

- 2.1 To pay one sixth (1/6) of the Passenger Transport Contribution to the County prior to the first Occupation of any Dwelling and thereafter to pay a further one sixth (1/6) of the Passenger Transport Contribution prior to each anniversary of the date of the first (1st) Dwelling Occupation for a period of five (5) years;
- 2.2 Not to Occupy or permit the first (1st) Dwelling Occupation until the first one sixth (1/6) of the Passenger Transport Contribution has been paid to the County;
- 2.3 Not to Occupy or permit further Occupations of the Dwellings beyond the anniversary each year of the date of the first (1st) Dwelling Occupation until the relevant payment has been made each year in accordance with paragraph 2.1 of this Part 6A of this Schedule;

and for the avoidance of doubt, the provisions of paragraph 3 of this Part 6 of the Third Schedule shall not apply.

- 3 In the event the Owners serve notice in accordance with paragraph 1.2 of this Part 6 of the Third Schedule:

- 3.1 Not to Commence works above slab level as part of the Development until the Bus Service Scheme has been submitted to and approved by the County in writing; and
- 3.2 The Bus Service Scheme shall be implemented in accordance with the approved details and not to Occupy any Dwellings on the Development otherwise than in accordance with the timetable and triggers in the agreed Bus Service Scheme;

and for the avoidance of doubt, the provisions of paragraph 2 of this Part 6 of the Third Schedule shall not apply

FOURTH SCHEDULE

Part 1: ESC's Covenants

ESC hereby covenants with the Owners as follows:

- 1 ESC shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed and shall cancel all entries made in the Register of Local Land Charges on written request in respect of this Deed when all the obligations have been performed.
- 2 ESC covenants with the Owners that it shall apply all financial contributions paid to ESC solely towards the purposes specified in this Deed.
- 3 ESC shall use the RAMS Mitigation Contribution for the purposes set out in the Deed within ten (10) years from final receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the RAMS 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.
- 4 ESC shall if requested to do so in writing after the expiry of TEN (10) years of the date that the final RAMS Mitigation Contribution was paid within ONE (1) year pay to any such person such amount of the RAMS Mitigation Contribution paid by that person in accordance with the provisions of this Deed which have not been committed or expended by ESC, such payment to be made within TWENTY EIGHT (28) Working Days of such a request.
- 5 ESC shall use the Affordable Housing Contribution (if received) for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent ESC from paying any part of the Affordable Housing Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed.
- 6 ESC shall if requested to do so in writing after the expiry of TEN (10) years of the date that the Affordable Housing Contribution was paid within ONE (1) year pay to any such person such amount of the Affordable Housing Contribution paid by that person in accordance with the provisions of this Deed which have not been committed or

expended by ESC, such payment to be made within TWENTY EIGHT (28) Working Days of such a request

7 From time to time if reasonably requested by the Owners in writing (but not more than once in each year) ESC shall provide to the Owners returns showing:-

7.1 the total amounts that it has received from the Owners under this Deed up to the reporting date; and

7.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

Part 2: IBC's Covenants

IBC hereby covenants with the Owners as follows:

- 1 IBC shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed and shall cancel all entries made in the Register of Local Land Charges on written request in respect of this Deed when all the obligations have been performed.
- 2 IBC covenants with the Owners that it shall apply all financial contributions paid to IBC solely towards the purposes specified in this Deed.
- 3 IBC covenants that it shall pass any part of the Healthcare Contribution paid to NHS Suffolk and North East Essex Integrated Care Board ("NHS") within twenty-eight (28) days of receipt and a month before the expiry of fifteen (15) years from the date of the final payment to the NHS of the said sum IBC shall request from the NHS the return of any of the sum not expended used or allocated towards the purposes for which it was paid AND in the event that the NHS returns any amount of the said sum, IBC shall repay to the person that paid the sum to IBC so much of the monies as shall have been returned
- 4 IBC shall ensure that any monies paid to them under this Deed (other than the Healthcare Contribution) are paid into an interest bearing account or accounts and at the end of ten (10) years from the date of receiving the final payment of a contribution IBC shall return or procure the return to the person who made the payment all money in that account which has not been spent or committed to be spent on the intended purposes as specified in this Deed.
- 5 From time to time if reasonably requested by the Owners in writing (but not more than once in each year) IBC shall provide to the Owners returns showing:-
 - 5.1 the total amounts that it has received from the Owners under this Deed up to the reporting date; and
 - 5.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

