

**DATED**

**201**

**(1)**

**and**

**EAST SUFFOLK COUNCIL (2)**

**NOMINATION AGREEMENT**

**Relating to Shared Equity Housing**

**At**

**(name of scheme)**

THIS NOMINATION AGREEMENT is made the      day of      201

BETWEEN:-

- (1) ..... Name of developer of (address)
- (2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, IP12 1RT ('the Council')

## 1. Definitions

In this Deed:-

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market.

"Affordable Housing Unit" means xx dwellings all of which shall be Affordable Housing to be provided on the Property and which dwellings shall be sold as Shared Equity properties at no more than 75% of Market Value to a person approved by the Council pursuant to this Nomination Agreement as varied from time to time, where the remaining 25% is protected in perpetuity by way of a second charge, amended Shared Ownership Lease or similar arrangement in favour of the Council (or a Registered Provider approved by the Council) with no rental or interest charged against this.

"Chargee" means any mortgagee or charge of a Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee or any other person appointed by a mortgagee or chargee under its security documentation for the purpose of enforcing its mortgage or charge or any administrator (howsoever appointed) including a housing administrator

"Housing register" means the list maintained by the Council of people who have been assessed as eligible for affordable housing (under part VI of the Housing Act 1996) or any system that replaces it.

"Initial Sale" means the first sale of the newly constructed and previously unoccupied Affordable Housing Unit which is being sold as a Shared Equity Property

"Market Value" means the best price at which the sale of an interest in a dwelling would have been completed unconditionally for cash consideration on the date of

valuation assuming (i) a willing seller and a willing buyer in a arm's-length transaction (ii) any restrictions imposed on a dwelling by this Agreement (iii) there has been a reasonable period to completion within which to negotiate the sale (iv) the dwelling has been freely exposed to the market (v) both the buyer and seller acted knowledgeably prudently and without compulsion

"Marketing Strategy" means an approach agreed with the District Council that includes the developers own advertising route, but also makes use of other Council systems (e.g. the Choice Based Lettings website, corporate newsletters, social media) and/or other local mechanisms (e.g. parish websites or newsletters) to maximise the potential for local people in housing need to access the affordable housing unit

"Owner" means the developer who is selling the affordable home

"Practical Completion" the completion of a Dwelling to a standard which is wind and water tight and fit for habitation in terms of heating, plumbing, electrics and sanitation

"Property" means the land [ ] shown edged red on the plan attached hereto

"Protected Tenant" means a lessee under a shared ownership lease of a particular Affordable Housing Unit

"Registered Provider" or "RP" means a Registered Provider of social housing as defined in Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

"Regulator" – Homes England (formerly the Homes and Communities Agency) or any body that replaces its role as regulator of Registered Providers

"Second Charge" means a charge in favour of the Council (or other Registered provider) which shall be for a term of 75 years and have no interest payable in relation to it and shall not involve any consideration being due on Initial Sale. The Second charge shall not be redeemed or removed by the purchaser otherwise than on or after the 2<sup>nd</sup> anniversary of the first Occupation of the Shared Equity dwelling and only for consideration the equivalent of 25% of the Market Value at that time or if at any point during the term the Shared Equity dwelling is sold, then the proceeds of the of sale shall be divided with 75% of the proceeds to the vendor and 25% to the Council or RP and the Second Charge shall thereafter be redeemed and removed

from the title on completion of the sale PROVIDED THAT a Chargee shall be entitled but not obliged to redeem or remove the Second Charge at any time

"Shared Ownership Lease" means a lease which is approved by the council and is based on a standard lease approved by the Regulator (or any body that replaces it) and is suitably amended to reflect that no rental or charges are payable on the unsold equity and that the purchaser can only purchase the initial unsold equity (held by the Council or a registered provider) after 2 years from the initial sale

## **2. Enabling Provisions**

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1) (b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

## **3. Procedure**

The Parties agree that the Affordable Housing Unit will be sold on as a Shared Equity property and the purchaser shall be selected in accordance with the procedure detailed in the clause 3.1 below

### **3.1 Initial Sales**

In relation to the Initial Sales of the Affordable Housing Units the following provisions shall apply:-

