

## **Affordable Rural Housing Service: Memorandum of Understanding**

### **1. Purpose**

The Partnership has been formed in order to coordinate and improve the supply of affordable homes in rural locations within the county of Essex. This Memorandum of Understanding (“MoU”) describes the role and responsibilities of the partners for the provision, management and funding of an affordable rural housing service (“Services”).

### **2. The Partnership**

The partners to this MOU are the Rural Community Council of Essex (“RCCE”) and the following organisations:

#### **Local Authorities (“LAs”)**

Braintree District Council  
Chelmsford City Council  
Colchester Borough Council  
Epping Forest District Council  
Maldon District Council  
Tendring District Council  
Uttlesford District Council

#### **Registered Providers (“RPs”)**

Chelmer Housing Partnership  
English Rural Housing Association  
Hastoe Housing Association  
Eastlight Community Homes

RCCE and partners together make up the Rural Housing Enabler Advisory Group (“Advisory Group”).

The full contact details of the partners and names of their representatives on the Advisory Group are given in Annex 1.

### **3. Scope**

This MoU is limited to activity solely and directly related to the discharge of duties and responsibilities concerned with services within the county of Essex and the administrative areas covered by those District Councils (“LAs”) listed above as partners to the MoU.

### **4. Term**

This MoU shall come into effect on 1<sup>st</sup> April 2024 and supersedes any other previous agreement.

This MoU shall end on the 31<sup>st</sup> March 2026 but may be renewed indefinitely with the agreement of the partners and reviewed annually.

## **5. Role and Responsibilities**

The three parties to this MoU are; RCCE, the LAs and the RPs. All parties shall work together to provide affordable housing in rural areas by

- Promoting the issue of (community led) affordable housing in rural communities and the role of the RHE via local, sub-regional, regional and national agenda.
- Working with rural communities, parish councils and other organisations to identify need for local housing.
- Working with parish councils and local landowners to identify potential sites for development where local need has been identified.
- Working within a common process, any changes to which should be discussed by the Advisory Group, to ensure best practice.

The additional specific roles and responsibilities of each party are outlined below.

### **5.1 RCCE**

#### **RCCE Role**

RCCE shall:

- Raise awareness of housing needs and the means to tackle them.
- Promote and facilitate the provision of affordable rural housing.
- Influence strategies at all levels that impact on affordable housing.

#### **RCCE Services**

RCCE shall employ a Rural Housing Enabler (“RHE”) whose responsibilities shall include:

- Working with rural communities, parish councils and partners to identify local housing need through housing needs surveys and/or LA housing registers where appropriate.
- Informing policy and providing input into plans and strategies at local and sub-regional level.
- Working with other RHEs and colleagues in ACRE (Action with Communities in Rural England, the national umbrella body for the 38 Rural Community Councils) to improve influence at all levels regarding affordable rural housing.
- Developing and sharing good practice initiatives with other RHEs, communities and relevant organisations.
- Carrying out appropriate and relevant research into rural housing issues, disseminating information, attending relevant conferences and training events, providing feedback to the Advisory Group.
- Providing secretariat to the Advisory Group.
- Working closely with RCCE’s community engagement team who assist communities with their development and community-led planning.
- Supporting and working with communities and all partners throughout the development of a local scheme through to completion, keeping them informed of progress.

## **RCCE Service Quality**

In providing the services, RCCE shall:

- Work to a programme of activity guided by information through the Advisory Group.
- Ensure all and any information received on local planning and housing development schemes shall be handled in a sensitive manner respecting issues of confidentiality and data protection.
- Ensure that all consultation is undertaken in a way that promotes good practice and equal opportunities.
- Provide a single point of contact for each scheme.
- Manage provision of services such that priority is given to schemes that are more likely to come to fruition e.g. where a site has been identified. It should be noted however that it is preferable that schemes are needs-led rather than site- led.

## **5.2 Local Authorities**

### **LA Role**

The LAs shall:

- Set strategy and oversee all affordable housing developments within their administrative area.
- Support and promote the use of Housing Needs Surveys in identified priority parishes.
- Support and promote the independent role of the RHE.

