

Sandra Harry,  
Clerk,  
Tisbury Parish Council,  
The Reading Room,  
High Street, Tisbury,  
Wiltshire, SP3 6LD

8 March 2022

Dear Mrs. Harry,

**Re: Stone Circle Development Company, White Horse Housing Association and Nadder Community Land Trust**

I write further to my letter of 23<sup>rd</sup> September 2021 indicating that Stone Circle Development Company (“SCDC”) is working in partnership with Nadder Community Land Trust (“NCLT”) to bring forward the former Tisbury Sports Centre site.

Whilst SCDC remains wholly owned by Wiltshire Council, it operates as an independent company with the aim of becoming a respected residential developer of primarily brownfield land, in partnership where appropriate with community organisations and registered providers.

Working with the support of NCLT and its appointed registered provider White Horse Housing Association (“WHHA”), SCDC have now submitted a planning application for the former Tisbury Sports Centre site (reference PL/2022/00855).

SCDC has worked closely with NCLT to ensure that these proposals address the community’s priorities and meet the policy required for community-led housing in the Tisbury and West Tisbury Neighbourhood Plan. To this end, NCLT undertook two community consultations in October 2021 and December 2021, which indicated strong community support for the proposed scheme. SCDC, WHHA and NCLT have also drafted a Memorandum of Understanding which sets out their respective roles and responsibilities.

The land concerned is currently owned by Wiltshire Council, which has confirmed both to SCDC and to NCLT that it is its intention to dispose of the freehold of the site to SCDC.

I can therefore confirm that SCDC’s intention is:

- a) to purchase the land at the Former Sports Centre site from Wiltshire Council’ (subject to contract); and on this basis

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- b) to develop the land in accordance with the current planning application; and
- c) to transfer six affordable homes to WHHA under a land and development agreement for ultimate ownership by NCLT on behalf of Tisbury's community, as set under the terms of the attached draft Memorandum of Understanding.

Our proposal directly supports the Council's objective to operate in an innovative and effective way which supports community-led development whilst maintaining a commercial approach.

Yours faithfully,



Marcus Wilson *Company Secretary for and on behalf of*  
Stone Circle Development Company

cc: Gerard Murray, Chair, Nadder Community Land Trust Ltd., The Reading Room,  
Tisbury, Wiltshire, SP3 6LD

**Draft Memorandum of Understanding between Wiltshire Council, Stone Circle Development Company, White Horse Housing Association and Nadder Community Land Trust**

**Land adjoining the former Sports Centre, Weaveland Road, Tisbury, Wiltshire**

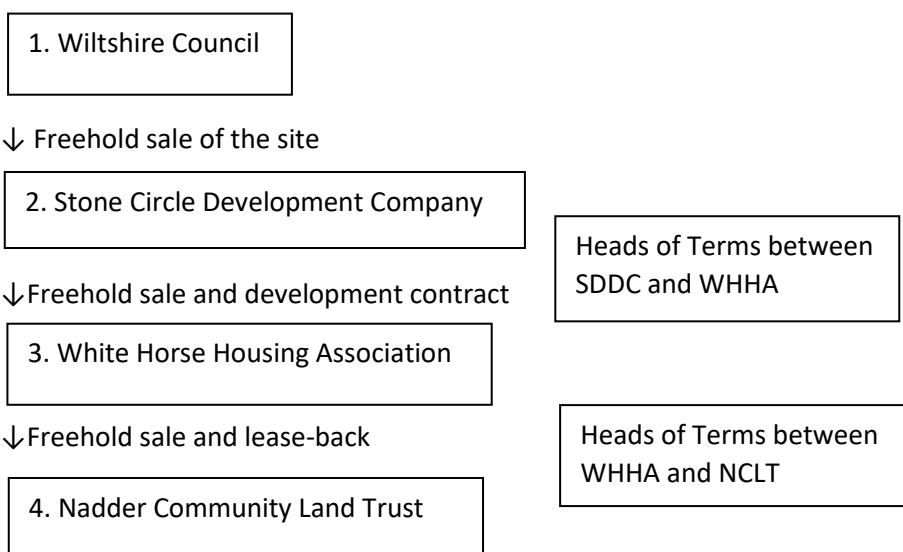
**Subject to Contract and Without Prejudice**

The four parties hereby acknowledge their respective intentions in delivering affordable homes on the site of the former Sports Centre in Tisbury in accordance with Policy BL.8 of the Neighbourhood Plan – see Annex A.

