

**DEED OF AGREEMENT
RENOVATION GRANT
[Landlord]**

made between

EAST SUFFOLK COUNCIL

- and -

.....
[Name]

in connection with

.....
[Dwelling Address]

Chris Bing
Solicitor to the Council
East Suffolk Council
East Suffolk House
Riduna Park
Station Road
Melton Woodbridge
Suffolk
IP12 1RT
Tel: 01394 444273
Ref:

VGP/00013302/2008

THIS DEED is made on the day of 20

BETWEEN

- (1) The firm, company, person or persons named in the Schedule 1 (“the Applicant”) and
- (2) East Suffolk Council of Council Offices, East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, Suffolk IP12 1RT (“the Council”)

WHEREAS

- (1) The Applicant has applied to the Council for a grant in respect of works which he intends to carry out at the Dwelling
- (2) The Applicant’s interest in the Dwelling is described in the Schedule 1
- (3) The Council is the local housing authority for the statutory district of East Suffolk
- (4) The Council has approved and published a Private Sector Housing Renewal Strategy in accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 and Guidance thereunder
- (5) The Council has agreed to provide a grant subject to conditions, including a condition that the Applicant enters into this Deed
- (6) This agreement is entered into in exercise of the Council’s powers under the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 and Section 111 of the Local Government Act 1972 and section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this Deed, except where the context otherwise implies or allows, the following words shall have the meanings given to them:-

Applicant	The firm, company, person or persons named in the Schedule
Application	The application for a Renovation Grant submitted by the Applicant and all information and documents supplied in support of the application before the date of this agreement
Approved Value of the Grant	The amount given in the Schedule 1 (unless subsequently amended in writing at the Council’s discretion) as the maximum amount payable by the Council
Certified Date	The date upon which the Council certifies completion of the Works in accordance with Clause 3.4.4
Completion Date	The date given in the Schedule 1 by which the Works shall be completed or such other date as may be approved in writing by the Council
Contractor	The person or persons whose estimate or quotation for the Works is

included with the Application, who is engaged by the Applicant to carry out the Works and whose name appears in the Schedule 1 unless otherwise agreed in writing by the Council

Council	East Suffolk Council
Covenant Period	Fifteen years from the date of this Agreement
Dwelling	A building or part of a building described in the Schedule 1 and owned by the Applicant, occupied or intended to be occupied as a separate dwelling, together with any yard, garden, outhouses and appurtenances belonging to it or usually enjoyed with it
Eligible Expense	<p>The expenditure incurred by the Applicant in connection with the Works as determined by the Council taking into account</p> <ul style="list-style-type: none">• which proposed works are eligible for grant, and• the amount of the expenses which in the Council's opinion are properly to be incurred in the execution of the eligible works, and <p>the amount of the costs which in the Council's opinion have been properly incurred, or are properly to be incurred, with respect to preliminary or ancillary services and charges</p>
Grant	<p>The Renovation Grant paid by the Council in respect of the Works which shall not exceed the Approved Value of the Grant</p> <p>“Initial Let” means the first tenancy in respect of the Dwelling entered into after this Deed</p>
Local Housing Allowance (LHA)	The amount determined by the Rent Officer to be the local housing allowance for the Dwelling in accordance with Schedule 3B of the Rent Officers (Housing Benefit Functions) Order 1997 and based on the number of bedrooms at the Dwelling shown in the Schedule
Member of the Applicant's Family	<p>A person who is:-</p> <ul style="list-style-type: none">• the Applicant's spouse or civil partner or who lives with the Applicant as if they were husband and wife or as if they were civil partners, or• the Applicant's parent, grandparent, child, grandchild, brother, sister, aunt, uncle, niece or nephew <p>and</p> <ul style="list-style-type: none">• a relationship by marriage or civil partnership shall be treated as a relationship by blood;• a relationship of the half-blood shall be treated as a relationship of the whole blood;• the stepchild of a person shall be treated as his child, and• an illegitimate child shall be treated as the legitimate child of his mother and reputed father

“Nominee” means a person nominated by the Council for a Tenancy Agreement for the Dwelling.