FIFTH SCHEDULE

The County's Covenants

The County hereby covenants with the Owners as follows:

- 1 The County shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed.
- 2 The County covenants with the Owners that it shall apply all financial contributions paid to the County solely towards the purposes specified in this Deed.
- 3 If requested to do so in writing after the expiry of three (3) years of the date the final Dwelling is first Occupied within a further period of one (1) year to pay within one (1) month of such request to the Owners such amount of the Ipswich Strategic Planning Area Contribution paid by that person to the County which has not been committed or expended by the County in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus two 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.
- 4 If requested to do so in writing after the expiry of ten (10) years of the date the final Dwelling is first Occupied within a further period of one (1) year to pay within one (1) month of such request to the Owners such amount of any financial contribution (other than the Ipswich Strategic Planning Area Contribution) paid by that person to the County which has not been committed or expended by the County in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus two 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.
- 5 In the event that the Early Years Facility Land has been transferred to the County in accordance with Part 2A or Part 2B of the Third Schedule and within three (3) years of the date of such transfer no Early Years Facility has been committed to be delivered (by way of contract), the County shall:

- 5.1 offer to transfer the Early Years Land to the Owner free from encumbrances PROVIDED THAT the County will not be required to remove or decommission any existing buildings and related works and the Owner is under no obligation to accept the offer; and
- 5.2 repay to the person who made the payment of the Early Years Contribution the difference between the Early Years Contribution and the Early Years (Off-Site) Contribution as at the date of payment together with any interest accrued at the Bank of England Base Rate minus two 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.

SIXTH SCHEDULE

Nominations Agreement

ESC Nominations Agreement

DATED

201

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme)

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

“Section 106 Agreement” means the Section 106 Agreement to which this Nominations Agreement is appended

“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 set out in the Section 106 Agreement.

“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

THIS NOMINATION AGREEMENT is made the

day of

20

BETWEEN:

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

- 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

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

IBC Nominations Agreement

Nominations Agreement

1.0 Principles

1.1 **Ipswich Borough Council** ("the Council") and **XXXX** ("the Registered Provider") intend to work together to:

- Address housing need; and
- Operate an efficient and effective nominations process.

1.0 Introduction

1.1 This agreement is made between The Registered Provider and the Council on (*insert date*)_____.

1.2 This agreement should be read in conjunction with the Council's Housing Allocations Policy and Tenancy Strategy. The Housing Allocations Policy sets out the Council's criteria for prioritising households on its Housing Register. The Tenancy Strategy sets out the Council's position on Flexible/Fixed-term Tenancies and Affordable Rents.

1.3 This agreement applies to general needs and sheltered housing let on fixed- term assured shorthold/assured lifetime tenancies let at a Social or Affordable Rent.

1.4 At the date of this agreement, the Council and the Registered Provider are both parties to a Service Level Agreement for the Gateway to Homechoice Choice Based Lettings Scheme ("**CBL Scheme**").

1.4 This agreement is one to which the provisions of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies.

1.5 In this agreement:

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

"Nomination Period" shall mean the period from and including the date of this agreement up to an including XXXX (50 years)

"Registered Social Landlord" shall mean any company or organisation whose aim or function includes the provision and management of affordable housing which is registered under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision).