**The parties' contractual intentions are as follows:**

1. Wiltshire Council is the landowner and intends to dispose of the freehold of the site to Stone Circle Development Company. Council resolutions and SCDC business plans to this effect are in the public domain.
2. Stone Circle intends to be the developer of the site and to supply the affordable homes to White Horse HA under a land and development agreement. Draft heads of terms for Stone Circle's relationship with White Horse HA are attached at Annex B.
3. As a Registered Provider, White Horse HA intends to be the landlord of the affordable homes, initially acquiring and then transferring the freehold to Nadder CLT which will then grant White Horse HA a lease-back. Draft heads of terms for White Horse HA's relationship with Nadder CLT are attached at Annex C.
4. Nadder CLT intends to ensure that Policy BL.8 of the Neighbourhood Plan is satisfied in its principle of providing community-led housing by taking the freehold of the affordable homes and leasing them back to White Horse HA.
5. Nadder CLT has received funding ("the CLH Funding") from the Community Housing Fund Revenue Programme 2021/2022 to support the project, subject to a number of conditions including that its proposed lease-back agreement with White Horse HA is drafted and agreed in principle by 31<sup>st</sup> March, 2022.
6. To assist Nadder CLT in meeting the conditions of its CLH Funding all parties intend to agree the Heads of Terms between them, respectively set out in Annex B and Annex C on or before 28<sup>th</sup> February, 2022.

**MoU in summary:**



Signatures – unless agreed by exchange of emails.

Wiltshire Council

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Date:

Stone Circle Development Company

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Date:

White Horse Housing Association

.....

Date:

Nadder Community Land Trust

.....

Date:

**Buildings BL.8 Site Allocation: Site of the Former Sports Centre Adjacent to St John's Primary School**

The former Sports Centre: 0.35 hectares or 0.86 acres.

Objective: To safeguard the brownfield site of the former sports centre adjacent to St John's Primary School to allow for its future expansion or other community uses.

**Site Allocation BL.8**



122. Since 2016, when the Nadder Centre opened, the former sports hall adjacent to St John's Primary School has been unoccupied. To prevent the site falling into disrepair and becoming a space for anti-social behaviour, consideration needs to be given to alternative uses.

123. St John's Primary School has indicated the desirability of reserving a small part of this site to improve traffic circulation/parking at the School. The Nadder Community Land Trust has indicated that such arrangements could be incorporated within a community-led affordable housing development of the site.

124. Accordingly, the site is allocated for uses which would benefit the community such as the provision of housing to meet identified housing needs.



Above: Former Tisbury Sports Centre, Weaveland Road (as of 2018)

**Policy BL.8 Site Allocation: Site of the former Sports Centre adjacent to St John's Primary School**

The site of the former Sports Centre as identified on the adjacent map is allocated for redevelopment and, in principle, uses which meet community needs, such as community-led housing provision, will be supported subject to:

- i) appropriate alternative measures that address the condition relating to this site attached to Planning Consent 14/04907/FUL (Tisbury Nadder Campus), and
- ii) addressing of the reasonable requirements of St John's School relating to improved traffic circulation/parking arrangements, and
- iii) a design that is sensitive to the adjacent countryside and other uses, including the safeguarding of the children at the school

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<p align="center"><b>HEADS OF TERMS Between White Horse HA and STONE CIRCLE DC</b></p> <p align="center"><b>Land adjoining the former Sports Centre,</b></p> <p align="center"><b>Weaveland Road, Tisbury, Wiltshire.</b></p>		
<b>SITE DETAILS</b>		<p>*6 Units - [5 x Affordable Rent, 1 x shared ownership]</p> <p>*Subject to viability which is in turn subject to the level of grant allocated by Homes England to WHH for the two homes outside the S106 Agreement</p>
<b>MIX</b>		<p><b>[Affordable Rent :</b></p> <ul style="list-style-type: none"> <li>• 2 x 1 bed flats</li> <li>• 1 x 2 bed house</li> <li>• 2 x 3 bed houses</li> </ul> <p><b>Shared Ownership Housing:</b></p> <ul style="list-style-type: none"> <li>• 1 x 2 bed house]</li> </ul> <p><b>6 units in total</b></p>
<b>Overall sequence of Transactions – all back to back:</b>		<ol style="list-style-type: none"> <li>1. Freehold Sale from SCDC to WHH under the Land and Development Agreement</li> <li>2. WHH sale of freehold to NCLT for £1</li> <li>3. Grant of Lease by NCLT to WHH for£1</li> </ol> <p>Items 2 and 3 are covered by separate Heads of Terms between WHH and NCLT.</p>

