

**DEED OF AGREEMENT
RENOVATION GRANT
[Owner-Occupier]**

made between

.....

- and -

.....

[Name]

in connection with

.....

[Property Address]

Chris Bing
Solicitor to the Council
East Suffolk Council
East Suffolk House
Riduna Park
Station Road
Melton Woodbridge
Suffolk
IP12 1RT
Tel: 0333 016 2000

BETWEEN

- (1) The person or persons named in the Schedule (“the Applicant”) and
- (2) East Suffolk Council of Council Offices, East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, 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 Property
- (2) The Applicant’s interest in the Property is described in the Schedule
- (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” means the person or persons named in the Schedule

“Application” means 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” means the amount given in the Schedule (unless subsequently amended in writing at the Council’s discretion) as the maximum amount payable by the Council

“Certified Date” means the date upon which the Council certifies completion of the Works in accordance with Clause 3.4.4

“Completion Date” means the date given in the Schedule by which the Works shall be completed or such other date as may be approved in writing by the Council

“Contractor” means 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, unless otherwise agreed in writing by the Council

“Council” means East Suffolk Council

“Covenant Period” means twenty years from the date of this Agreement

“Eligible Expenses” means the expenditure incurred by the Applicant in connection with the Works as determined by the Council taking into account –

- 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
- 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

“Grant” means the Renovation Grant paid by the Council in respect of the Works which shall not exceed the Approved Value of the Grant

“Member of the Applicant’s Family” means a person who is:-

- 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

and

- 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

“Plan” means the plan (if any) attached to this Agreement

“Property” means the property described in the Schedule which is owned by the Applicant

“Works” means the work of renovation, improvement or repair to the Property in respect of which the Grant is made as briefly described in the Schedule 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 Property 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 Property:*

that the freehold owner of the Property is aware of and consents to the Works

2.1.4(a) EITHER *[where there is a mortgage on the property]*:

that the Mortgagee consents to the completion of this Deed

2.1.4(b) OR *[where there is no mortgage on the property]*:

that there is no subsisting mortgage or charge secured on the Property

3. Amount and Payment of the Grant

3.1 The Grant shall be determined by the Council taking into account the Eligible Expenses, less any contribution required from the Applicant.

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 receipted 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 at any time 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 Following receipt of the Grant, the Applicant covenants as follows:-

- 5.1.1 that he will own and occupy the Property as his only or main residence throughout the Covenant Period, and
- 5.1.2 should he cease to own and occupy the Property as his only or main residence at any time during the Covenant Period, he will repay the Grant to the Council, plus Interest if applicable.
- 5.2 The Applicant undertakes to advise the Council in writing within 28 days should he cease to own and occupy the Property as his only or main residence at any time during the Covenant Period.
- 5.3 Should the Council so request, the Applicant shall confirm in writing that he owns and occupies the Property as his only or main residence within 28 days of that request.
- 5.4 If the Applicant fails to respond to the Council's request pursuant to Clause 5.3, the Council shall be entitled to demand repayment of the Grant plus Interest.
- 5.5 In the event of the Applicant's death during the Covenant Period, the Council may at its sole discretion and upon written request from the Applicant's spouse agree that repayment of all or any part of the Grant may be postponed subject to:-
 - 5.5.1 confirmation that the Applicant's spouse or civil partner intends to continue to occupy the Property as his or her only or main residence; and
 - 5.5.2 agreement as to repayment of the Grant; and
 - 5.5.3 consideration of representations as to potential or actual physical or financial hardship or human rights' issues arising.
- 5.6 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenant in Clause 5.1 which shall be a local land charge and enforceable against any person deriving title to the Property 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 Property 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 of England 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.

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

SIGNED by the said) [Signature]
[APPLICANT 1])
[NAME IN CAPS]) x x
in the presence of:-)

W Signature
I Name
T Address
N
E
S
S Occupation

SIGNED by the said) [Signature]
[APPLICANT 2])
[NAME IN CAPS]) x x
in the presence of:-)

W Signature
I Name
T Address
N
E
S
S Occupation

THE SCHEDULE

Applicant(s):

Property:

Postcode:

(edged red on the Plan)

Applicant's Address

(if different from the

Property Address)

Postcode

The Applicant's interest in the Property: *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: