

- 2.15. If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 2.14 b shall cease to apply.
- 2.16. Subject to paragraphs 2.19 to 2.23, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee
- 2.17. No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:
- 2.17.1. the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 2.15 applies meets the Eligibility Criteria (Local)
- 2.17.2. the Dwelling is being Disposed of as a First Home at the Discount Market Price and
- 2.17.3. the transfer of the First Home includes:
- a) a definition of the "Council" which shall be East Suffolk Council
 - b) a definition of "First Homes Provisions" in the following terms:
 "means the provisions set out in clause[s] [] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."
 - c) A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [] [and] (3) []
 - d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions
 - e) a copy of the First Homes Provisions in an Annexure
- 2.17.4. The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 2.16 and 2.17.1 have been met
- 2.18. On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:
- "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by East Suffolk Council of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT or their conveyancer that the provisions of clause 2.17 (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"
- 2.19. The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:
- 2.19.1. the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 2.14 and 2.15 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to

Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 2.16 and 2.17.1; or

- 2.19.2. requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 2.19.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship
- 2.20. Upon receipt of an application served in accordance with paragraph 2.19 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price
- 2.21. If the Council is satisfied that either of the grounds in paragraph 2.19 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.19 that the relevant Dwelling may be Disposed of:
 - 2.21.1. to the Council at the Discount Market Price; or
 - 2.21.2. (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 2.23 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

- 2.22. If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 2.19 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.19 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 2.19 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
- 2.23. Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 2.21 or 2.22 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 2.24. Upon receipt of the Additional First Homes Contribution the Council shall:
 - 2.24.1. within 28 days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 2.18 where such restriction has previously been registered against the relevant title
 - 2.24.2. apply all monies received towards the provision of Affordable Housing
- 2.25. Any person who purchases a First Home free of the restrictions in the Third Schedule of this Deed pursuant to the provisions in paragraphs 2.22 and 2.23 shall not be liable to pay the Additional First Homes Contribution to the Council
- 2.26. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 2.27–2.30 below.

- 2.27. A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 2.28. A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) --(f) below:
- a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 2.29. A letting or sub-letting permitted pursuant to paragraph 2.27 or 2.28 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 2.14 Nothing in this paragraph 2 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence. Affordable Housing Table

<u>AFFORDABLE HOUSING TABLE</u>			
<u>TENURE</u>	<u>HOUSE TYPE, SIZE, BEDROOMS & PERSONS</u>	<u>NUMBER</u>	<u>PLOT NO.</u>
<u>AFFORDABLE RENT</u>	544B (544 sq ft/50.5 sq m) 1 BED/2 PERSONS	4	18/19/35/36
	710B (703 sq ft/65.3 sq m) 2 BED/4 PERSONS	2	37&38
	710H (703 sq ft/65.3 sq m) 2 BED/4 PERSONS	2	16/17
	930H (930sq ft/86.4 sq m) 3 BED/5 PERSONS	2	20/21
<u>SHARED OWNERSHIP</u>	710H (703 sq ft/65.3 sq m) 2 BED/4 PERSONS	3	25/29/30
	930H (930 sq ft/86.4 sq m) 3 BED/5 PERSONS	2	3&4
<u>FIRST HOMES</u>	646H (633 sq ft/58.8 sq m) 2 BED/4 PERSONS	1	31
	710H (703 sq ft/65.3 sq m) 2 BED/4 PERSONS	1	22
	777H (765 sq ft/71.1 sq m) 2 BED/4 PERSONS	1	32
	930H (930 sq ft/86.4 sq m) 3 BED/ 5 PERSONS	2	5&6

2.31 Local Connections Cascade

- 2.31.1 The Affordable Rental Dwellings are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them or it to be in need of such accommodation and unable to compete in the normal open market for property. Before nominating an applicant the council will be satisfied that the applicant
- a. Has continuously lived in Wrentham for the preceding 5 years, OR
 - b. Has continuously had a principal place of work in Wrentham for the preceding 5 years OR
 - c. Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in Wrentham for the preceding 5 years, OR
 - d. Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from Wrentham
- 2.31.2 If there are no persons who qualify under paragraph 2.31.1 above the Affordable Dwelling shall be allocated to person nominated by the Council who
- a. Has continuously lived within 10 miles of Wrentham for the preceding 5 years, OR
 - b. Has continuously had a place of work within 10 miles of Wrentham for the preceding 5 years OR
 - c. Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within 10 miles of Wrentham for the preceding 5 years, OR
 - d. Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from within 10 miles of Wrentham
- 2.31.3 (ii) If there are no persons who qualify under paragraph 2.31.1 and 2.31.2 above the Affordable Dwelling shall be re-advertised to the district of East Suffolk and where after re-advertising there are no persons who qualify under the paragraphs above the Affordable Dwelling shall be allocated to a person nominated by the Council who is considered by it to be in need of such accommodation and who is unable to compete in the normal open market for property in East Suffolk
- 2.31.4 (iii) Where there is a mutual exchange the RP may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraph 2.31.1 or who satisfy the local connection criteria in paragraphs 2.31.1 and 2.31.2 above in relation to the district of East Suffolk
- 2.31.5 On advertising the first Disposal of a Shared Ownership Dwelling or First Home the Dwelling shall be marketed for sale for the first 3 months to persons who:
- a. Have continuously lived within Wrentham for the preceding 5 years, OR
 - b. Have continuously had a principal place of work within Wrentham the preceding 5 years OR
 - c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within Wrentham the preceding 5 years, OR
 - d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from Wrentham
- 2.31.6 On subsequent Disposals of a Shared Ownership Dwelling or First Home, it shall be marketed for sale for the first 3 months to persons who:
- a. Have continuously lived within the District of East Suffolk for the preceding 5 years, OR

- b. Have continuously had a principal place of work within the District of East Suffolk for the preceding 5 years OR
 - c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within the District of East Suffolk for the preceding 5 years, OR
 - d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from the District of East Suffolk.
- 2.31.7 If there are no purchasers who qualify under paragraph 2.31.5 or 2.31.6 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local connections restrictions.