<p><b>FORM OF CONTRACT between SCDC and WHH: Land and Development Agreement</b></p>		<p>Land and Development Agreement between SCDC and WHH:</p> <p>Total Package Price - £*****</p> <p>Unconditional exchange of contracts will take place before [date] (Provided formal planning has been obtained).</p> <p>SOS – within 6 months of planning consent  PC – within 18 months of planning consent  Longstop date – December 31<sup>st</sup> 2024</p> <p><b>Stage Payments</b></p> <p>Land Payment - £*****</p> <p>The build price of £***** will be split as follows:</p> <p>Golden Brick - £*****  <i>(Land and Golden Brick equal to 30% of total contract price)</i></p> <p>Followed by monthly valuations as certified by WHHA’s Employers Agent.</p>
<p><b>Total Package Price</b></p>	<p>£*****</p>	
<p><b>VENDOR</b></p>		<p>Stone Circle Development Company</p> <p>Contact :</p>

<b>VENDORS SOLICITORS</b>		
<b>PURCHASER</b>		<p>White Horse Housing Association. Lowbourne House, Lowbourne, Melksham, Wiltshire, SN12 7DZ</p> <p>Tel: 01380 850916</p> <p>Contact: Steve Warran, Chief Executive Email: <a href="mailto:steve.warran@whitehorsehousing.co.uk">steve.warran@whitehorsehousing.co.uk</a></p> <p>Tel no: 01380 850916</p> <p>Mobile: 07753 221400</p>
<b>PURCHASER's SOLICITORS</b>		<p>Catherine Bradshaw Senior Associate</p> <p>T: 01865 813620</p> <p>Penningtons Manches LLP 9400 Garsington Road Oxford Business Park Oxford OX4 2HN</p>
<b>EMPLOYER'S AGENT</b>		<p>Martyn Stubbs Nixey Powell Partnership Limited Chartered Quantity Surveyors 12c Church Farm Business Park Corston BA2 9AP</p> <p>Tel: 01225 424213</p>



		Mob: 07803 177010
<b>Development Standards</b>		<p>As per the Section 106.</p> <p>Current Building Regs.</p> <p>To at least 100% of the Nationally Described Space Standards</p> <p>Note: WHH to approve the design and specification of the affordable homes at the planning application stage and then at the construction contract stage, approvals to be following consultation with NCLT and not to be unreasonably withheld.</p>
<b>Defects Liability Period</b>		12 months from date of phased handover of dwellings.
<b>Retention</b>		£1,000 retention per unit (total £6,000) released at 12 month defect inspection
<b>Payment Schedule</b>		To be agreed
<b>Liquidated Damages</b>	<b>NIL</b>	There will be no requirement to include an L.A.D. clause
<b>V.A.T.</b>		All sums above are exclusive of VAT (although as a new build development there is not expected to be any)
<b>CDM</b>	Nil Fee	<p>SCDC shall elect to be treated as the only client in respect of the Works pursuant to Regulation 4.8 of the CDM Regulations 2015.</p> <p>SCDC shall be responsible for complying with their requirements under the CDM Regulations and pay</p>

		all costs and charges associated with the appointment of the Principal Designer.
<b>Building Regs</b>		SCDC to be responsible for obtaining all necessary current Building Regulation Approvals and supply the Purchaser with final inspection certificates and proof of discharge of pre-occupation conditions prior to Practical Completion. SCDC to pay all fees in connection with the application and stage inspections.
<b>Warranty</b>		SCDC to obtain appropriate warranty insurance (to be specified).  Length of cover - 10 years (copy of insurances to be sent by SCDC to EA on request).  SCDC to provide a Performance Bond (or equivalent) for a sum not less than 10% of the total contract price to cover the period of construction up to Practical Completion.
<b>Public Liability Insurances</b>		SCDC will provide written evidence of all insurances. Costs to be met by SCDC.
<b>Role of the Employers Agent</b>		To visit the site by prior appointment with the Site Manager from commencement of work. There will be a monthly review of the scheme and White Horse Housing's Employers Agent will be responsible for chairing the meetings and preparing and circulating minutes.
<b>Signboard</b>		WHH and NCLT to supply details of their sign board requirements. The specification and location of the sign board to be agreed by both parties acting reasonably.  For the avoidance of doubt the Signboard is to be paid for by SCDC free of charge.
<b>Access to the Site and Services</b>		<ul style="list-style-type: none"> <li>SCDC will grant White Horse a right of safe access for vehicles and pedestrians over road systems and the use of all services.</li> </ul>