- 3.1.1 The Owner shall give the Council not less than four (4) months' written notice of the date when all the Affordable Housing Units will be ready for Occupation and notify the Council of the proposed Market Value(s) and;
  - i. if the Council does not give notice to dispute the Market Value within 28 days of the notice in 3.1.1 the Market Value shall be deemed to be accepted
- 3.1.2. The Owner is shall notify the Council of the form of contractual arrangements to be used which are set out in 1.2 above
- 3.1.3. The Council will provide the Owner with the eligibility criteria for applicants, which will reflect criteria for low cost home ownership set by the Regulator and any requirements set out in the S106 agreement in relation to local connection.
- 3.1.4. The Owner will provide details of the Marketing Strategy to the Council for approval.



## Deed of Nomination **Shared Equity**

- 3.1.5. The Owner shall advertise the units via the Choice Based lettings website or other relevant systems as required by the Council at the same time as the Owner is independently marketing the units.
- 3.1.6. The Council will alert applicants from the Housing Register who have expressed an interest in low cost home ownership that the units are becoming available. The Owner shall consider all applicants who have been alerted or referred by the Council.
- 3.1.7. The Council will either assess all applicants or agree to delegate responsibility to the Owner to assess and verify applicants in line with the agreed criteria
- 3.1.8. The Council will agree with the Owner the mechanism for approving a sale
- 3.1.9. Where the Council delegates assessment and verification to the Owner, the Owner shall carry out such assessment with due diligence and ensure sales only proceed where the applicant meets the eligibility criteria and shall retain all records as evidence that all the criteria have been met and applicants have been prioritised as set out in 3.1.3.
- 3.1.10. The Owner shall provide full evidence to the Council in relation to 3.1.7 to 3.1.9 within 10 Working Days of a written request. Subject to the Owner fulfilling these obligations, the council will be deemed to have approved the application and taken up its nomination rights.

### **3.2 Resales**

- 3.2.1. Where 100% of the equity in the Affordable Housing Unit has been acquired, it may be sold on the open market
- 3.2.2. Where the Council or RP retain an equity share in the Affordable Housing Unit approval will be sought from the Council or RP to sell the property. The property shall be sold to a purchaser who the Council assess as meeting the eligibility criteria as set out in 3.1.3.

### **4. RP Covenants**

The RP covenants with the Council to the extent that the Local Government (Miscellaneous Provisions) Act 1982 applies to ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

### **5. Variation of Nomination Rights**

The Council and the Owner agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

**6. Notices**

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 two (2) Working Days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

**7. Chargee Provisions**

The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:

a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)

**8. Transfer to the Registered Provider**

The Council or RP shall use its reasonable endeavours to procure that any Registered Provider to which the Property and Affordable Housing Unit erected thereon are transferred otherwise than by direction of the Regulator under its statutory powers shall enter in to a similar Deed mutatis mutandis with the Council simultaneously on completing the transfer of the Property

**9. Disputes**

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of any agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

**10. Agreements and Declarations**

The parties agree:-

- 10.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 10.2 The obligations and covenants contained in this deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33
- 10.3 From the date of Practical Completion the Affordable Housing Unit shall be sold in accordance with the terms of this deed save that the obligations and restrictions contained in this deed shall not be binding on:-
  - i) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and charges; or
  - ii) any Chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the terms of clause 7

AS WITNESS whereof the parties have executed this instructed as a Deed hereto the date and year first above written.

**THE COMMON SEAL of**

was affixed in the presence of:-

Director

Secretary

**THE COMMON SEAL of EAST SUFFOLK COUNCIL**

was affixed

In the presence of:-

Authorised signatory



**DATED**

**20**

**(name) (1)**

**and**

**EAST SUFFOLK COUNCIL (2)**

**NOMINATION AGREEMENT**

**Relating to Shared Ownership Housing**

**At**

**(name of scheme)**

1) .....of/ registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number 32427R) (the Registered Provider) [or such other Registered Provider as may be approved by East Suffolk Council

## 1. Definitions

“Affordable Housing” means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

“Affordable Housing Unit” means xx dwellings all of which shall be Affordable Housing to be provided on the Property and which dwellings shall be used as Shared Ownership Dwellings and sold subject to a Shared Ownership Lease as approved by the Regulator or any regulatory body that replaces them and as approved by the Council, to a person nominated by the Council pursuant to this deed of nomination rights as varied from time to time. The definition of Shared Ownership shall be as set out in the S106 agreement.

“Chargee” means any mortgagee or charge of a Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee or any other person appointed by a mortgagee or chargee under its security documentation for the purpose of enforcing its mortgage or charge or any administrator (howsoever appointed) including a housing administrator

“Choice Based Lettings” - means the process used to advertise affordable housing properties in the District of East Suffolk or any system that replaces it.

“Help to Buy website” means the website approved by the Regulator to advertise Shared Ownership properties or any other mechanism or system that is set up to replace it

"Housing register" means the list maintained by the Council of people who have been assessed as eligible for affordable housing (under part VI of the Housing Act 1996) or any system that replaces it

"Initial Sale" means the first sale of the newly constructed and previously unoccupied Affordable Housing Unit by the RP by way of a Shared Ownership Lease

"Practical Completion" the completion of a Dwelling to a standard which is wind and water tight and fit for habitation in terms of heating, plumbing, electrics and sanitation

"Property" means the land [ ] shown edged red on the plan attached hereto

"Protected Tenant" means a lessee under a shared ownership lease of a particular Affordable Housing Unit

"Registered Provider" or "RP" means a Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

"Regulator" – Homes England (formerly the Homes and Communities Agency) or any body that replaces its role as regulator of Registered Providers

"S106 Agreement" means the agreement dated [ ] under section 106 of the Town and Country Planning Act 1990 between [ ]

"Shared Ownership Lease" means a lease of the Affordable Housing Unit where the lessee purchases an initial share of the equity in the Affordable Housing Unit of not less than 25% and not more than 75% for a premium and rents the remainder and is entitled to acquire further shares of the equity up to 100% after a period of 2 years from the date of the Initial Sale (or at any time in the case of a Chargee)

"Shared Ownership Lessee" means the lessee for the time being of a Shared Ownership Lease

## **2. Enabling Provisions**

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1) (b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

### **3. Procedure**

The Parties agree that the Affordable Housing Unit will be sold on a Shared Ownership Lease basis and the purchaser shall be selected in accordance with the procedure detailed in the clause 3.1 below

#### **3.1 Initial Sales**

In relation to the Initial Sales of the Affordable Housing Units the following provisions shall apply:-

- 3.1.1 The RP shall give the Council not less than four (4) months written notice of the date when all the Affordable Housing Units will be ready for Occupation
- 3.1.3 The Council shall alert applicants from the Housing Register who have expressed an interest in low cost home ownership that the units are becoming available and advise them to contact the RP or direct them to the Help to Buy website
- 3.1.4. The RP shall upload details of the Affordable Housing Units onto the Help to Buy website and advertise the Affordable Housing Units on the basis of a Shared Ownership Lease and priority will be given to applicants who have a connection to the relevant Housing Market Area (as defined in the Council's Local Development Framework) and who have been assessed as being housing priority as set out in the S106 agreement.
- 3.1.5 the RP shall also advertise the units via the Choice Based Lettings website or other relevant systems as required by the Council at the same time as the units are advertised on the Help to Buy website
- 3.1.6 The RP shall assess all applicants for the units
- 3.1.7 The RP shall only consider applicants who have been assessed and meet the criteria for shared ownership as set out by the Regulator
- 3.1.8 The RP shall assess and verify applicants in line with any processes set out by the Regulator and retain all records that the criteria have been met and applicants have been prioritised as set out in 3.1.4 above
- 3.1.9 As part of the assessment process the RP shall require confirmation from each applicant that they are registered on the Housing Register
- 3.1.10 The RP shall provide the following information to the Council within 4 weeks of each sale:

- i. the names of all applicants for the Affordable Housing Unit;
- ii. name(s) of the purchaser(s) and whether they were on housing register;
- iii. names of all other applicants on the housing register, assessed as eligible and who did not purchase the unit and the reasons why;
- iv. names of applicants on the housing register, who were assessed as ineligible and the reasons why;
- v. the name(s) of the purchaser(s).

3.1.11 The RP shall provide full evidence to the Council in relation to 3.1.7 and 3.1.8 on demand

3.1.12 Subject to the RP fulfilling these obligations under 3.1 the council will be deemed to have approved the application and taken up its nomination rights

### **3.2 Re-Sales**

3.2.1. Where 100% of the equity in the Affordable Housing Unit has been acquired, it may be sold on the open market [remove for restricted schemes]

3.2.2. Where the RP retains a share in the Affordable Housing Unit the property shall be sold to a purchaser assessed as meeting the eligibility criteria as set out in 3.1.7

### **4. RP Covenants**

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies to ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

### **5. Variation of Nomination Rights**

The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

### **6. Notices**

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 two (2) Working Days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

### **7. Chargee Provisions**



The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:

a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- b) if such disposal has not been completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)

#### **8. Transfer to the Registered Provider**

The RP shall use its reasonable endeavours to procure that any Registered Provider to which the Property and Affordable Housing Unit erected thereon are transferred otherwise than by direction of the Regulator under its statutory powers shall enter in to a similar Deed mutatis mutandis with the Council simultaneously on completing the transfer of the Property

#### **9. Disputes**

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of any

agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

## **10 Agreements and Declarations**

The parties agree:-

- 10.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 10.2 The obligations and covenants contained in this deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33
- 10.3 From the date of Practical Completion the Affordable Housing Unit shall be leased in accordance with the terms of this deed save that the obligations and restrictions contained in this deed shall not be binding on:-
  - i) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and charges; or
  - ii) any Chargee and any successor in title to the Chargee
  - iii) any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them.

AS WITNESS whereof the parties have executed this instructed as a Deed hereto the date and year first above written.

**THE COMMON SEAL of**

was affixed in the presence of:-

Director

Secretary

**THE COMMON SEAL of EAST SUFFOLK COUNCIL**

was affixed

Deed of Nomination Shared Ownership

In the presence of:-

Authorised signatory

DRAFT

DATED

2018

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

# NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme)

THIS NOMINATION AGREEMENT is made the

day of

201

**BETWEEN:**

- 1) .....of registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number 32427R) (the Registered provider) [or such other Registered Provider as may be approved by East Suffolk Council]

and

- 2) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge, IP12 1RT ('the Council')

**1. Definitions**

In this Deed:

"Affordable Dwelling(s) for Rent" means Dwellings on the Development to be made available as Affordable Housing let at a monthly or weekly rental figure that does not exceed:-

(a) 80% of the local market rent inclusive of service charges; or

(b) (if lower) the local housing allowance rate; or

(c) with rent increases during the term of any individual tenancy being limited to increases in the Consumer Price Index from the date of this Nomination Agreement plus 1% or any subsequent relevant limit placed upon Registered Providers by the Regulator or Central Government;

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

"Allocation Policy" means the policy and procedure that the Council has adopted to determine eligibility and priority for Affordable Dwellings for Rent

"Chargee" means any mortgagee or charge of a Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee or any other person appointed by a mortgagee or chargee under its security documentation for the purpose of enforcing its mortgage or charge or any administrator (howsoever appointed) including a housing administrator



"Choice Based Lettings" - means the process used to advertise Affordable Dwellings for Rent in the Council area or any system that replaces it.

"Development" means the Development as defined in the Section 106 Agreement to which this Nominations Agreement is appended

"Effective Date" means the date that the application form is received by the Partner Organisation (PO), except in the following situations:

- i. When an applicant is moved from one band to a higher band, their new effective date will be the date that their circumstances changed or when the PO is advised of this;
- ii. Where an applicant receives priority on medical or welfare grounds, their effective date will be the date that they the application for the award is received by the PO;
- iii. Where an applicant has been accepted as homeless their effective date will be the date that they applied as homeless unless they already qualify for Band B with an earlier date;
- iv. Where a woman is pregnant and the baby will make her eligible for a larger property, her effective date for the larger property will be the date that the baby is born

"Housing Market Area" means the district of East Suffolk

"Initial Let" means the first tenancy or lease of a newly constructed and previously unoccupied Affordable Dwelling(s) for Rent in accordance with Section 199 of the Housing Act 1996 as amended by Section 315 of the Housing and Regeneration Act 2008

"Landlord(s)" means a person or persons who are required to use the Council's Choice Based Lettings process

"Nominee" or "Nominees" means a person named in the Shortlist nominated by the Council to the Registered Provider who qualify for a tenancy in accordance with the Registered Provider's letting criteria (details of which have been provided to the Council prior to the date of such nominations) to be the tenant of an Affordable Dwelling(s) for Rent.

