

SCHEDULE 1

DETAILS OF THE OWNER'S TITLE AND DESCRIPTION OF THE SITE

The Freehold land shown edged with red on the Plan being land at Priory Lane, The Street , Darsham, Saxmundham registered at the Land Registry under title number SK344822 .

SCHEDULE 2

DRAFT PLANNING PERMISSION



Mr Chris Smith
Hopkins & Moore (Developments)
Limited
Melton Park House
Scott Lane
Melton
Woodbridge
IP12 1TJ

Planning Permission

Town and Country Planning Act 1990

The Town and Country Planning (Development Management Procedure) (England) Order 2015

Our reference	DC/19/1462/FUL
Date valid	11 April 2019
Site	Land Adjoining 8, The Street, Darsham
Parish	Darsham
Proposal	Erection of 26 Residential Dwellings, together with associated access, car parking and open space

Permission is hereby **granted** by East Suffolk Council as local planning authority for the purposes of the Town and Country Planning Act 1990, for development in complete accordance with the application shown above, the plan(s) and information contained in the application, and subject to compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

In determining the application, the council has given due weight to all material planning considerations including policies within the development plan as follows:

National Planning Policy Framework

SP1 - Sustainable Development (East Suffolk Council - Suffolk Coastal District Local Plan - Core Strategy and Development Management Development Plan Document (July 2013))

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DM27 - Biodiversity and Geodiversity (East Suffolk Council - Suffolk Coastal District Local Plan - Core Strategy and Development Management Development Plan Document (July 2013))

DM27 - Biodiversity and Geodiversity (East Suffolk Council - Suffolk Coastal District Local Plan - Core Strategy and Development Management Development Plan Document (July 2013))

DM28 - Flood Risk (East Suffolk Council - Suffolk Coastal District Local Plan - Core Strategy and Development Management Development Plan Document (July 2013))

SSP2 - Physical Limits Boundaries (East Suffolk Council - Suffolk Coastal District Local Plan - Site Allocations and Area Specific Policies Development Plan Document (January 2017))

SSP32 - Visitor Management -European Sites (East Suffolk Council - Suffolk Coastal District Local Plan - Site Allocations and Area Specific Policies Development Plan Document (January 2017))

Conditions:

1. The development hereby permitted shall be begun within a period of three years beginning with the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 as amended.

2. The development hereby permitted shall be carried out in accordance with the following plans and documents:

Drawing Nos. DAR3-003 rev B and DAR3-002 rev B, received 26 November 2019;

Flood Risk Assessment and Drainage Strategy (Rev D) (ref. 1810-224 Darsham), received 25 November 2019;

Ecological Impact Assessment (EclA) (Southern Ecological Solutions, July 2019), received 29 October 2019;

Drawing Nos. DAR3-004 rev A, DAR3-005 rev A, DAR3-006 rev A, DAR3-010 rev A, DAR3-011 rev A, DAR3-012 rev A, DAR3-013 rev A, DAR3-014 rev A, DAR3-016 rev A, DAR3-017 rev A, DAR3-018 rev A, DAR3-019 rev A, DAR3-020 rev A, DAR3-021 rev A, DAR3-022 rev A, DAR3-023 rev A, DAR3-024, DAR3-025, DAR3-026 rev A, DAR3-027 rev A, DAR3-028 rev A, DAR3-029 rev A, DAR3-030 rev A, DAR3-031 rev A, DAR3-032 rev A, DAR3-033 rev A, DAR3-301 rev A, DAR3-302 rev A, DAR3-303 rev A, DAR3-304, DAR3-400, HOPK 428/28-002 rev B, HOPK 428/28-001 rev B, received 12 September 2019; and Drawing No. DAR3-001, received 05 April 2019.

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Reason: To ensure the provision, within the site, of a footway link that is segregated from conflict with the vehicular traffic on the relatively narrow section of The Street's carriageway fronting the site and that will allow the public to traverse east-west through the site. This footway link will form part of any future safer pedestrian route to Darsham Railway Station, amenities/facilities and the footway network beyond.

7. Before the development is commenced, details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that roads/footways are constructed to an acceptable standard.

8. No development shall take place within the area indicated [the whole site] until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority.

The scheme of investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development.

9. No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 8 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason: To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to

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14. All hard and soft landscape works shall be carried out in accordance with the approved drawing nos. HOPK 428/28-002 rev C & HOPK 428/28-003 rev B, and shall be implemented not later than the first planting season following commencement of the development (or within such extended period as the local planning authority may allow). Thereafter it shall be retained and maintained for a period of 5 years. Any plant material removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season and shall be retained and maintained.

Reason: To ensure the submission and implementation of a well-laid out scheme of landscaping in the interest of visual amenity.

