

- 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5.4 The Council shall notify the Registered Provider in writing of any Nominee that is withdrawn from the Shortlist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 District Council's allocation and letting policy and procedures

11. Agreements and Declarations

11.1 Nothing in this Nomination Agreement fetters or restricts the exercise by the District Council of any of its powers

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

12 Third Party Rights

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

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

THE COMMON SEAL of
was affixed in the presence of:-

Director

Secretary

**THE COMMON SEAL of EAST SUFFOLK
COUNCIL**

was affixed

In the presence of:-

Authorised signatory

SEVENTH SCHEDULE

SCHEDULE OF PRE-SCHOOL LAND CONDITION

The Pre-School Land shall be...

- suitable for the construction of high quality education buildings and outside spaces
- contamination free and covered with at least 30cm of clean free draining topsoil
- accessible from suitable public Highways
- served by safe direct walking & cycling routes
- protected from flooding and incorporated into a suitable SUDS system serving the Site
- outside the cordon sanitaire of any sewage plant
- suitably fenced including gates at all proposed access points

The Pre-School Land shall be free of/from...

- encumbrances
- items or structures of archaeological interest subject however to the findings of an archaeological investigation carried out by the Owners prior to the transfer of the Primary School Site
- protected species or habitats of special interest
- soil and water table contamination
- radiation or potential sources thereof
- invasive plants such as Japanese Knotweed
- buildings and other surface structures
- pipes, conduits, chambers and or cables (including any high pressure pipes or high voltage cables within ten meters of the Pre-School Land) subject to those services that are required to serve the Pre-School Land.
- ponds, ditches or water courses
- foundations, fuel tanks and other buried structures
- spoil and fly tipping
- void spaces including wells, sumps and pits
- any material that could negatively impact on the buildings and or their occupants

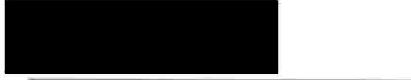
The Pre-School Land shall not be crossed or affected by

- public rights of way or access wayleaves
- power-lines
- gas mains
- water or sewage pipes
- ground gasses and or vapours
- light pollution

The Pre-School Land shall have straight boundaries and be of a regular shape i.e., square/rectangle.

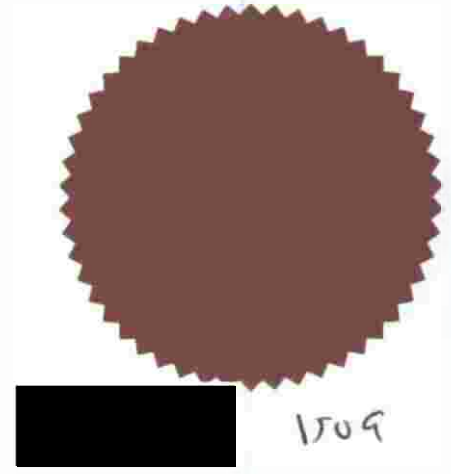
IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

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



Authorised Officer

MARTIN CLAUKE



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



Authorised Officer

JONATHAN LOCKINGTON



EXECUTED and DELIVERED as)
a deed by W. M. TUBBY LIMITED)
acting by a director)
in the presence of:)



.....
Director

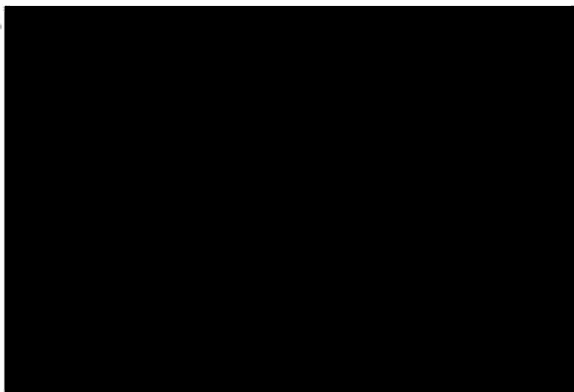
Witness Signature



Witness Name

Witness Address:

Witness Occupation:



Annex A –Local Connections Cascade

Affordable Rental Units

- 1.1 The Affordable Rental Units 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 Oulton for the preceding 5 years, OR
 - b. Has continuously had a principal place of work in Oulton 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 Oulton 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 NR32 for the preceding 5 years, OR
 - b. Has continuously had a principal place of work within NR32 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 NR32 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 East Suffolk District 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 Housing Units for sale

- 2.1 On advertising the first Disposal of a Shared Ownership, First Home or Shared Equity Dwelling the Dwelling shall be marketed for sale for the first 3 months to persons who:
 - a. Have continuously lived within NR32 for the preceding 5 years, OR
 - b. Have continuously had a principal place of work within NR32 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 NR32 for the preceding 5 years.
- 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 2.2a-c.
- 2.2 On advertising subsequent Disposals of a Shared Ownership, First Home or Shared Equity Dwelling the Dwelling shall be marketed for sale for the first 3 months to persons who:
 - a. Have continuously lived within the East Suffolk District for the preceding 5 years, OR
 - b. Have continuously had a principal place of work within the East Suffolk District 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 East Suffolk District for the preceding 5 years, OR
 - 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.

Annex 2: Affordable Housing Commuted Payment Schedule



East Suffolk Affordable Housing Commuted Payment 2024/25

Policies SCLP5.10 and WLP8.2, and the National Planning Policy Framework (NPPF), expect that affordable housing will be provided on site. However, there may be exceptional circumstances where the affordable housing cannot feasibly be provided on site.

Information on Financial Contributions is available in the East Suffolk Council [Affordable Housing Supplementary Planning Document](#).

Committed sums have been calculated based on the serviced open market plot values for the size of dwellings that would have been required on site. Serviced open market plot values are used to reflect that had provision been made on site, the cost to a Registered Provider would have reflected the build costs. The Council annually updates the evidence on open market plot values, and these values will be used in calculating committed sums. In circumstances where a developer proposes alternative values, this will need to be justified by the developer to the satisfaction of the Council.

Figures for the period 1st July 2024 to 31st March 2025.

	Southwold, Walberswick and Dunwich	High	Medium	Low	Lowestoft, and parishes
Type	Plot value	Plot value	Plot value	Plot value	Plot value
4 bed house	400,000	200,000	160,000	140,000	122,000
3 bed house	285,000	150,000	135,000	135,000	110,000
2 bed house	210,000	125,000	115,000	95,000	80,000
2 bed flat	165,000	80,000	70,000	65,000	50,000
1 bed flat	125,000	65,000	50,000	47,500	45,000

Market Value is defined as the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

It is assumed that access will be available and all services at no additional cost in respect of infill plot values.

It is presumed that no easements, restrictions and right of way exist to affect the Market Value.

It is assumed that no abnormal costs will be encountered.

Tenure is based on freehold with vacant possession made available.

It has been assumed that planning consent for use envisaged would be given in the usual way to the private sector, and **not** restricted to Housing Associations, Social Landlords, etc when the values would be substantially reduced.