"Partner Organisation" or "PO" means each of the eight District and Borough Councils participating in the current Choice Based Lettings scheme

"Property" means the land [ ] shown edged red on the plan attached hereto

"Registered Provider" or "RP" means a Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator under Chapter 3 of that Act

"Regulator" –Homes England (formerly the Homes and Communities Agency) or any body that replaces its role as regulator of Registered Providers

"Shortlist" means the list of applicants (as may be updated from time to time) to be supplied by the Council in line with the Allocation Policy and procedures giving the names of person(s) who the Council considers to be eligible for this size of property and have a local connection (as determined by the Council) to the local Housing Market Area. Where there are no suitable applicants with a specific local connection, the Council will consider including other applicants who have a local connection to the wider district of East Suffolk in line with their priorities and the Allocation Policy and who has been assessed as being in housing priority

"Tenancy Agreement" means an introductory/probationary tenancy, assured shorthold, assured or secure tenancy agreement in a form prepared by the Registered Provider and in line with an approved policy that meets the requirements of the Regulator.

"Vacancy Notice" means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Affordable Dwelling(s) for Rent is completed and the Affordable Dwelling(s) for Rent is ready to be advertised through choice based letting or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

"Void" means an Affordable Dwelling(s) for Rent which is vacant otherwise than as a result of the tenant having

- (a) Moved to other accommodation either by transfer or decant provided by the Registered Provider; or
- (b) Moved to other accommodation under a reciprocal arrangement provided by another Registered Provider registered with the Regulator under the Housing Act 1996 or Housing and Regeneration Act 2008

"Void Notice" means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the Affordable Dwelling(s) for Rent is available to be advertised through Choice Based Lettings or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

## **2 Enabling Provisions**

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 33 (1)(b) of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 and all other enabling powers

## **3 Procedure**

The parties agree that the Registered Provider shall give the Council nomination rights for each and every Initial Let and Void and the following procedure shall apply to the nomination of persons in respect of the Affordable Dwellings(s) for Rent.

### **3.1 Initial lets**

- 3.1.1 The Registered Provider shall give the Council not less than 4 months' written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation
- 3.1.2 The Registered Provider shall serve a Vacancy Notice on the Choice Based Lettings system detailing the date available for Occupation in respect of the Affordable Dwelling(s) for Rent at the point when it wishes the Affordable Dwelling(s) for Rent to be advertised. This will be in line with agreed advertising cycles which form part of the Allocation Policy.
- 3.1.3 The Council shall arrange for the Affordable Dwelling(s) for Rent to be advertised. Within 2 Working Days of the bidding cycle closing the Council shall serve upon the Registered Provider a Shortlist. The Nominees will be prioritised in line with their housing need and banding priority and effective date. The Council may agree to delegate the shortlisting to the Registered Provider and as required, verification of relevant applicant information.
- 3.1.4 The Shortlist to be served by the Council under clause 3.1.3 shall:
  - i. Specify the appropriate category of Affordable Dwelling(s) for Rent, and
  - ii. Indicate the priority for the housing of the persons named and any other relevant information using a standard pro-forma document via a generic e-mail address to the Council's Choice Based Lettings scheme

- 3.1.5 Upon the properties being ready to let the Registered Provider shall within five (5) Working Days of the date of receipt of the Shortlist select a Nominee from the Shortlist taking into account the priority in the order given for housing indicated by the Council and shall use its reasonable endeavours to arrange a viewing of the Affordable Dwelling(s) for Rent and offer a Tenancy Agreement to such selected Nominee subject to any final checks as agreed in line with the Council's Allocation Policy and the Registered Provider's letting criteria
- 3.1.6 If the selected Nominee fails to accept the offer of a tenancy within one (1) Working Day of receipt of the Registered Provider's offer such selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.5
- 3.1.7 If the second selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then such second selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to a third Nominee by repeating the procedure set out in clause 3.1.5
- 3.1.8 If such third selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then the Registered Provider will request a further Shortlist from the District Council and the District Council will supply this within three (3) Working Days.
- 3.1.9 If the District Council is unable to supply any further Nominees the Registered Provider will request that the Affordable Dwelling(s) for Rent is re-advertised and the procedures set out in 3.1.3 – 3.1.8 are complied with