2.0 The Agreement

- 2.1 The Registered Provider agrees to grant the Council 100% nomination rights in respect of the first letting and 75% nomination rights in respect of the subsequent re-lettings of each residential accommodation property listed in Appendix 1 to this agreement ("Appendix 1 Properties") during the Nominations Period.

3.0 Disposal of the Appendix 1 Properties

The Registered Provider agrees with the Council that during the Nomination Period the Registered Provider will not dispose of the Appendix 1 Properties or any of them except:

- 3.1 in accordance with the provisions of this agreement;
- 3.2 to a purchaser or transferee who is a Registered Social Landlord who is willing to enter into an agreement on similar terms to this agreement in so far as such obligations remain to be observed and performed and prior to any such disposal the Registered Provider must seek the written consent of the Council such consent not to be unreasonably withheld or delayed;
- 3.3 by way of a mortgage, charge or loan taken out by the Registered Provider and secured against the Appendix 1 Properties or any of them; or
- 3.4 to any person who shall at any time acquire any legal interest in an Appendix 1 Property pursuant to any statutory right of acquisition from time to time in force

and for the avoidance of doubt it is confirmed that the terms of this agreement shall not be binding upon any lender mortgagee or chargee of the Registered Provider exercising its power of sale in respect of any of the Appendix 1 Properties (whether under section 101(1) of the Law of Property Act 1925 or otherwise) nor shall it bind a

receiver of the Registered Provider nor any successor in title of such lender mortgagee chargee or receiver.

4.0 Nominations

4.1 Whilst both the Council and the Registered Provider are parties to the CBL Scheme (as amended or varied from time to time), the nomination and letting procedure set out in the CBL Scheme shall apply to the Appendix 1 Properties and shall prevail in the case of any conflict between the CBL Scheme and the remainder of this clause 4.

4.2 When an Appendix 1 Property is available for first letting or (where the Council has nomination rights) for re-letting:

4.2.1 The Registered Provider must send a completed nomination request form to the Council's Accommodation Team via email.

4.2.2 On receipt of the completed nomination request form the Council will upload details of the property onto its Choice Based Lettings platform for advertising at the next bidding cycle provided that the nomination request is received by 4pm on a Wednesday.

4.2.3 Nomination requests will not be accepted for advertisement unless the property is ready to let within 8 weeks.

4.2.4 Properties are advertised on a weekly cycle from midnight am each Wednesday until close of bids at midnight on the following Wednesday. After close of bids, the Council will endeavour to provide the Registered Provider with the details of one nominee within three working days. The details provided to the Registered Provider will consist of a copy of the nominee's application form and a nomination form. The Council will provide three nominees at a time.

4.2.5 The Registered Provider must accept the Council's prioritisation of housing need and let the property in accordance with the nomination unless any of the reasons for rejection of the nomination listed at paragraph 4.2.6 below or in the case of new build developments any relevant stipulations in an agreement made under sections 106 and/or 106A of the Town and Country Planning Act 1990 applies.

4.2.6 The Registered Provider may reject nominations if any of the following applies:

- The nominee's circumstances have changed, and they no longer satisfy the relevant eligibility criteria for the allocation of the property.
 - The property is unsuitable on medical/social/affordability grounds (with agreement of the Council's Senior Accommodation Officer).
 - The nominee has viewed property and received a verbal offer but fails to agree or refuse the offer within 24 hours.
 - The nominee or their representative fails to respond to initial contact within 48 hours (the Council's Accommodation Team can assist with making contact).
 - The property was advertised as a sensitive let and the Council's Senior Accommodation Officer agrees that the nominee is not suitable for housing management reasons.
 - For emergency and transitional housing management reasons.
 - The property does not have a re-let date because there is outstanding work to be completed.
 - The nominee does not meet the criteria of the Registered Provider's Allocations Policy
 - In exceptional circumstances where it transpires that an offer of accommodation would put a vulnerable person at risk of harm (to be agreed with the Council's Senior Accommodation Officer).
- 4.2.7 The Registered Provider must provide the Council's Senior Accommodation Officer with detailed written reasons for the rejection of a nomination.
- 4.2.8 The Registered Provider must provide an explanation of its internal decision review procedure to the nominee.
- 4.2.9 Unless the Council's Senior Accommodation Officer otherwise agrees, the Council will not provide a fresh nomination if the rejection is in dispute with the nominee.
- 4.2.10 The Council will endeavour to provide a fresh nomination within 2 working days of receiving notification of a rejection.
- 4.2.11 The Registered Provider must update the relevant systems to inform the Council's Accommodation Team of the tenancy commencement date within 5 working days of the date when the tenancy agreement is signed by the tenant.
- 4.2.12 In the event that the shortlist is exhausted (there are no eligible applicants remaining), the Council may provide a "direct let" by nominating an applicant