### **LA Services**

The LAs shall:

- Raise awareness of housing needs and the means to tackle them.
- Identify priority parishes for the RHE to work with.
- Assist RPs in preparing bids for funding if required.
- Support RPs in securing for money for affordable housing development to meet identified local need.
- Work with the RHE to support parish councils throughout the process, from identification of need through to scheme completion.
- Work with planners and ensure they support the work of the Advisory Group by responding to requests and attending relevant meetings.
- Assist with identifying appropriate sites for development that help to meet identified need and support negotiations with landowners/land agents over those sites.
- Work with RPs to secure planning permission for affordable housing development to meet identified local need.
- Redirect any requests for copies of Housing Needs Survey reports or information contained within them to RCCE.
- Assist and support partners in training of those individuals involved in the delivery of the services.
- Send a representative to the Advisory Group meetings.

## **LA Service Quality**

In providing the services, the LAs shall:

- Provide a named contact to work with the RHE and keep the RHE updated on current activity.
- Provide RCCE with information required for surveys, background reports and other work relating to affordable housing schemes in a timely manner.
- Regularly update the RHE and relevant RP on scheme progression.

## **5.3 Registered Provider**

### **RP Role**

The RPs shall:

- Manage schemes for provision of affordable rural housing.
- Support and promote the use of Housing Needs Surveys in identified priority parishes.
- Support and promote the independent role of the RHE.

### **RP Services**

The RP shall:

- Assist with identifying appropriate sites for development that help to meet identified need.
- Negotiate with landowners/land agents to secure appropriate sites for development that help to meet identified need.
- Apply for and secure planning permission for affordable housing development to meet identified local need.
- Apply for and secure funding for affordable housing development that helps to meet identified local.
- Engage with parish councils where they have been identified as the parish council's 'chosen RP partner' and support them throughout the process, from identification of need to scheme completion.
- Redirect any requests for copies of Housing Needs Survey reports or information contained within them to the RCCE.
- Send a representative to the Advisory Group meetings.

### **RP Service Quality**

In providing the services, the RPs shall:

- Provide a named contact to work with the RHE and keep the RHE updated on current activity.
- Regularly update the RHE and the relevant Local Authority Enabling Officer on scheme progression.

## **6. Allocation of Schemes**

Parish councils will be supported by the RHE to select an RP from the Group to work towards the development of a scheme as their 'chosen RP partner'. It is accepted that not all RP partners shall be eligible as preferred RP to every administrative district or parish covered by this MoU.

The exception to this shall be schemes that have been site- led by an RP, which shall stay with the assigned RP.

## **7. Funding for Affordable Rural Housing Services**

In order to facilitate the partnership and enable the provision of services by RCCE, including employment of a Rural Housing Enabler, the other partners shall make payments to RCCE.

### **LAs**

Each LA shall make an annual grant payment of £1,000 to the RCCE no later than 1st June each year. All monies paid as grant funding by the LAs will together constitute a discrete 'restricted fund' (as defined in The Charities (Accounts and Reports) Regulations 2008 and the Statement of Recommended Practice 2008) and will only be used to fund the activities outlined in Section 5.1 of this MoU.

### **RPs**

Each RP shall make payments to RCCE based on the 'on cost model', to be included within their development costs. Under this, the RPs shall pay RCCE 0.83% of acquisition and works costs on each of their affordable rural housing schemes where the RHE has been instrumental in bringing schemes forward including other models such as developer led exception sites, or £833.33 annual fee, whichever is the greater. Both of these amounts will be subject to VAT and so will have 20% VAT added. This agreement takes effect from the start date in Section 4 and includes any schemes completed after this date.

RCCE will raise an invoice for £833.33 plus VAT (=£1,000.00) and each RP shall make payment to RCCE by 1<sup>st</sup> June each year. This sum will be deducted by the RP from the first payment due each financial year at start on site stage. If an RP has no schemes start on site in a given year RCCE shall retain the £833.33 payment as that RP's contribution for that year towards the services outlined in Section 5.1 of this MoU.

## **8. Housing Needs Surveys**

A key activity within the affordable rural housing development chain is conducting Housing Needs Surveys ("Surveys") to ascertain the need for affordable housing within a particular parish. Requests for a survey may come from any of the partners or parish councils but must be supported by the parish council.