15. None of the trees or hedges shown to be retained on the approved plan No. 7685-D-AIA rev A (received 16 December 2019) shall be lopped, topped, pruned, uprooted, felled, wilfully damaged or in any other way destroyed or removed without the prior written approval of the local planning authority. Any trees or hedges removed, dying, being severely damaged or becoming seriously diseased within five years of the completion of the development shall be replaced during the first available planting season, with trees or hedges of a size and species, which shall previously have been approved in writing by the local planning authority.

Reason: To safeguard the contribution to the character of the locality provided by the frontage TPO trees and other valuable specimens on and adjacent the site.

16. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by the local planning authority. The Statement shall provide for:

- o the parking of vehicles of site operatives and visitors;
- o loading and unloading of plant and materials;
- o storage of plant and materials used in constructing the development;
- o the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- o wheel washing facilities;
- o measures to control the emission of dust and dirt during construction;
- o a scheme for recycling/disposing of waste resulting from demolition and construction works; and
- o delivery, demolition and construction working hours.

The approved Construction Method Statement shall be adhered to throughout the construction period for the development.

Reason: In the interest of local amenity and protection of the local environment during construction.

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Following completion of the approved remediation scheme a validation report that demonstrates the effectiveness of the remediation must be submitted to and approved in writing by the LPA.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

Informatives:

1. The Local Planning Authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning Policy Framework and local plan to promote the delivery of sustainable development and to approach decision taking in a positive way.
2. East Suffolk Council is a Community Infrastructure Levy (CIL) Charging Authority.

The proposed development referred to in this planning permission may be chargeable development liable to pay Community Infrastructure Levy (CIL) under Part 11 of the Planning Act 2008 and the CIL Regulations 2010 (as amended).

If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling, holiday let of any size or convenience retail, your development may be liable to pay CIL and you must submit a CIL Form 2 (Assumption of Liability) and CIL Form 1 (CIL Questions) form as soon as possible to CIL@eastsoffolk.gov.uk

A CIL commencement Notice (CIL Form 6) must be submitted at least 24 hours prior to the commencement date. The consequences of not submitting CIL Forms can result in the loss of payment by instalments, surcharges and other CIL enforcement action.

CIL forms can be downloaded direct from the planning portal:

https://www.planningportal.co.uk/info/200136/policy_and_legislation/70/community_infrastructure_levy/5

Guidance is viewable at: <https://www.gov.uk/guidance/community-infrastructure-levy>

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Please read notes below

Note

Most work, including change of use, has to comply with Building Regulations. Have you made an application or given notice before work is commenced?

Town and Country Planning Act 1990

Notification to be sent to an applicant when a local planning authority refuse planning permission or grant it subject to conditions

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

Planning applications: Sections 78 Town & Country Planning Act 1990

Listed Building applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990.

Advertisement applications: Section 78, Town and Country Planning Act 1990 Regulation 15, Town & Country Planning (Control of Advertisements) Regulations 2007.

- Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice.
- If an enforcement notice has been/is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

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SCHEDULE 3

THE OWNER'S COVENANTS WITH THE COUNCIL

1. Affordable Housing

- 1.1 Subject to the provisions of this paragraph 1 from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for the purposes of Affordable Housing in accordance with the Affordable Housing Table and thereafter let or sold to an Eligible Person unless otherwise agreed in writing with the Council;
- 1.2 The Owner covenants not to Occupy or allow Occupation of more than 10 Market Housing Units unless all of the Affordable Housing Units are Practically Complete and have been transferred to a Registered Provider;
- 1.3 The Council will consider eligible applicants in accordance with the Allocation Policy and Nomination Agreements. Priority will go to applicants who have a Local Connection to the relevant Housing Market Area and who have been assessed as being housing priority in line with the Council's Allocation Policy;
- 1.4 If a Registered Provider cannot be found for any of the Affordable Housing Units within six months from the date of Practical Completion of the Affordable Housing Units despite the Owner's reasonable endeavours to do so the Owner will be required to provide notification to the Council's satisfaction (the Council at all times acting reasonably) that demand from Registered Providers has not been forthcoming for Reasonable Consideration;
- 1.5 If the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage the Owner whilst maximising the provision of Affordable Housing;
- 1.6 The Affordable Housing provisions shall not be binding on a Chargee PROVIDED THAT:
 - 1.6.1 such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal for the Affordable Housing Units 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

- 1.6.2 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

2. Open Space

- 2.1 The Owner covenants with the Council to submit the Open Space Specification to the Council for its written approval prior to first Occupation of the Site;
- 2.2 The Owner covenants to lay out the Open Space within the Development in accordance with the Open Space Specification as approved by the Council. Following the laying out and landscaping of the Open Space in accordance with the Open Space Specification the Open Space shall be properly maintained and managed in accordance with the principles of good estate management and the Open Space Specification;
- 2.3 The Open Space shall be transferred to the Management Company within 12 months of Occupation of the final Dwelling;
3. Until such time as the Open Space is transferred the Owner shall retain liability for the maintenance of the Open Space in accordance with the Open Space Specification;
- 3.1 Following completion of the Open Space it shall (in perpetuity):
- 3.1.1 Not be used for any purpose other than for the provision of public open space for the benefit of members of the public;
- 3.1.2 Be maintained and managed in a clean and tidy condition and free of defects and in accordance with the Open Space Specification;
4. Not to be built on or allowed to be built on any building on the Open Space, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Space.