3. ON SITE OPEN AMENITY SPACE PROVISION AND MAINTENANCE

- 3.1 Prior to the Commencement of the Development the Developer shall submit to the Council the Open Amenity Space Specification and details of the Management Company for approval.
- 3.2 The Developer covenants not to Occupy or permit the Occupation of the first Dwelling to be Occupied on the Development unless and until the Council has approved the Open Amenity Space Specification and the Management Company.
- 3.3 The Developer covenants to lay-out and complete the Open Amenity Space in accordance with the Open Amenity Space Specification as approved by the Council but in any event prior to the Occupation of the last Dwelling.
- 3.4 Following the laying out and landscaping of the Open Amenity Space in accordance with the approved Open Amenity Space Specification it shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Amenity Space Specification until such time as it has been transferred to the approved Management Company
- 3.5 Following completion of the Open Amenity Space it shall (in perpetuity):
 - (i) Not be used for any purpose other than for the provision of public open space for the benefit of the members of the public;
 - (ii) Be maintained and managed in a clean and tidy condition and free of defects and in accordance with the Open Amenity Space Specification;
 - (iii) Not be built on or allowed to be built on any buildings on the Open Amenity Space, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the public Open Amenity Space.

4. HABITAT MITIGATION CONTRIBUTION

- 4.1 The Developer covenants to pay the Habitat Mitigation Contribution to the Council prior to Commencement of Development
- 4.2 The Developer covenants not to Commence or permit the Commencement of Development until the Habitat Mitigation Contribution has been paid to the Council

Fourth Schedule
The Developer Covenants with the County Council

PART 1
NOTIFICATION

The Developer covenants with the County Council as follows:

1. The Developer shall within fifteen (15) Working Days' give written notice to the County Council following:
 - 1.1 Commencement of Development
 - 1.2 first Occupation of the first (1st) Dwelling
 - 1.3 first Occupation of the twenty-ninth (29th) Dwelling
 - 1.4 first Occupation of the final Dwelling

PART 2

SECONDARY SCHOOL TRANSPORT CONTRIBUTION

1. The Developer covenants with the County Council as follows:
 - 1.1 to pay 50% of the Primary School Transport Contribution and 50% of the Secondary School Transport Contribution to the County Council prior to Occupation of the first (1st) Dwelling; and
 - 1.2 not to first Occupy or permit first Occupation of the first (1st) Dwelling unless and until 50% of the Primary School Transport Contribution and 50% of the Secondary School Transport Contribution have been paid in full to the County Council; and
 - 1.3 to pay a further 50% of the Primary School Transport Contribution and a further 50% of the Secondary School Transport Contribution to the County Council prior to Occupation of the thirtieth (30th) Dwelling; and
 - 1.4 not to first Occupy or permit first Occupation of the thirtieth (30th) Dwelling unless and until a further 50% of the Primary School Transport Contribution and a further 50% of the Secondary School Transport Contribution have been paid in full to the County Council

FIFTH SCHEDULE

COUNCIL COVENANTS

1. At the written request of the Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The Council shall use the Habitat Mitigation Contribution for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Habitat Mitigation Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed.
3. The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date that the Habitat Mitigation Contribution was paid within ONE (1) year pay to any such person such amount of the Habitat Mitigation Contribution paid by that person in accordance with the provisions of this Deed which have not been committed or expended by the Council, such payment to be made within TWENTY EIGHT (28) working days of such a request together with any interest thereon.

SIXTH SCHEDULE

COUNTY COUNCIL COVENANTS

PRIMARY SCHOOL TRANSPORT CONTRIBUTION AND SECONDARY SCHOOL TRANSPORT CONTRIBUTION

- 1.1 The County Council shall use the Secondary School Transport Contribution it receives under the terms of this Deed for the purposes specified in this Deed for which they are to be paid unless specified otherwise in this Deed.
- 1.2 If requested to do so in writing after the expiry of ten (10) years from the first (1st) Occupation of the final Dwelling within a further period of one (1) year to pay to any person such amount of the Secondary School Transport Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.3 When the Secondary School Transport Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Developer after the expiry of ten (10) years from the first (1st) Occupation of the final Dwelling within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.
- 1.4 The County Council shall use the Primary School Transport Contribution it receives under the terms of this Deed for the purposes specified in this Deed for which they are to be paid unless specified otherwise in this Deed.
- 1.5 If requested to do so in writing after the expiry of ten (10) years from the first (1st) Occupation of the final Dwelling within a further period of one (1) year to pay to any person such amount of the Primary School Transport Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.6 When the Primary School Transport Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Developer after the expiry of ten (10) years from the first (1st) Occupation of the final Dwelling within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

SEVENTH SCHEDULE

NOMINATIONS AGREEMENT

DATED

202

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme) SCHEDULE

THIS NOMINATION AGREEMENT is made the day of 202

BETWEEN:

- 1)Of registered in England by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014 (Register Number [])(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

"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/ or as determined in the Section 106 Agreement for the Property 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