

3 PRE SCHOOL CONTRIBUTION

- 3.1 To use the Pre School Contribution towards the costs of providing early years education that can serve the occupants of the Development
- 3.2 If requested to do so in writing by the Owner after the expiry of ten (10) years of the date of Completion of Development within a further period of one (1) year, the County Council shall repay (together with any interest accrued) any part of the Pre School Contribution that has not been spent or committed by the County Council in accordance with the provisions of this Deed to the person who paid the contribution
- 3.3 If requested to do so in writing by the Owner after the expiry of ten (10) years of Completion of Development within a further period of one (1) year the County Council shall notify the Owners that the Pre School Contribution has been spent or committed in accordance with the provisions of this Deed such notification to include details of how the Pre School Contribution has been spent or committed

4 USE OF EDUCATION CONTRIBUTIONS

- 4.1 To use the Primary School Contribution towards the improvement enhancement and or expansion of primary schools serving the occupants Development
- 4.2 To use the First Secondary and Sixth Form Education Contribution, the Second Secondary and Sixth Form Education Contribution and the Third Secondary and Sixth Form Education Contribution towards the improvement enhancement and or expansion of secondary schools serving the occupants Development
- 4.3 If requested to do so in writing by the Owner after the expiry of ten (10) years of the date of Completion of Development within a further period of one (1) year, the County Council shall repay (together with any interest accrued) any part of First Secondary and Sixth Form Education Contribution, the Second Secondary and Sixth Form Education Contribution and the Third Secondary and Sixth Form Education Contribution that has not been spent or committed by the County Council in accordance with the provisions of this Deed to the person who paid the contribution

5 EDUCATION CONTRIBUTIONS UNDER 2014 S106

- 5.1 The County Council covenants with the Owner that:

- 5.1.1 If when the First Secondary and Sixth Form Education Contribution is received the 2014 S106 750th Dwelling Payment has not become due and payable then from the date that the First Secondary and Sixth Form Education Contribution is received by the County Council the amount of 2014 S106 750th Dwelling Payment shall be reduced to the Discounted Amount.
- 5.1.2 The obligations contained in paragraphs 4 and 5 of Part 2 of Schedule 7 of the 2014 S106 shall cease to apply and be of no further effect.
- 5.2 If prior to the Occupation of one hundred and forty-seven (147) Dwellings the County Council has received the 2014 S106 750th Dwelling Payment the obligation at paragraph 4.1 and the restriction at paragraph 4.2 of the Third Schedule shall both cease to apply and be of no effect.

6 WASTE CONTRIBUTION

- 6.1 To use the Waste Contribution for the provision of a waste facility in Bury St. Edmunds serving the occupants of the Development
- 6.2 If requested to do so in writing by the Owner after the expiry of ten (10) years of the date of Completion of Development within a further period of one (1) year the County Council shall repay (together with any interest accrued) any part of the Waste Contribution that has not been spent or committed by the County Council in accordance with the provisions of this Deed to the person who paid that part of the Waste Contribution
- 6.3 If requested to do so in writing by the Owner after the expiry of ten (10) years of Completion of Development within a further period of one (1) year the County Council shall notify the Owner that the Waste Contribution has been spent or committed in accordance with the provisions of this Deed such notification to include details of how the Waste Contribution has been spent or committed

SIXTH SCHEDULE
DRAFT NOMINATION AGREEMENT

DATED _____ 2020

(1) WEST SUFFOLK COUNCIL

and

(2)

NOMINATION AGREEMENT

relating to land to the
in the County of Suffolk

THIS AGREEMENT MADE

2020

BETWEEN

- (1) **WEST SUFFOLK COUNCIL** of
("the Council") and
- (2)
("the Association")

WHEREBY IT IS AGREED as follows:-

1. Particulars

- 1.1 The Scheme: The construction works to be carried out to provide ** (***) dwellings at Land
- 1.2 Dwellings: ** (***) affordable dwellings erected pursuant to the Scheme
- 1.3 Affordable Rent: As defined in Annex 2 of the National Planning Policy Framework, with ** (***) affordable rented dwellings erected pursuant to the Scheme (*****) to be owned and managed by the Association and provided to the Council for nomination rights
- 1.4 Shared Ownership : As defined in Annex 2 of the National Planning Policy Framework, with ** (*) shared ownership dwellings (***) to be erected pursuant to the scheme which are to be sold via the Homebuy Agent
- 1.5 Initial Lets : means the first tenancy of each newly constructed Dwelling
- 1.6 Initial Sale : means initial sale by the Registered Provider of each newly constructed Shared Ownership Dwelling