Plan	The plan (if any) attached to this Agreement
Relevant Disposal	Either <ul style="list-style-type: none">• a conveyance/transfer of the freehold or an assignment of the lease; or• the grant of a lease or sub-lease (other than a mortgage term) other than a lease in accordance with Clause 5.2; or• the grant of an option for the disposal of the freehold or leasehold interest or the grant of a lease or sub-lease
Rent Officer	The person or persons having statutory authority to determine the Local Housing Allowance in relation to the Dwelling “Tenancy Agreement” means an assured shorthold or assured tenancy agreement in a form prepared by the Applicant and approved by the Council “Void” means the Dwelling becoming unoccupied at any time following the Initial Let
Works	The work of renovation, improvement or repair to the Dwelling in respect of which the Grant is made as briefly described in the Schedule 1 and includes any necessary additional works which the Council subsequently agrees in writing should be included due to circumstances which were not foreseen at the date of the Application

- 1.2 In this Deed, except where the context otherwise implies or allows
- 1.2.1 words importing any gender include any other gender and words in the singular include the plural and vice versa
- 1.2.2 where a party to this Agreement includes more than one person any obligations of that party shall be joint and several and covenants or warranties expressed to be made by that party shall be deemed to be made by such persons jointly and severally
- 1.2.3 the expressions “the Applicant” and “the Council” shall where the context so admits or requires include their successors in title and assigns
- 1.2.4 any reference in any part of this Agreement to any Act of Parliament, Statutory Instrument, Order, Regulation or other subordinate legislation shall be deemed to include reference to any Act of Parliament, Statutory Instrument, Order, Regulation or other subordinate legislation amending or replacing the same whether enacted, made or coming into effect before or after the date of this Agreement
- 1.2.5 clause headings in this Deed shall not affect its construction
- 1.2.6 references to clauses and schedules are references to clauses in and schedules to this Deed

2. Applicant’s warranties and obligations

- 2.1 The Applicant hereby warrants and confirms:-
- 2.1.1 that all statements made by him or on his behalf in the Application are true and correct and that all changes since the Application was submitted have been notified to the Council in writing
- 2.1.2 that he shall permit and shall ensure that the Contractor permits the Council’s authorised representative reasonable access to the Dwelling at such frequencies as the Council thinks fit during or after the Works to inspect the Works
- 2.1.3 *Where the Applicant is **not** the freehold owner of the Dwelling:*
that the freehold owner of the Dwelling is aware of and consents to the Works
- 2.1.4(a) *EITHER [where there is a mortgage on the Dwelling]:*
that the Mortgagee consents to the completion of this Deed
- 2.1.4(b) *OR [where there is no mortgage on the Dwelling]:*
that there is no subsisting mortgage or charge secured on the Dwelling

3. Amount and Payment of the Grant

- 3.1 The Grant shall be determined by the Council taking into account the Eligible Expense, less any contribution required from the Applicant, provided that the Approved Value of the Grant shall not exceed £15,000.

- 3.2 If the Contractor is an individual and is the Applicant or a Member of the Applicant's Family, or is a company of which the Applicant or a Member of the Applicant's Family is a director or employee, the Grant shall only cover the reasonable costs of materials used.
- 3.3 The Council may make interim payments at its sole discretion provided that such payments do not exceed 90% of the Approved Value of the Grant.
- 3.4 Payment of the Grant shall be conditional upon:-
- 3.4.1 the Council receiving an appropriate invoice from the Contractor to the Applicant, together with all relevant certificates and guarantees and such other documents and information as the Council may reasonably require;
 - 3.4.2 the Council receiving confirmation in writing from the Applicant that the Works have been completed (or, in the case of an interim payment, completed to the appropriate stage) to the Applicant's satisfaction and in accordance with the estimate, plans and specification included with the Application;
 - 3.4.3 the Works having been completed by the Completion Date;
 - 3.4.4 the Council having certified that the Works have been completed (but neither the Applicant nor the Contractor is entitled to rely on such certification as evidence that the Works have been satisfactorily completed); and
 - 3.4.5 the Applicant having paid his contribution (if any) towards the cost of the Works prior to payment of any part of the Grant
- 3.5 Subject to the conditions in Clause 3.4 having been met, the Council shall pay, and the Applicant hereby authorises the Council to pay, the amount of the Grant direct to the Contractor. In exceptional circumstances, the Council may at its sole discretion pay the monies direct to the Applicant subject to receipt by the Council of the Contractor's account properly received by the Contractor proving that his account has been paid in full by the Applicant.
- 3.6 If prior to the Council making payment to the Contractor the Applicant has informed the Council in writing that he is in dispute with the Contractor the Council may at its sole discretion pay the Grant or part thereof to the Applicant.

4. Cancellation

- 4.1 The Council may cancel this agreement with immediate effect if:-
- 4.1.1 the Council considers that its decision to award the Grant was based on incorrect, incomplete or fraudulent information supplied by the Applicant; or
 - 4.1.2 the Works have not been carried out in accordance with the Application; or
 - 4.1.3 the Works have not been completed by the Completion Date; or
 - 4.1.4 the Council has not been allowed reasonable access to inspect or certify completion of the Works (at such frequencies as the Council thinks fit).