		<ul style="list-style-type: none"> <li>• SCDC are responsible for water mains and service connections, foul and storm water connections, gas and electricity connections, street lighting, BT cabling installations.</li> <li>• Best endeavours will be taken by SCDC to have the roads and services adopted.</li> <li>• If adoption is not possible, roads &amp; surface water drainage to remain with management company.</li> </ul> <p>Foul drainage to be adopted by the relevant water company in due course.</p>
<b>Site Investigation/ Survey/Party Wall</b>		<p>Copies of all reports/surveys to be provided to White Horse Housing for information provided at exchange of contracts where relevant:</p> <ul style="list-style-type: none"> <li>• Site Investigation</li> <li>• Topographical Survey</li> <li>• Ecological Survey</li> <li>• Flood Risk Assessment/ Drainage Strategy</li> </ul>
<b>Handover Requirements</b>		To be agreed by both parties acting reasonably
<b>Management Company</b>		<ul style="list-style-type: none"> <li>• Management company to be 'NAME OF MAN CO'. Service charge for site anticipated to be approximately £**** per annum, so £**** per annum per house.</li> <li>• WHH to approve the terms of appointment of the management company including any Memorandum and Articles of Association (approval to be following consultation with NCLT and not to be unreasonably withheld).</li> </ul>

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<b>HEADS OF TERMS BETWEEN WHITE HORSE HA AND NADDER CLT</b> <b>Land adjoining the former Sports Centre,</b> <b>Weaveland Road, Tisbury, Wiltshire.</b>		
<b>SITE DETAILS</b>		<p>*6 Units - [5 x Affordable Rent, 1 x shared ownership]</p> <p>*Subject to viability which is in turn subject to the level of grant allocated by Homes England to WHH for the two homes outside the S106 Agreement</p>
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<b>Sequence of Transactions – all back to back:</b>		<ol style="list-style-type: none"> <li>4. Freehold Sale from Stone Circle DC to WHH under the Land and Development Agreement</li> <li>5. WHH sale of freehold to NCLT for £1</li> <li>6. Grant of Lease by NCLT to WHH for£1</li> </ol>



<b>WHITE HORSE HA</b>		<p>White Horse Housing Association. Lowbourn House, Lowbourn, Melksham, Wiltshire, SN12 7DZ</p> <p>Tel: 01380 850916</p> <p>Contact: Steve Warran, Chief Executive Email: <a href="mailto:steve.warran@whitehorsehousing.co.uk">steve.warran@whitehorsehousing.co.uk</a></p> <p>Tel no: 01380 850916</p> <p>Mobile: 07753 221400</p>
<b>WHITE HORSE'S SOLICITORS</b>		<p>Catherine Bradshaw Senior Associate</p> <p>T: 01865 813620</p> <p>Penningtons Manches LLP 9400 Garsington Road Oxford Business Park Oxford OX4 2HN</p>
<b>NADDER CLT</b>		<p>The Reading Room, High Street, Tisbury, Wiltshire, SP3 6LD</p> <p>Contact: Gerry Murray, Chair <a href="mailto:gmurray866@aol.com">gmurray866@aol.com</a> 07802-414470</p>
<b>NADDER CLT's SOLICITORS</b>		<p><b>Katie Duggins</b> <b>Solicitor</b> for Anthony Collins Solicitors LLP 134 Edmund St,</p>

		<p>Birmingham</p> <p>B3 2ES</p> <p>T: 0121 214 3530</p> <p>F: 0121 212 7434</p> <p>M: 07849 398 428</p> <p><a href="mailto:katie.duggins@anthonycollins.com">katie.duggins@anthonycollins.com</a></p> <p><a href="http://anthonycollins.com">anthonycollins.com</a></p> <p>Twitter: @ACSLLP</p>
<b>Development Standards</b>		<p>As per the Section 106.</p> <p>Current Building Regs.</p> <p>To at least 100% of the Nationally Described Space Standards</p> <p>Note: NCLT to approve the design and specification of the affordable homes at the planning application stage and then at the construction contract stage, approvals not to be unreasonably withheld. WHHA undertakes not to signify its own approval to SCDC until such approval from NCLT has been given.</p>
<b>Signboard</b>		<p>WHH and NCLT to supply details of their sign board requirements. The specification and location of the sign board to be agreed by both parties acting reasonably.</p> <p>For the avoidance of doubt the Signboard is to be paid for by Stone Circle DC free of charge.</p>
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