#### **4. Voids**

- 4.1 Should an Affordable Dwelling(s) for Rent become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the procedures set out in 3.1.2 – 3.1.9 shall apply except 3.1.2 which shall refer to Void Notice rather than Vacancy Notice in addition to 4.1.1:

- 4.1.1 The Registered Provider shall give the Council not less than 1 months written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation

#### **5. Provision of information and alteration of lists**



- 5.1 The Registered Provider shall give notification to the Council of the following events within (2) Working Days of their occurrence:
- i. a Nominee failing to view an Affordable Dwelling(s) for Rent 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 Nomination Agreement
  - iii. a Nominee accepting an offer of a Tenancy Agreement
  - iv. Registered Provider rejecting a Nominee in accordance with Clause 5.3
- 5.2 Arrangements for notification to the Council will be set out in the Council's approved Allocation Policy
- 5.3 The Registered Provider shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the Registered Provider the grant of an assured tenancy to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria. The Registered Provider is required to make decisions without influence from third parties.
- 5.4 The Council shall notify the Registered Provider in writing of any Nominee that is withdrawn from the Shortlist
- 5.5 The Registered Provider must ensure that they handle all information in line with the current Data Protection Act 1998 and future general data protection regulations and procedures and the requirements of the Councils' Allocation Policy
- 5.6 The Council and the Registered Provider agree that the nominations rights contained in this Nomination Agreement may be varied from time to time by agreement in writing by the parties

## **6. Notices**

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

## **7. Chargee Provisions**

The provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:



- a) The Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Dwelling(s) for Rent ("the RP Notice"); and
- b) if the Council provides written notice to the Chargee within four weeks of receipt of the RP Notice that acceptable arrangements can be made for the transfer of the Affordable Dwelling(s) for Rent to either the Council or another Registered Provider within three calendar months of the date of the RP Notice the Chargee shall use reasonable endeavours over that period to complete a disposal of the Affordable Dwelling(s) for Rent to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses
- c) if the Council does not serve the notice referred to in paragraph b) within the four week period referred to or if such disposal has not completed within the three month period the Chargee shall be entitled to dispose of the Affordable Dwelling(s) for Rent free of the restrictions set out in this Nomination Agreement

PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage.

## **8. Transfer to other Registered Providers**

- 8.1 The Registered Provider shall provide notice to the Council within five (5) Working Days of any transfer of the Affordable Dwelling(s) for Rent to a Registered Provider
- 8.2 The Registered Provider shall use its reasonable endeavours to procure that any Registered Provider to which the Affordable Dwelling(s) for Rent erected thereon are transferred otherwise than by direction of the Regulator under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council simultaneously on completing the transfer of the Property

## **9. Disputes**

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

## **10. Costs**

The Registered Provider agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Nomination Agreement and the Council's reasonable costs to cover the nominations procedure. Any changes to current charges will be negotiated with all landlords who are required to let their properties in line with the District Council's allocation and letting policy and procedures

## **11. Agreements and Declarations**

- 11.1 Nothing in this Nomination Agreement fetters or restricts the exercise by the District Council of any of its powers
- 11.2 The obligations contained in this Nomination Agreement are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 section 33

## **12 Third Party Rights**

No provisions of this Nomination Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

In witness whereof the parties have executed this Nomination Agreement on the day and year first before written