- 4.2 The Council is entitled to cancel this agreement and recover from the Applicant any damage caused thereby if:-
- 4.2.1 the Applicant has offered, or given, or agreed to give to any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this agreement or any other contract with the Council,
 - 4.2.2 similar acts have been done by any person employed by the Applicant or acting on his behalf (whether the Applicant knew about this or not), or
 - 4.2.3 in relation to any contract with the Council, the Applicant or a person employed by him or acting on his or her behalf has committed any offence under the Bribery Act 2010, or given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972.
- 4.3 If this agreement is cancelled under Clauses 4.1 or 4.2 above, the Council shall be under no obligation to make any or any further payments of the Grant and the Applicant shall repay to the Council any amounts that have been paid in respect of the Grant plus Interest in accordance with Clause 6.

5. Applicant's covenants

- 5.1 The covenants in Clause 5.2 below shall apply and subsist throughout the Covenant Period.
- 5.2 The Applicant covenants with the Council:
- 5.2.1 that the Dwelling will be let within six months of payment of all or any part of the Grant;
 - 5.2.2 that the Dwelling will be let to a person or persons who is/are neither a Member of the Applicant's Family nor, where the Applicant is a company, a director or employee of the Applicant or related to such director or employee;
 - 5.2.3 that the Dwelling will be let as a main residence (not a holiday home); and
 - 5.2.4 that the rent charged shall be not more than the Local Housing Allowance appropriate for the Dwelling.
- 5.3 The Applicant agrees and covenants with the Council that the Property is unoccupied as of the date of this Deed and that they shall for a period of 24 months from the date of this Deed give the Council nomination rights over the Dwelling for each and every Initial Let and Void and the following procedure as set out in schedule 2 of this Deed shall apply to the nomination of Nominees in respect of the Dwellings.
- 5.4 Unless the Council in exceptional circumstances decides otherwise, the Applicant shall repay the Grant to the Council if, prior to expiry of the Covenant Period:
- 5.4.1 the Applicant makes a Relevant Disposal of the whole or part of the Dwelling;
or
 - 5.4.2 the Dwelling is let for any single period in excess of four weeks at a rent in excess of the Local Housing Allowance; or

- 5.4.3 the Dwelling ceases to be a separate dwelling for the purposes of this Agreement; or
- 5.4.4 the Applicant breaches any of the covenants contained in Clause 5.2 and 5.3 above.
- 5.5 If at any time following the Completion Date the Council shall serve a notice on him requesting him to do so, the Applicant shall within 30 days supply to the Council documentary evidence to confirm compliance with Clauses 5.1, 5.2, 5.3 and 5.4.
- 5.6 Should the Applicant fail to respond to the Council's notice pursuant to Clause 5.5, he will repay the Grant to the Council plus Interest.
- 5.7 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in Clause 5.1 and Clause 5.3 each of which shall be a local land charge and enforceable against any person deriving title to the Dwelling or any part of it from the Applicant.
- 6. Repayment of Grant**
- 6.1 Should the Council be entitled hereunder to demand repayment of the Grant or any part of it, it shall be repaid within 30 days of demand or upon repayment terms to be agreed with the Council in writing.
- 6.2 Interest at 4% above bank base rate will be added to the sum to be repaid from the date of demand to date of repayment in the event that:-
- 6.2.1 the sum demanded remains unpaid for a period exceeding six months, or the Applicant fails to adhere to repayment terms agreed with the Council; and
- 6.2.2 the demand for repayment arises from either transfer of the Dwelling by the Applicant within the Covenant Period or a breach of condition by the Applicant
- 6.3 If the Council's demand for repayment arises from cancellation of this Agreement pursuant to Clause 4, such demand will include Interest at 4% above bank base rate on the amount due to be repaid from the date of payment of the Grant or any part of it by the Council until repayment.
- 6.4 For the avoidance of doubt, any demand for repayment shall be addressed to and payable by the Applicant, irrespective of whether the Grant or any part of it was paid to the Contractor or to the Applicant.
- 7. Miscellaneous**
- 7.1 For the avoidance of doubt, it is the responsibility of the Applicant to apply for and obtain at the Applicant's cost all necessary permissions and approvals for the Works and the Council does not hereby warrant or represent that any such permissions or approvals will be granted.
- 7.2 Subject to Clause 1.2.3, for the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend to confer a benefit or any right to enforce any term of this agreement on any person who is not a party to this agreement.

