

- 3.12 Any person who purchases a First Home free of the restriction in the Second Schedule of this Deed pursuant to the provisions in paragraph 3.9 and 3.10 shall not be liable to pay the Additional First Homes Contribution to the Council
- 3.13 Each First Home shall only be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 3.14 – 3.17 below
- 3.14 A First Homes Owners may let or sub-let their First Home for a fixed term of no more than two (2) years provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years
- 3.15 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to without such consent in any circumstances (a) – (f) below:
- a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment
 - b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of a relationship breakdown
 - e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person
- 3.16 A letting or sub-letting permitted pursuant to paragraph 3.14 and 3.15 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting

- 3.17 Nothing in this paragraph 3 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation (except where local policy restrictions apply) provided that the First Home remains at all times the First Home Owner's main residence
- 3.18 An application fee will be payable on each and every application for a First Home in line with the Councils set charges for such applications.
- 3.19 The Owner shall provide the S.106 Officer at the Council with written notification within fourteen days of:
- 3.19.1 The Commencement Of Development
 - 3.19.2 Occupation of the first Market Dwelling
 - 3.19.3 Occupation of 40% of the Market Dwellings
 - 3.19.4 Occupation of 60% of the Market Dwellings
 - 3.19.5 The date of Practical Completion of the Affordable Dwellings

4 CUSTOM AND SELF-BUILD

- 4.1 The Owner covenants to submit the Marketing Strategy to the Council for approval prior to, or in conjunction with, the submission of the first reserved matters application
- 4.2 The Owner covenants to submit the Custom and Self-build Design Code to the Council for approval prior to, or in conjunction with, the submission of the first reserved matters application
- 4.3 Following approval of the Marketing Strategy, each Custom and Self-Build Plot shall be Marketed Appropriately
- 4.4 The Owner covenants that no more than 50% of the Market Dwellings shall be Occupied until the Marketing Period has commenced.
- 4.5 The Owner shall inform the Council and provide marketing materials on first advertising of the Custom and Self-Build Plots to enable the Council to notify persons on the Council's Custom and Self-Build Register
- 4.6 If at the end of the Marketing Period the Owner has been unable to sell one or more Custom and Self-build Plots and the Owner can provide evidence to the Council's satisfaction the Custom and Self-build Plots have been Marketed Appropriately the Owner shall be free to seek approval from the Council to convert the Custom and Self-build Plots to Market Dwellings and/or Affordable Housing, such approval not to be unreasonably withheld
- 4.8 The Owner shall provide the Council with evidence that Custom and Self-build Plots have been Marketed Appropriately, this shall include:
- a) Dated details of published marketing material,
 - b) Dated estate agent instructions,
 - c) Dated social media posts,
 - d) Dated correspondence with the Council in respect of marketing to those on the Council's custom and self-build housing register,
 - e) Dated records of sales enquiries and outcomes of those, and
 - f) Dated changes in sales price.
- 4.9 The Custom and Self-build Dwellings shall be constructed in accordance with the approved Custom and Self-build Design Code

4.10 The Owner covenants to act in good faith in trying to agree both the terms of and the exchange of the Custom and Self build Sale Contract and not to take any unreasonable steps which would otherwise frustrate such exchange

THIRD SCHEDULE

1. HABITAT REGULATIONS MITIGATION CONTRIBUTION

- 1.1 The Owner covenants on or before Commencement of Development to pay the Habitat Regulations Mitigation Contribution to the Council
- 1.2 The Owner covenants not to permit the Commencement of Development until the Habitat Regulations Contribution has been paid to the Council

2. OPEN SPACE

“Management Company” means a company or body who will take over responsibility for the future maintenance of the Open Space and which may include a residents association established for this purpose or a private limited company;

“Open Space” the areas of open space on the Development provided by the Owner for public use and enjoyment of the residents of the Development in accordance with the Open Space Specification to be agreed in writing with the Council and to be provided in phases if so agreed in writing with the Council;

“Open Space Specification” means the plan for the delivery of the Open Space including the specifications plans and drawings showing but not limited to the layout and design of the Open Space which may be provided in phases if the Owners so agree with the Council including details of any proposed play area and equipment landscaping, paths and access arrangements, street furniture and fencing together with details of the proposed future management regime for the Open Space to be agreed in writing with the Council;

“Open Space Transfer“

a transfer of the Open Space to be approved in writing by the Council and which inter alia shall contain the following provisions:

- (b) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;
- (c) All easements and rights necessary in relation to access for the benefit of the Open Space;
- (d) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;
- (e) Restrictive covenants by the Management Company (if relevant);
- (f) Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open space;
- (g) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development;

2. OPEN SPACE

- 2.1 The Owner covenants with the Council that it shall submit the Open Space Specification for approval prior to Commencement of the Development (such specification to include a programme for the delivery of the Open Space areas within the Development and the transfer of the Open Space to a Management Company or such other organisation as may be agreed with the Council together with details of the maintenance arrangements for the Open Space);
- 2.2 The Owner further covenants to lay out the Open Space in accordance with the programme for delivery of the Open Space set out in the approved Open Space Specification within the Development prior to Occupation of more than 75% (seventy five percent) of the Dwellings on the Development or before Occupation of any

dwellings adjacent to the Open Space, whichever is sooner, in accordance with the Open Space Specification as approved by the Council;

- 2.3 Following the laying out and landscaping of the Open Space in accordance with the approved Open Space Specification the Open Space shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Space Specification until such time as the relevant Open Space has been transferred to a Management Company;
- 2.4 The Owner shall transfer all the Open Space to the Management Company or such other organisation as may subsequently be agreed in writing with the Council within 12 months of Occupation of the final Dwelling constructed pursuant to the Planning Permission;
- 2.5 Until such time as the relevant Open Space is transferred the Owner shall maintain or procure the maintenance of the Open Space in accordance with the approved Open Space Specification;
- 2.6 Following completion of the Open Space it shall (in perpetuity):
 - 2.6.1 Not to be used for any purpose other than as public open space for the benefit of members of the public;
 - 2.6.2 Be maintained and managed in a clean and tidy condition in accordance with the Open Space Specification;
 - 2.6.3 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.

FOURTH SCHEDULE

The Owner Covenants with the County Council

1. Secondary School Transport Contribution

- 1.1 The Owner covenants to the County Council to pay the Secondary School Transport Contribution (Index Linked to the RPI Index) to the County Council prior to the Commencement of Development
- 1.2 The Owner hereby covenants not to Commence or permit or allow the Commencement of Development unless and until the Secondary School Transport Contribution (Index Linked to the RPI Index) has been paid in full to the County Council

2 Primary School Transport Contribution

- 2.1 The Owner covenants to the County Council to pay the Primary School Transport Contribution (Index Linked to the RPI Index) to the County Council within 28 days of the date on which a final decision has been made that the signalised crossing of the A12 road as required by condition 16 of the Planning Permission is not to be provided

3 County Council Monitoring Fee

- 3.1 The Owner covenants to the County Council to pay the County Council Monitoring Fee to the County Council on the completion of this Deed
- 3.2 The Owner hereby covenants not to Commence or permit or allow the Commencement of Development unless and until the County Council Monitoring Fee has been paid in full to the County Council.

4 County Council Legal Fees

- 4.1 The Owner covenants to the County Council to pay its reasonable legal fees properly incurred in the negotiation, preparation, execution and completion of this Deed

5 Notices

- 5 The Owner covenants to notify the County Council in writing within fourteen (14) days of:
 - 5.1 The Commencement of Development

5.2 Completion of the Development.

5.3 Confirmation of the final decision that the signalised crossing of the A12 road as required by condition 16 of the Planning Permission is not to be provided.

FIFTH SCHEDULE

Council Covenants

The Council covenants with the Owner as follows:

1. At the written request of the Owner 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 pay the Habitat Regulations Mitigation Contribution when received into an account and use the Habitat Regulations Mitigation Contribution for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Habitat Regulations Mitigation Contribution to a person, body or company that be responsible for the carrying out of the work as set out in this Deed

SIXTH SCHEDULE

County Council Covenants

The County covenants with the Owner as follows:

1. The County will place the Primary School Transport Contribution (if payable under this Deed) and Secondary School Transport Contribution in a central interest bearing account and apply the same towards the purpose for which it was paid
2. In the event that the Primary School Transport Contribution (if payable under this Deed) and Secondary School Transport Contribution has not been committed (by way of contract or otherwise) to the purpose for which it was paid within ten (10) years of Completion of the Development then the County shall repay to the payer so much of the Primary School Transport Contribution and Secondary School Transport Contribution as shall remain uncommitted together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable. Such payment to be made within twenty-eight (28) Working Days of such request.