from the Housing Register who is not on the shortlist. If the Council is unable to fulfil another nomination, the property will need to be advertised again to generate more interest.

4.2.13 In the event that the Council is unable to provide a nomination within the agreed timescales the Council will notify the Registered Provider that the property is labelled "hard-to-let". The Registered Provider may then allocate the property to someone not on the Housing Register provided that the allocation is in accordance with the relevant provisions of any Town and Country Planning Act 1990 section 106 agreement which applies to the property. The Registered Provider will ensure the Council is provided with the details of the successful nominee.

4.2.14 The Council expects Registered Providers to operate a flexible policy in respect of any requests for a deposit or rent in advance so as not to disadvantage an applicant. The Council will not have responsibility for payment of these charges.

5.0 Monitoring and Dispute Resolution

5.1 The Council will monitor all lettings to ensure they adhere to the provisions of this agreement.

5.2 An annual voids and lettings return will be completed by the Registered Provider in respect of the Appendix 1 Properties. The return must list first lets and re-lets separately. The Registered Provider must send the return to the Council not more than four weeks after the end of the relevant financial year.

5.3 Nominations policy and procedure may be discussed at liaison meetings to be held at least once a year.

5.4 This agreement may only be varied in writing and with the agreement of the parties.

5.5 In the event of any dispute or difference arising between the Council and the Registered Provider in connection with the terms of this agreement, such

dispute or difference should be raised in the first instance by the Registered Provider with the Council's Senior Accommodation Officer. Where a resolution is not forthcoming the matter should be referred to the Head of Housing Advice and if necessary escalated to Director/Assistant Director level. Any dispute or difference regarding this agreement arising from the Council will be raised in the first instance with the service manager of the Registered Partner. Where a resolution is not forthcoming the matter should be referred to Senior Management level and if necessary escalated to Director/Assistant Director level.

6.0 Council as a local authority

- 6.1 Nothing contained or implied in this agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority.
- 6.2 This agreement is made pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and the covenants on the part of the Registered Provider shall be enforceable against any person deriving title from the Registered Provider in respect of its interest in the Appendix 1 Properties as if that person had also been an original covenanting party in respect of the interest for the time being held by him.

7.0 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement, but this clause does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a deed by affixing the
Common Seal of XXXX in the presence of:

.....

Authorised Signatory

.....

Authorised Signatory

The Common Seal of **Ipswich Borough**
Council was hereunto affixed in the presence
of:

.....