## **9. General Data Protection Regulations 2018 (GDPR)**

In accordance with General Data Protection Regulations 2018, any personal data gathered through this partnership or other activities, such as a Housing Needs Survey, will be securely stored by RCCE and only used for The Purpose as set out in this agreement.

We destroy all identifiable housing need data (including any personal data) within 5 years of the survey deadline OR within 1 month of the related housing scheme opening - whichever is the soonest. Within one month of the completion of the final Housing Need Report all survey data not showing a housing need is destroyed. Aggregated non-identifiable data via the final Housing Need Report is kept indefinitely.

On occasion the personal data that is provided during a survey process may be shared by us with one or more advisory group partners (normally Registered Providers) where there is a benefit to the respondent for a potential housing scheme. In such cases, the specific consent of the data subject is always obtained.

Any personal data held by RCCE will be deleted, removed or retracted at any time upon request.

By entering into this agreement, every partner in the Advisory Group confirms that they also have their own processes in place to conform to GDPR.

## 10. Dispute resolution

The partners shall seek to resolve by consensus all issues and disputes concerning this MoU. Where this is not possible the matters shall be referred to an agreed third party to arbitrate and affect a mutually satisfactory outcome.

This MoU is subject to the jurisdiction of the courts of England and Wales

## 11. Change control

The terms of the MoU shall be reviewed annually.

The process of reviewing and renewing this agreement (including Terms of Reference) shall normally commence at the January meeting of the Advisory Group.

All changes to this MoU must be agreed in writing by the partners.

Signed for and on behalf of:

### *Rural Community Council of Essex*

Name: Sarah Sapsford

Position held: Community Engagement & Services Manager

Signature: \_\_\_\_\_

Date: 31<sup>st</sup> March 2024

**Partner Organisation:** \_\_\_\_\_

Name: Tim R Clarke

Signature: 

Position held: Assistant Director (Housing and Environment)

Date: 16 January 2025

## ANNEX 1: Rural Housing Enabler Advisory Group

### RCCE

<b>Rural Community Council of Essex</b>
Registered charity number: 1097009
Threshelfords Business park Inworth Road Feering Essex CO5 9SE
Representative: Laura Atkinson

Tel No: 01376 574330
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## Local Authorities

<b>Braintree District Council</b>
Causeway House Bocking End Braintree Essex CM7 9HB
Representative: David Steel
Tel No: 01376 551414

<b>Chelmsford City Council</b>
Civic Centre Duke St, Chelmsford, Essex CM1 1JE
Representative: Liz Harris-Best
Tel No: 01245 606378

<b>Colchester City Council</b>
Rowan House 33 Sheepen Road Colchester Essex CO3 3WG
Representative: Joseph Drummy
Tel No: 07890 029923

<b>Epping Forest District Council</b>
Civic Offices High Street Epping Essex CM16 4BZ
Representative: Francisca Muonweokwu-Egbunike
Tel No: 01992 5624000

<b>Maldon District Council</b>
Maldon District Council Princes Road Maldon Essex CM9 5DL
Representative: John Swords
Tel No: 01621 732674

<b>Tendring District Council</b>
Town Hall Station Rd, Clacton-on-Sea, Essex CO15 1SE
Representative: Tim Clarke
Tel No: 01255 686745

<b>Uttlesford District Council</b>
Council Offices London Road Saffron Walden Essex CB11 4ER
Representative: Peter Lock
Tel No: 01799 510633

### Registered Providers

<b>Chelmsford Housing Partnership</b>
Myriad House 33 Springfield Lyons Approach Chelmsford Essex CM2 5LB
Representative: Kate Gerrish
Tel No: 07701 352724

<b>English Rural Housing Association</b>
RCCE House Threshelfords Business park Inworth Road Feering Essex CO5 9SE
Representative: Graham Mann
Tel No: 07587 885863

<b>Hastoe Housing Association</b>
Rectory Farm Barns, Little Chesterford, Saffron Walden, Essex, CB10 1UD
Representative: Eddie Bacon
Tel No: 07768 905624

<b>Eastlight Community Homes</b>
Eastlight House, Charter Way, Braintree Essex, CM77 8FG
Representative: Andrew Hull
Tel No: 01376 535400