the date at which it was first marketed it may be offered for sale to a Second Qualifying Person.
- 8 If an offer to purchase at the Affordable Sale Price by a Second Qualifying Person has not been made within a further period of two consecutive months it may be offered for sale to a Third Qualifying Person.
- 9 If an offer to purchase at the Affordable Sale Price by (or for occupation by) a Third Qualifying Person has not been made within a further period of two consecutive months from the date at which it was first offered for sale pursuant to paragraph 8 above the Owner may sell the Affordable Dwelling at the Affordable Sale Price to a person other than a Qualifying Person subject to any subsequent sale being in accordance and in compliance with the restrictions and Sales Procedure set out in this Second Schedule.

Letting Procedure

- 10 The Affordable Dwelling must not be leased or offered for rent other than to an Initial Qualifying Person (subject to the provisions contained within paragraph 4 of this Schedule).
- 11 In the event that the Affordable Dwelling has in the Authority's reasonable opinion been adequately and properly marketed for lease or rent in Area 1 and an offer to lease or rent at the Affordable Rent by an Initial Qualifying Person has not been made within a period of two consecutive months from the date at which it was first marketed it may be offered for lease or rent to a Second Qualifying Person.

12 If an offer for lease or rent at the Affordable Rent by a Second Qualifying Person has not been made within a further period of two consecutive months it may be offered for lease or rent to a Third Qualifying Person.

13 If an offer for lease or rent at the Affordable Rent by a Third Qualifying Person has not been made within a further period of two consecutive months from the date at which it was offered for rent or lease pursuant to paragraph 12 above the Owner may offer the Affordable Dwelling for lease or rent to a person other than a Qualifying Person (but at the Affordable Rent) subject to any subsequent lease or rent being in accordance and in compliance with the restrictions and Letting Procedure set out in this Schedule.

Provisions regarding the sale of an Affordable Dwelling by a Mortgagee in possession

14 If the Owner defaults on his mortgage and the Mortgagee takes possession or assumes control of the property (directly or through an agent) that Mortgagee must inform the Authority in writing within 90 days of taking possession that it has taken possession or assumed control of the Affordable Dwelling and may thereafter sell the Affordable Dwelling free from any restrictions. The provisions of this Deed shall thereafter be extinguished and the Authority shall within a period of 28 days of receiving notification that the Mortgagee is in possession apply for the removal of the local land charge.

THIRD SCHEDULE

The Authority's Covenants

The Authority covenants with the Owner to release the Planning Permission relating to the Development as soon as reasonably practicable following the execution of this Deed by the parties hereto

FOURTH SCHEDULE

(Need Criteria)

The Qualifying Person must either be or have been (as the case may be):

- currently homeless
- establishing a new household for the first time
- living in rented accommodation for a period of at least three years
- in the Authority's reasonable opinion living in such sub-standard condition and it can be demonstrated to the Authority's reasonable satisfaction that the same cannot be converted or upgraded to a satisfactory standard
- living in accommodation that is too small for that person's family and it can be demonstrated to the Authority's reasonable satisfaction that the present home cannot be converted or upgraded to a satisfactory standard
- in the Authority's reasonable opinion in need of living close to another person who has a minimum of 5 years permanent and continuous residence in the Community Council Area such essential need arising from demonstrable age or medical reasons
- in special need relating to age or disability that cannot be met by the existing accommodation
- providing Key Work or Service and has a full time permanent job offer in the Community Council Area
- leaving tied housing on retirement
- wishing to stay within the local community for economic or cultural reasons and in the Authority's reasonable opinion there being no other suitable accommodation available in the locality

EXECUTED AS A DEED by affixing **THE COMMON SEAL** of **SNOWDONIA NATIONAL PARK AUTHORITY** in the presence of:

Authorised Sealing Officer

SIGNED AS A DEED by the said

XXXXXXXXXXXXXXXXXX

In the presence of:-