Authorised Signatory

Appendix 1: Properties

SEVENTH SCHEDULE

Local Connection Cascade

In respect of ESC Affordable Dwellings:

Affordable Dwellings for Rent

Initial Let Only

- 1.1 The Affordable Dwellings for Rent are to be allocated to a person nominated by ESC 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 ESC will be satisfied that the applicant
- a. Has continuously lived in Rushmere St Andrew for the preceding 5 years, OR
 - b. Has continuously had a principal place of work in Rushmere St Andrew 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 Rushmere St Andrew for the preceding 5 years, OR
- 1.2 If there are no persons who qualify under paragraph 1.1 above the Affordable Dwelling shall be allocated to person nominated by ESC who
- a. Has continuously lived within the neighbouring parishes of Foxhall, Kesgrave, Playford, Purdis Farm or Tuddenham St Martin for the preceding 5 years, OR
 - b. Has continuously had a place of work within the neighbouring parishes of Foxhall, Kesgrave, Playford, Purdis Farm or Tuddenham St Martin 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 the neighbouring parishes of Foxhall, Kesgrave, Playford, Purdis Farm or Tuddenham St Martin for the preceding 5 years
- 1.3 If there are no persons who qualify under paragraph 1.1 and 1.2 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 ESC 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

Subsequent Lets

- 1.4 The Affordable Dwellings for Rent are to be allocated to a person nominated by ESC 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 ESC will be satisfied that the applicant
- a. Has continuously lived in Rushmere St Andrew for the preceding 5 years, OR
 - b. Has continuously had a principal place of work in Rushmere St Andrew 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 Rushmere St Andrew for the preceding 5 years, OR
- 1.5 If there are no persons who qualify under paragraph 1.4 above the Affordable Dwelling shall be allocated to person nominated by ESC who
- a. Has continuously lived within the neighbouring town/parishes of Foxhall, Ipswich, Kesgrave, Playford, Purdis Farm or Tuddenham St Martin for the preceding 5 years, OR
 - b. Has continuously had a place of work within the neighbouring town/parishes of Foxhall, Ipswich, Kesgrave, Playford, Purdis Farm or Tuddenham St Martin 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 the neighbouring town/parishes of Foxhall, Ipswich, Kesgrave, Playford, Purdis Farm or Tuddenham St Martin for the preceding 5 years
- 1.6 If there are no persons who qualify under paragraph 1.4 and 1.5 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 ESC 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
- 1.7 Where there is a mutual exchange the Registered Provider may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraphs 1.4 to 1.5 above
- 2 Affordable Dwellings for sale**
- 2.1 On advertising the first Disposal of an Intermediate Dwelling or First Home the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a. Have continuously lived within Rushmere St Andrew for the preceding 5 years, OR
- b. Have continuously had a principal place of work within Rushmere St Andrew 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 Rushmere St Andrew the preceding 5 years, OR

PROVIDING THAT if after 2 months of marketing no offer has been received from persons who comply with 2.1a-d the dwelling may be sold to persons who comply with 2.2 a-c.

2.2 On subsequent Disposals of an Intermediate 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

2.3 If there are no purchasers who qualify under paragraph 2.1 or 2.2 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local connections restrictions.

In respect of IBC Affordable Dwellings:

Affordable Dwellings for Rent

Initial Let Only

1.1 The Affordable Dwellings for Rent are to be allocated to a person nominated by IBC 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, IBC will be satisfied that the applicant

- a. Has continuously lived in North East Ipswich (comprising the wards of Bixley, Rushmere and St John's) for the preceding 5 years, OR
- b. Has continuously had a principal place of work in North East Ipswich within the Borough of Ipswich for the preceding 5 years OR

- c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived in North East Ipswich for the preceding 5 years, OR
- 1.2 If there are no persons who qualify under paragraph 1.1 above the Affordable Dwelling shall be allocated to person nominated by IBC who
 - a. Has continuously lived within the Borough of Ipswich for the preceding 5 years, OR
 - b. Has continuously had a place of work within the Borough of Ipswich OR
 - c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within the Borough of Ipswich for the preceding 5 years
- 1.3 If there are no persons who qualify under paragraph 1.1 and 1.2 above the Affordable Dwelling shall be allocated to person nominated by IBC who
 - a. Has continuously lived within 5 miles of the development for the preceding 5 years, OR
 - b. Has continuously had a place of work within 5 miles of the development for the preceding 5 years OR
 - c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within 5 miles of the development for the preceding 5 years
- 1.4 If there are no persons who qualify under paragraph 1.1, 1.2 and 1.3 above the Affordable Dwelling shall be allocated to a person nominated by IBC 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.