SIGNED AS A DEED by

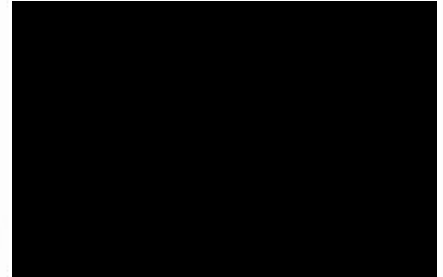
HILLFAIRS FARMERS LIMITED

acting by

A H DODDS

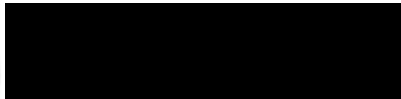
LUCY MARY WINTER)
.....)
.....)

a Director, in the presence of:



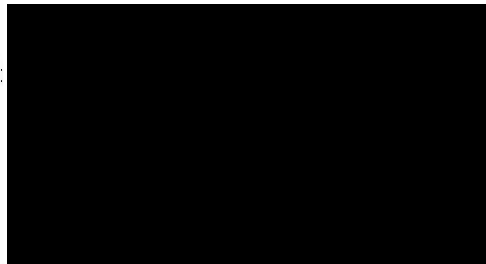
Name: RICHARD MARTIN

Signature:

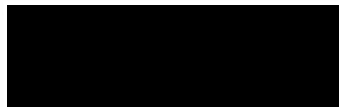


Occupation: DIRECTOR

Address:

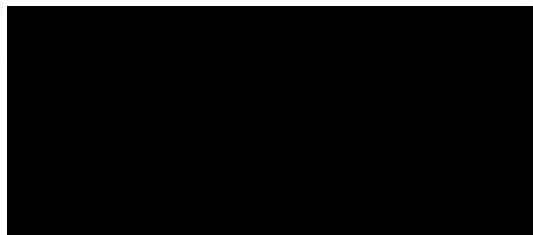


Signature:



Occupation: DIRECTOR

Address:

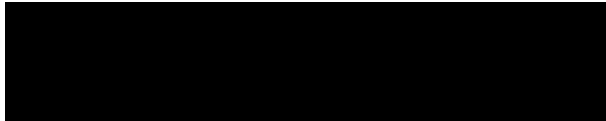


THE COMMON SEAL OF)
EAST SUFFOLK COUNCIL)
was hereunto affixed in the presence of:-)



1508

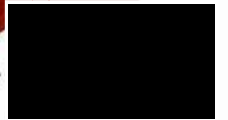
Authorised signatory



The Common Seal of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed)
in the presence of)



69291



Authorised Officer

APPENDIX A--LOCAL CONNECTIONS CASCADE

1. Affordable dwellings for Rent

- 1.1 The Affordable Dwellings for Rent are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them or it to be in need of such accommodation and unable to compete in the normal open market for property. Before nominating an applicant the Council will be satisfied that the applicant:
 - a. Has continuously lived in Darsham for the preceding 5 years, OR
 - b. Has continuously had a principal place of work in Darsham 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 Darsham for the preceding 5 years
- 1.2 If there are no persons who qualify under paragraph 1.1 above the Affordable Dwelling shall be allocated to person nominated by the Council who:
 - a. Has continuously lived within 10 miles of Darsham for the preceding 5 years, OR
 - b. Has continuously had a principal place of work within 10 miles of Darsham for the preceding 5 years OR
 - c. Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within 10 miles of Darsham for the preceding 5 years
- 1.3 If there are no persons who qualify under paragraphs 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 the Council who is considered by it to be in need of such accommodation and who is unable to compete in the normal open market for property in East Suffolk
- 1.4. 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 1.1 to 1.3 above

2. Affordable dwellings for sale

- 2.1 On advertising the first Disposal of a Shared Ownership Dwelling or First Home, the Dwelling shall be marketed for sale for the first 3 months to persons who:
 - a. Have continuously lived within Darsham for the preceding 5 years, OR
 - b. Have continuously had a principal place of work within Darsham 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 Darsham for the preceding 5 years
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 advertising subsequent Disposals of a Shared Ownership Dwelling or First Home, the Dwelling shall be marketed for sale for the first 3 months to persons who:
 - a. Have continuously lived within 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 paragraphs 2.1 and 2.2 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local Connections restrictions.

