

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- 5.4 The Council shall notify the Registered Provider in writing of any Nominee that is withdrawn from the Shortlist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 mortgagee or 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 or any administrator (howsoever appointed) including a housing administrator (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 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 Agreement 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 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 COUNCIL

was affixed

In the presence of:-

Authorised signatory

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

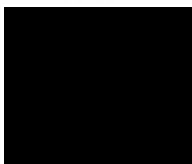
THE COMMON SEAL of
EAST SUFFOLK COUNCIL
was affixed in the presence of:



....Authorised Officer

....Authorised Officer

THE COMMON SEAL OF
SUFFOLK COUNTY COUNCIL
Was affixed in the presence of:



.....Authorised Officer

Executed as a Deed for and
on behalf of the said
TAYLOR PATTERSON TRUSTEES
LTD

acting by two Directors:-

[Redacted Signature]

Signature

Signature

Signed as a Deed by
PAUL ANDREW LEACH
in the presence of:

[Redacted Signature]

... [Redacted Signature]

Signature of Witness

Name of Witness in Block Capitals

[Redacted Name]

Address of Witness

[Redacted Address]

Occupation of Witness

ACCOUNTS

Signed as a Deed by
EDWARD DANIEL CRIPP
in the presence of:

[Redacted Signature]

[Redacted Signature]

Signature of Witness

Name of Witness in Block Capital

[Redacted Name]

Address of Witness

[Redacted Address]

Occupation of Witness

ACCOUNTS

Executed as a Deed by
CRIPPS DEVELOPMENTS LIMITED
acting by a Director in the presence of:

Signature of Witness

Name of Witness in Block Capitals

Address of Witness

Occupation of Witness

ACCOUNTS