Subsequent Lets

- 1.5 The Affordable Dwellings for Rent are to be allocated to a person nominated by IBC 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, IBC will be satisfied that the applicant
 - a. Has continuously lived within North East Ipswich (comprising the wards of Bixley, Rushmere and St John's) for the preceding 5 years, OR
 - b. Has continuously had a principal place of work within North East Ipswich for the preceding 5 years OR

- c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within North East Ipswich for the preceding 5 years, OR
- 1.6 If there are no persons who qualify under paragraph 1.5 above the Affordable Dwelling shall be allocated to person nominated by IBC who
 - a. Has continuously lived within the Borough of Ipswich for the preceding 5 years, OR
 - b. Has continuously had a place of work within the Borough of Ipswich for the preceding 5 years OR
 - c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within the Borough of Ipswich for the preceding 5 years
- 1.7 If there are no persons who qualify under paragraph 1.5 and 1.6 above the Affordable Dwelling shall be allocated to person nominated by IBC who
 - a. Has continuously lived within 5 miles of the development for the preceding 5 years, OR
 - b. Has continuously had a place of work within 5 miles of the development for the preceding 5 years OR
 - c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within 5 miles of the development for the preceding 5 years
- 1.8 If there are no persons who qualify under paragraph 1.5, 1.6 and 1.7 above the Affordable Dwelling shall be re-advertised to the Borough of Ipswich 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 IBC 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.
- 1.9 Where there is a mutual exchange the Registered Provider may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraphs 1.5 to 1.7 above

2 Affordable Dwellings for sale

- 2.1 On advertising the first Disposal of a Shared Ownership Dwelling, Shared Equity Dwelling, or First Homes the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a. Has continuously lived in North East Ipswich (comprising the wards of Bixley, Rushmere and St John's) for the preceding 5 years, OR
- b. Has continuously had a principal place of work in North East Ipswich for the preceding 5 years OR
- c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived in North East Ipswich for the preceding 5 years, OR

PROVIDING THAT if after 2 months of marketing no offer has been received from persons who comply with 2.1 a-c the dwelling may be sold to persons who comply with 2.2 a-c.

2.2 On subsequent Disposals of a Shared Ownership Dwelling, Shared Equity, or First Homes it shall be marketed for sale for the first 3 months to persons who:

- a. Has continuously lived within the Borough of Ipswich for the preceding 5 years, OR
- b. Has continuously had a place of work within the Borough of Ipswich for the preceding 5 years OR
- c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within the Borough of Ipswich for the preceding 5 years

PROVIDING THAT if after 2 months of marketing no offer has been received from persons who comply with 2.2 a-c the dwelling may be sold to persons who comply with 2.3 a-c.

2.3 On subsequent Disposals of a Shared Ownership Dwelling, Shared Equity, or First Homes it shall be marketed for sale for the first 3 months to persons who:

- a. Has continuously lived within 5 miles of the development for the preceding 5 years, OR
- b. Has continuously had a place of work within 5 miles of the development for the preceding 5 years OR
- c. Has parents or close family (i.e. mother, father, brother, sister, son or daughter) who are over 18 and who have lived within 5 miles of the development for the preceding 5 years

2.4 If there are no purchasers who qualify under paragraph 2.1 to 2.3 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local connections restrictions.