5. RAMS CONTRIBUTION

- 5.1 The Owner covenants to pay the RAMS Contribution prior to Commencement of Development
- 5.2 The Owner covenants not to Commence Development unless and until the RAMS Contribution has been paid in full

SCHEDULE 4

AFFORDABLE HOUSING TABLE

Affordable Rented Units		
<u>TYPE</u>	<u>NUMBER</u>	<u>PLOT</u>
1 bed 2 person house	3	7-9
2 bed 4 person house	1	10
SHARED OWNERSHIP DWELLINGS		
1 bed 2 person house	2	3,4
2 bed 4 person house	2	1,2

SCHEDULE 5

THE OWNER'S COVENANTS TO THE COUNTY COUNCIL

1. FOOTPATH CONTRIBUTION

- 1.1 The Owner covenants to pay the Footpath Contribution to the County Council prior to the first Occupation of the Dwellings to be Occupied
- 1.2 The Owner covenants not to Occupy or permit the first Occupation of the Dwellings unless and until the Footpath Contribution has been paid in full to the County Council

2. SCHOOL TRANSPORTATION CONTRIBUTION

- 2.1 The Owner covenants to pay the School Transportation Contribution to the County Council prior to the first Occupation of the Dwellings to be Occupied
- 2.2 The Owner covenants not to Occupy or permit the first Occupation of the Dwellings unless and until the School Transportation Contribution has been paid in full to the County Council

3. NOTICE

- 3.1 The Owner covenants to inform the County Council by way of written notice seven (7) days prior to the following
- 3.2 Commencement of Development;
- 3.3 Occupation of the 1st Dwelling;

SCHEDULE 6

COUNCIL'S COVENANTS

1. 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 hold any monies received under this Deed in an interest bearing account and at the end of five years from the date of receiving the payment the Council shall return to the party who made the payment all money in that account which has not been spent or committed to be spent on the intended purpose as specified in this Deed.
3. The Council shall issue the Planning Permission on completion of this Deed.

SCHEDULE 7

COUNTY COUNCIL COVENANTS

1. The County 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 County Council shall hold any monies received under this Deed in an interest bearing account and at the end of ten years from the date of receiving the payment the County Council shall return to the party who made the payment all money in that account which has not been spent or committed to be spent on the intended purpose as specified in this Deed.

SCHEDULE 8
DRAFT NOMINATIONS AGREEMENT

DATED

20

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Shared Ownership Housing

At

(name of scheme)

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

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

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

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

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

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

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

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

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

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

2. Enabling Provisions

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

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

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

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

3.2 Re-Sales

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

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

4. RP Covenants

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

5. Variation of Nomination Rights

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

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) Working Days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

7. Chargee Provisions

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

10 Agreements and Declarations

The parties agree:-

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

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

THE COMMON SEAL of

was affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of EAST SUFFOLK COUNCIL

was affixed

DATED

2018

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme)

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

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

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

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

“Housing Market Area” means the relevant Housing Market Area for the Property as defined in the Suffolk Coastal Local Plan Core Strategy & Development Management Policies July 2013

“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.

(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

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

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

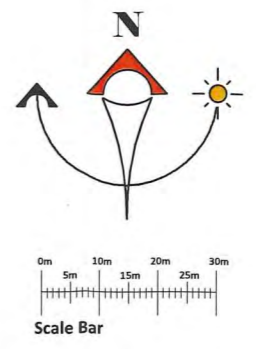
The Registered Provider agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Nomination Agreement and the Council's reasonable costs to cover the nominations procedure. Any changes to current charges will be negotiated with all landlords 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



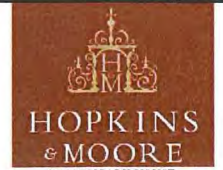
Notes:
 Do not scale from this drawing to ascertain dimensions.
 Copyright for all designs and drawings shall remain with Hopkins & Moore in accordance with the Copyright Act.

Rev.	Date	Details
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PLANNING

Project: The Street, Phase 2, Darsham, Suffolk	Project No: DAR 3
Drawing: Location Plan	Dwg No: 001 Rev: -
Plot Numbers:	Scale: 1:1250 @ A3
	Drawn By: AA Date: 25/03/2019
	Checked By: Date:



HOPKINS & MOORE
 MELTON PARK HOUSE,
 MELTON, WOODBRIDGE,
 SUFFOLK IP12 1TJ
 TEL: 01394 446800. FX: 01394 389605