- 7.3 This agreement is a Deed and shall be construed as such.
- 7.4 This agreement is a local land charge and shall be registered as such.
- 7.5 All rights, powers, duties and functions which the Council has as a local authority or which the Council's Officers have as Local Authority Officers are expressly reserved.
- 7.6 This agreement shall cease to have effect upon:-
- 7.6.1 repayment of the Grant to the Council (with Interest thereon if applicable); or
 - 7.6.2 cancellation of this agreement and repayment of all sums due to be repaid to the Council (with Interest thereon if applicable); or
 - 7.6.3 expiry of the Covenant Period without the Grant becoming repayable.

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IN WITNESS whereof the Council has caused its common seal to be affixed and the Applicant has signed as a Deed the day and year first before written.

THE COMMON SEAL of East)
Suffolk Council was affixed)
hereto in the presence of:-)

Authorised Officer

Authorised Officer

[Where the applicant is an individual or individuals]

SIGNED as a Deed by)
)
.....)
[1st Applicant's name in caps])
in the presence of:-)

WITNESS Signature
 Name
 Address

 Occupation

SIGNED as a Deed by)
)
.....)
[2nd Applicant's name in caps])
in the presence of:-)

WITNESS Signature
 Name
 Address

 Occupation

[Where the Applicant is a Company]

EITHER

THE COMMON SEAL of)
)
.....)
[Applicant's name in caps])
was affixed hereto in the presence of:-)

Director

Director/Co. Secretary

OR

SIGNED as a Deed on behalf of) Signature
)
.....) Name in caps
[Applicant's name in caps])
in the presence of:-) Position in Co.

WITNESS Signature
Name
Address

Occupation

Schedule 1

Applicant(s):
*(Insert full name(s)
in CAPITALS)*

Dwelling:
.....

Postcode
(edged red on the Plan)

No. of bedrooms

Applicant's Address:

Postcode

The Applicant's interest in the Dwelling: *Freehold / Leasehold (Delete as appropriate)*

HM Land Registry Title No (if applicable): SK

Application dated: **together with the following correspondence:-**

Date	From	To
.....
.....
.....

Works:
.....

Name of Contractor:
Either
Or
Or

Approved Value of the Grant: £

Completion Date:

Schedule 2

Nomination Procedure

1 Procedure

The parties agree that the Applicant shall give the Council nomination rights for each and every Initial Let and Void and the following procedure shall apply to the nomination of Nominees in respect of the Dwelling.

2 Initial lets

- 2.1 The Council shall arrange for the Dwelling to be advertised. Within 5 Working Days of the bidding cycle closing the Council shall select a Nominee and the Applicant shall use its reasonable endeavours to arrange a viewing of the Dwelling and offer a Tenancy Agreement to such selected Nominee
- 2.2 If the selected Nominee fails to accept the offer of a Tenancy Agreement within one (1) Working Day of receipt of the Applicant's offer such selected Nominee shall be deemed to have rejected the Applicant's offer and the Council shall select and the Applicant shall make an offer of a Tenancy Agreement to another Nominee by repeating the procedure set out in clause 2.1.1
- 2.3 If the second selected Nominee fails to accept the offer within one (1) Working Day of receipt of the Applicant's offer then such second selected Nominee shall be deemed to have rejected the Applicant's offer and the Council shall select and the Applicant shall make an offer of a Tenancy Agreement to a third Nominee by repeating the procedure set out in clause 2.1.1
- 2.4 If the Council is unable to supply any further Nominees the Council shall require that the Dwelling is re-advertised and the procedures set out in 2.1.1 – 2.1.4 are complied with

3 Voids

- 3.1 Should the Dwelling become a Void after the Initial Let or the Applicant has reasonable cause to believe it will become a Void then and in each case the procedures set out in 2.1.1 – 2.1.4 shall apply

4. Provision of information

- 4.1 The Applicant shall give notification to the Council of the following events within (1) Working Day of their occurrence:
- i. a Nominee failing to view the Dwelling when a viewing has been arranged
 - ii. a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Schedule
 - iii. a Nominee accepting an offer of a Tenancy Agreement, such notification to include a copy of the signed Tenancy Agreement

- 4.2 Arrangements for notification to the Council will determined by the Council

5 Rent

- 5.1 The rent charged for any Tenancy Agreement shall be not more than the Local Housing Allowance appropriate for the Dwelling or any official index or allowance replacing it.

6. **Notices**

- 6.1 Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting

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