APPENDIX B – NOMINATION AGREEMENT

DATED

202

(name) (1)

and

EAST SUFFOLK COUNCIL (2)

NOMINATION AGREEMENT

Relating to Affordable Dwelling(s) for Rent

At

(name of scheme)

THIS NOMINATION AGREEMENT is made the day of 202

BETWEEN:

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

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

“Shortlist” means the list of applicants (as may be updated from time to time) to be supplied by the Council in line with the Allocation Policy and procedures giving the names of person(s) who the Council considers to be eligible for this size of property and have a local connection (as determined by the Council/or as determined in the Section 106 Agreement for the Property and who has been assessed as being in housing priority

“Tenancy Agreement” means an introductory/probationary tenancy, assured shorthold, assured or secure tenancy agreement in a form prepared by the Registered Provider and in line with an approved policy that meets the requirements of the Regulator.

“Vacancy Notice” means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Affordable Dwelling(s) for Rent is completed and the Affordable Dwelling(s) for Rent is ready to be advertised through choice based letting or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

“Void” means an Affordable Dwelling(s) for Rent which is vacant otherwise than as a result of the tenant having

(a) Moved to other accommodation either by transfer or decant provided by the Registered Provider; or

(b) Moved to other accommodation under a reciprocal arrangement provided by another Registered Provider registered with the Regulator under the Housing Act 1996 or Housing and Regeneration Act 2008

“Void Notice” means a written notice given by the Registered Provider to the Council the function of such notice being the notification to the Council by the Registered Provider that the Affordable Dwelling(s) for Rent is available to be advertised through Choice Based Lettings or let through any subsequent agreed letting procedure. The notice shall be in a form agreed by the parties.

2 Enabling Provisions

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

3 Procedure

The parties agree that the Registered Provider shall give the Council nomination rights for each and every Initial Let and Void and the following procedure shall apply to the nomination of persons in respect of the Affordable Dwellings(s) for Rent.

3.1 Initial lets

- 3.1.1 The Registered Provider shall give the Council not less than 4 months' written notice of the date when the Affordable Dwelling(s) for Rent will be ready for Occupation
- 3.1.2 The Registered Provider shall serve a Vacancy Notice on the Choice Based Lettings system detailing the date available for Occupation in respect of the Affordable Dwelling(s) for Rent at the point when it wishes the Affordable Dwelling(s) for Rent to be advertised. This will be in line with agreed advertising cycles which form part of the Allocation Policy.
- 3.1.3 The Council shall arrange for the Affordable Dwelling(s) for Rent to be advertised. Within 2 Working Days of the bidding cycle closing the Council shall serve upon the Registered Provider a Shortlist. The Nominees will be prioritised in line with their housing need and banding priority and effective date. The Council may agree to delegate the shortlisting to the Registered Provider and as required, verification of relevant applicant information.
- 3.1.4 The Shortlist to be served by the Council under clause 3.1.3 shall:
- i. Specify the appropriate category of Affordable Dwelling(s) for Rent, and
 - ii. Indicate the priority for the housing of the persons named and any other relevant information using a standard pro-forma document via a generic e-mail address to the Council's Choice Based Lettings scheme
- 3.1.5 Upon the properties being ready to let the Registered Provider shall within five (5) Working Days of the date of receipt of the Shortlist select a Nominee from the Shortlist taking into account the priority in the order given for housing indicated by the Council and shall use its reasonable endeavours to arrange a viewing of the Affordable Dwelling(s) for Rent and offer a Tenancy Agreement to such selected Nominee subject to any final checks as agreed in line with the Council's Allocation Policy and the Registered Provider's letting criteria
- 3.1.6 If the selected Nominee fails to accept the offer of a tenancy within one (1) Working Day of receipt of the Registered Provider's offer such selected Nominee shall be deemed to have rejected the Registered Provider's offer and the

Registered Provider shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.5

- 3.1.7 If the second selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then such second selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select and make an offer to a third Nominee by repeating the procedure set out in clause 3.1.5
- 3.1.8 If such third selected Nominee fails to enter into a Tenancy Agreement within one (1) Working Day of receipt of the Registered Provider's offer then the Registered Provider will request a further Shortlist from the Council and the Council will supply this within three (3) Working Days.
- 3.1.9 If the 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 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 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 Council of any of its powers

11.2 The obligations contained in this Nomination Agreement are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 section 33

12 Third Party Rights

No provisions of this Nomination Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

In witness whereof the parties have executed this Nomination Agreement on the day and year first before written

THE COMMON SEAL of

was affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of EAST SUFFOLK

COUNCIL

was affixed

In the presence of:-

Authorised signatory