- 1.7 Subsequent Sales : means the subsequent sale of a Shared Ownership Dwelling following initial sale
- 1.8 Help to Buy Agents : BPHA Limited, Bedford Heights, Manton Lane, Bedford. MK41 7BJ or any other Homebuy Agents party to and acting in accordance with the Service Level Agreement
- 1.9 Service Level Agreement : An agreement made between the Association and the Help to Buy Agent dated for the governance of procedures and performance standards of the Help to Buy Agents and the Registered Provider in their roles in enabling any affordable housing scheme or any subsequent service level agreement made between the Registered Provider and the Help to Buy Agents for the same provision.
- 1.10 Voids : means a Dwelling which does not have a tenancy and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of a new tenancy
- 1.11 Dwellings : Unless the context requires otherwise means both the Affordable Rented Dwellings and the Shared Ownership Dwellings and "Dwelling" means any one of these
- 1.12 Chargee : Means any mortgagee or chargee of

1.13 Receiver : receiver or manager (including an administrative receiver) appointed by a mortgagee or chargee or any other person appointed under any security documentation to enable a mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator)

2. Agreement

The Association hereby grants the Council nomination rights of 100% for the Initial Lets and thereafter 75% of Voids in relation to the Dwelling to be erected on the Scheme in accordance with the terms of this Deed.

PROVIDED THAT

Affordable Rented Dwellings

- (a) In relation to the Initial Lets of the Dwelling the Association should refer to the Cambridge Sub Regional Choice Based Lettings Scheme ("Home-Link") or any successor scheme and if no such nominations are made within ten working days of such reference then nothing in this clause shall prevent the Association from offering the Dwellings to any person who the Association considers to be in need of such accommodation.
- (b) In relation to any Dwelling that becomes Void after the Initial Let the Association should refer to the Cambridge Sub-Regional Choice Based lettings Scheme ("Home-Link) or any successor scheme for applicants and if no such nominations are made within ten working days of such reference then nothing in this clause shall prevent the Association from offering the Dwellings to any person who the Association considers to be in need of such accommodation.
- (c) The Association shall in every case inform the Council in writing as soon as possible of the name of the tenant to whom an Affordable Rented Dwelling has been offered.
- (d) On any disposal of the Affordable Rented Dwellings to another Registered Provider of Social Housing the Association will use reasonable endeavours to ensure that the purchaser enters into an agreement with the Council in the same terms as this Agreement.

Shared Ownership Dwellings

- (e) In relation to the Initial Sales of the Shared Ownership Dwellings the Association shall upload details of the Shared Ownership Dwellings being offered for sale to the Help to Buy Agent's website and seek nominations for purchasers from the Help to Buy Agent and shall then offer for sale the Shared Ownership Dwelling to persons nominated by the Help to Buy Agent.
- (f) In the event the Help to Buy Agent is unable to provide nominations for purchasers on the Initial Sales of Shared Ownership Dwellings within six months of practical completion notification given by the Association, then the Association may offer for sale the Shared Ownership Dwellings on the open market to any person the Association considers to be in need of such accommodation.
- (g) In relation to the Subsequent Sales of the Shared Ownership Dwellings the Association shall as soon as it receives notification from a shared ownership lessee that a Shared Ownership Dwelling is being offered for sale upload details of the Shared Ownership Dwellings being offered for sale to the Help to buy Agent's website and seek nominations for purchasers from the Help to Buy Agent and then direct the shared ownership lessee to sell the Shared Ownership Dwelling to such nominee.
- (h) In the event that the Help to Buy Agent is unable to provide nominations for purchasers on a Subsequent Sale of the Shared Ownership Dwelling within eight weeks then the shared ownership lessee may offer for sale the Shared Ownership Dwelling on the open market to any person the Association considers to be in need of such accommodation.
- (i) On any disposal of the Dwellings to another Registered Provider of Social Housing the Association will use reasonable endeavours to ensure that the purchaser enters into an agreement with the Council in the same terms as this Agreement.

General

- (j) The provisions of this Agreement shall not be binding on a Chargee or Receiver of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such Chargee or Receiver PROVIDED THAT:
 - such Chargee or Receiver shall first give written 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 and costs and expenses; and
 - if such disposal has not completed within the three month period, the Chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely

- (k) The Scheme is subject to an agreement made in accordance with Section 106 of the Town and Country Planning Act 1990 made between the Councils (1), and the Association (2) dated [****] and a Deed of Variation dated [] and all nominations and occupation of the Dwellings shall comply with the provisions of those agreements.

IN WITNESS whereof the Council and the Association have caused their respective common seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of)
WEST SUFFOLK COUNCIL)
was hereunto affixed as its deed in the presence of:-)
)

.....
Authorised Officer

.....
Authorised Officer

THE COMMON SEAL of)
was hereunto affixed as its deed in)
the presence of:-)
)

.....
Authorised Officer

.....
Authorised Officer