**THE COMMON SEAL of**

was affixed in the presence of:-

Director

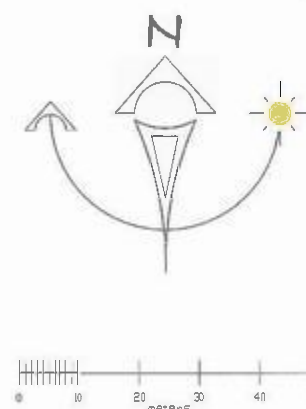
Secretary


**THE COMMON SEAL of EAST SUFFOLK  
DISTRICT COUNCIL**

was affixed

In the presence of:-

Authorised signatory



Rev.	Date	Details	Drawn	Checked
Issued for:				
OUTLINE APPLICATION				
Project/Client:			Project No:	
Proposed Development			0279	
Land off The Street			Dwg No:	Rev.
Rushmere St Andrew			P1000	-
(Ruby Homes Ltd)			Scale:	
			1:1250@A3	
Drawing:			North:	
Site Location Plan			Drawn By:	Date:
			PJA	09/2019
			Checked By:	Date:
			PJA	09/2019





#### Schedule of Accommodation

Plot no.	Type	Size (sq)	Units
1	3 Bed Detached House	1,050	2 spaces
2	3 Bed Detached House	1,050	2 spaces
3	4 Bed Detached House	1,650	4 spaces
4	2 Bed Semi-Detached House	800	2 spaces
5	2 Bed Semi-Detached House	800	2 spaces
6	4 Bed Detached House	1,650	4 spaces
7	1 Bed Apartment	350	1 space
8	2 Bed Semi-detached House	800	2 spaces
9	2 Bed Semi-detached House	800	2 spaces
10	3 Bed Detached House	1,050	2 spaces
11	4 Bed Detached House	1,650	4 spaces
12	4 Bed Detached House	1,650	4 spaces
13	3 Bed Detached House	1,050	2 spaces
14	3 Bed Detached House	1,050	2 spaces
		<b>15,700</b>	
15	1 Bed Retirement Apt.	825	1 space
16	1 Bed Retirement Apt.	825	1 space
17	1 Bed Retirement Apt.	825	1 space
18	1 Bed Retirement Apt.	825	1 space
19	1 Bed Retirement Apt.	825	1 space
20	1 Bed Retirement Apt.	825	1 space
21	1 Bed Retirement Apt.	825	1 space
22	1 Bed Retirement Apt.	825	1 space
23	1 Bed Retirement Apt.	825	1 space
24	1 Bed Retirement Apt.	825	1 space
25	1 Bed Retirement Apt.	825	1 space
26	1 Bed Retirement Apt.	825	1 space
27	1 Bed Retirement Apt.	825	1 space
28	1 Bed Retirement Apt.	825	1 space
29	1 Bed Retirement Apt.	825	1 space
30	1 Bed Retirement Apt.	825	1 space
31	1 Bed Retirement Apt.	825	1 space
32	1 Bed Retirement Apt.	825	1 space
33	2 Bed Retirement Apt.	1,050	1 space
34	2 Bed Retirement Apt.	1,050	1 space
35	2 Bed Retirement Apt.	1,050	1 space
36	2 Bed Retirement Apt.	1,050	1 space
37	2 Bed Retirement Apt.	1,050	1 space
38	2 Bed Retirement Apt.	1,050	1 space
39	2 Bed Retirement Apt.	1,050	1 space
40	2 Bed Retirement Apt.	1,050	1 space
		<b>22,200</b>	

#### Scheme Description

14 no open market dwellings,  
25 no retirement apartments  
5 no 5 bed care home

#### Scheme Summary

Size Area	1.8 hectares
Housing Mix:	
Private	
1 Bed	1 no.
2 Bed	4 no.
3 Bed	5 no.
4 Bed	4 no.
Total	14 no.
Retirement	
1 Bed	18 no.
2 Bed	7 no.
Total	25 no.
Care Home Rooms	
	75 no.
Total	95 no.

Rev. Date Details Drawn Checked

Issued for:

## OUTLINE APPLICATION

Project/Client:  
Proposed Development  
Land off The Street  
Rushmere St Andrew  
(Ruby Homes Ltd)

Project No:  
**0279**  
Dwg No: Rev:  
P1001 -  
Scale:  
1:500 @ A1

Drawing

North:

Indicative Site Layout

Drawn By: Date:  
PJA 08/2019  
Checked By: Date:  
PJA 08/2019