THE COMMON SEAL of)
EAST SUFFOLK COUNCIL)
was hereunto affixed to this)
Deed in the presence of:)



Authorised Officer

THE COMMON SEAL of)
IPSWICH BOROUGH COUNCIL)
was hereunto affixed to this)
Deed in the presence of:)



Authorised Signatory

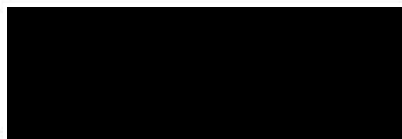
Authorised Signatory

THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed to this)
Deed in the presence of:)



Authorised Officer

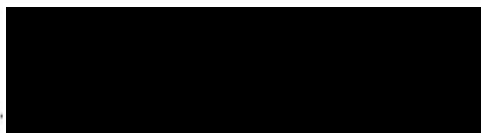
Executed as a deed by)
HOPKINS HOMES LIMITED)
acting by a director)



Director

in the presence of:

Signature of Witness.....



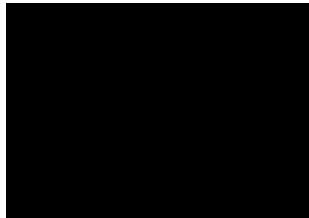
Name (in BLOCK CAPITALS): Sophie Rose

Address Hopkins Homes, Blenheim House
Newmarket Road, Bury St
Edmunds, IP33 3SB

Executed as a deed by)

BDW TRADING LIMITED)

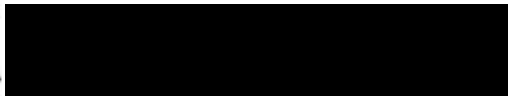
acting by ~~a director and its secretary~~ (two directors)



.....
Director ~~/Secretary~~

in the presence of:

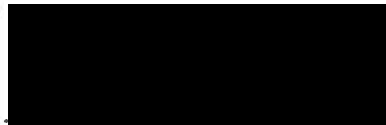
Signature of Witness..



Name (in BLOCK CAPITALS): **JAY MEHTA**

Address

MAVRS PERSONAL LLP
FIFTH FLOOR
1 BEDDINGTON LANE
PO BOX 1000



.....
Director ~~/Secretary~~

in the presence of:

Signature of Witness.



Name (in BLOCK CAPITALS): **JAY MEHTA**

Address

MAVRS PERSONAL LLP
FIFTH FLOOR
1 BEDDINGTON LANE
PO BOX 1000

Annex A

Dwelling size	Plot Value (£)
4 bed house	160,000
3 bed house	135,000
2 bed house	115,000
2 bed flat	70,000
1 bed flat	50,000

Annex B

Location	Scheme	Unit	Quantity	Cost
Tuddenham Avenue	Continuous footway	m ²	39	£ 17,861.97
Gainsborough Road	Continuous footway	m ²	28	£ 12,823.98
Vermont Crescent	Continuous footway	m ²	33	£ 15,113.97
Vermont Road	Continuous footway	m ²	31	£ 14,197.98
Constable Road	Continuous footway	m ²	31	£ 14,197.98
Hervey Street	Continuous footway	m ²	27	£ 12,365.98
Christchurch Street	Continuous footway	m ²	45	£ 20,609.97
Constable Road (Service Road)	Continuous footway	m ²	30	£ 13,739.98
Tuddenham Road (near Belvedere Road)	Zebra crossing	-	1	£ 132,130.80
Westerfield Road (near CCP)	Zebra crossing and footway improvements	-	1	£ 186,882.90
Cemetery Lane improvements	Cycle lane widening	m ²	15	£ 8,505.00
Cemetery Lane improvements	Speed limit	-	-	£ 12,344.50
Tuddenham Road	Traffic calming	-	-	£ 32,285.90
TOTAL				£ 493,060.90

Annex C

Table A

	Sixth Form Contribution	SEND Contribution
1 bed flat	£420.63	£173.41
2+ bed flat	£476.71	£720.08
1 bed house	£673.01	£637.78
2+ bed house	£1,542.31	£1,548.90

Table B

	Sixth Form Contribution	SEND Contribution
1 bed flat	£226.22	£151.21
2+ bed flat	£256.38	£688.70
1 bed house	£361.94	£597.99
2+ bed house	£829.46	£1,453.68

