

Planning Application Reference:	LU/517/04
Document Type:	Unilateral Undertaking
Date of Agreement:	25th November 2009

NB: Text in bold to be included in free text field.

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Please return original to s106 Monitoring Officer

DATED 25th November 2009

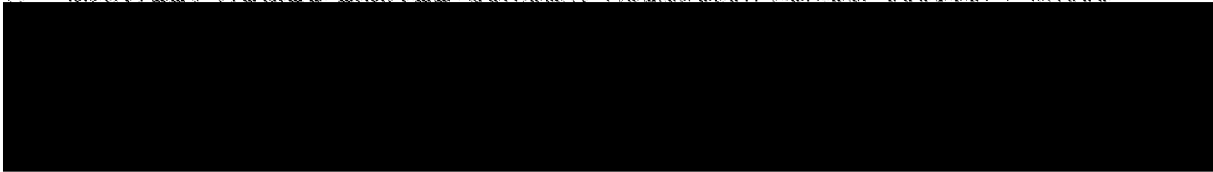
MARTLET HOMES LIMITED

UNILATERAL UNDERTAKING

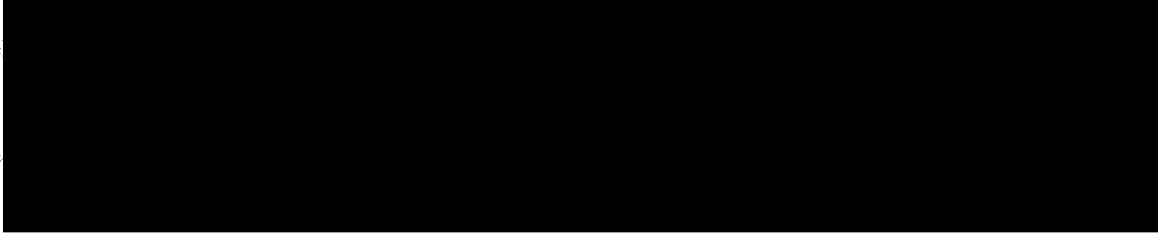
Under Section 106 of the
Town & Country Planning Act 1990
and other powers relating to
Land at Littlehampton Covered Market,
Surrey Street/High Street,
Littlehampton
West Sussex

THIS UNDERTAKING is dated the 25th day of November 2009 and is made by:

1. MARTLET HOMES LIMITED Company Registration number 03896674 whose



In favour of:



1. Background

- 1.1. The Owner is seised in fee simple in possession of inter alia the land at former site of Littlehampton Covered Market Surrey Street/High Street Littlehampton West Sussex shown for identification purposes only edged red on the plan A217-120 F4 attached hereto ("the Land") and is registered at HM Land Registry as owner under Title No WSX151623
- 1.2. ADC is the Local Planning Authority for the area in which the Land is situate
- 1.3. WSCC is the Strategic Planning Authority and is responsible for the provision of highway education library and fire service infrastructure in the area in which the Land is situated
- 1.4. The Owner has by planning application number LU/517/04 originally 9th November 2004 and subsequently amended on 15th December 2006 and 17th July 2008 applied to ADC for planning permission to develop (inter alia) the Land to provide a mixed use development with part retail use to ground floor and 24x one bedroom flats 18x 2 bedroom flats 6x 3 bedroom flats to part of the ground/upper floors and 3x 2 bedroom houses and 1x 3 bedroom house with public and private hard and soft landscaped areas "the Development"

2. Interpretation

In this Undertaking:

- 2.1. Words importing the masculine include the feminine and vice versa
- 2.2. Words importing the singular include the plural and vice versa
- 2.3. Words importing persons include companies and corporations and vice versa

- 2.4. Whereas there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually
- 2.5. Any reference to a clause or schedule or plan is to one in to or attached to this Undertaking
- 2.6. Any reference to a colour or letter is to be on the plans attached to this Undertaking
- 2.7. In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it
- 2.8. References to the Owner shall include the successors in title to the Owner and references to WSCC and ADC shall include the successors to their respective functions
- 2.9. "the Act" means the Town & Country Planning Act 1990
- 2.10. "agreed" or "approval" means agreed or approved in writing and given for the purpose of this Undertaking
- 2.11. "Affordable Housing Units" means total of 15 units comprising:-
 2x 1 bedroom flats for social rent
 3x 2 bedroom houses for social rent
 1x 3 bedroom disabled adapted house for social rent
 6x 3 bedroom flats for social rent
 3x 1 bedroom flats for shared ownership or intermediate rent or social rent
 the location of the Affordable Housing Units on the Land is set out in Drawing number A217-125B (Schedule of Accommodation)
- 2.12. "the Application" means the planning application number LU/517/04 made by the Owner to develop inter alia the Land and described fully in paragraph 1.4 above
- 2.13. "the Development" means the development of the Land proposed by the Application or permitted

by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission

- 2.14. "Directional Signage" and "Directional Signage Specification" means the matters referred to in clause 6
- 2.15. "Education Contribution" means the education contribution referred to in Clause 11 being a financial contribution towards the cost of providing the additional infrastructure required to accommodate the extra demands for education services that would be generated by the Development
- 2.16. "Fire Service Contribution" means the Fire Service contribution referred to in Clause 12 being a financial contribution towards the cost of providing the additional infrastructure required to accommodate the extra demands for Fire and Rescue services that would be generated by the Development
- 2.16. "Library Contribution" means the library contribution referred to in Clause 10 to make good a deficiency in library provision arising from the Development in the area served by Littlehampton Library
- 2.17. "Market Value Units" means dwellings within the Development other than Affordable Housing Units
- 2.18. "Occupation" means occupied or used for retail or residential purposes
- 2.19. "Public Access Space" means the Public Access Space within the Development referred to in Clause 7
- 2.20. "Retail Unit" means those units making up the Development which are to be used for non residential purposes

- 2.21 "Specified Date" means the date upon which an obligation arising under this Undertaking is due to be performed
- 2.22 "TRO" means Traffic Regulation Order made under the Road Traffic Regulation Act 1984 to restrict the use of the Land to vehicles motorised or otherwise which are less than 7.5 tonnes in weight with the exception of emergency vehicles and referred to in Clause 9
- 2.23 "Off Site Play Provision Contribution" means the Contribution referred to in Clause 8
- 2.24 "Registered Social Landlord" means the Owner or a social landlord registered as such under the Housing Act 1996 and who has either been agreed between the Owner and ADC for the purposes of this Undertaking (such agreement not to be unreasonably withheld or delayed) or alternatively who is included on the List of Preferred RSL Partners kept by ADC which appears at Schedule 3
- 2.25 "Retained Land" means the land referred to in clause 5.2 to be retained by the Owner and shown edged green on the Plan ref A217-1272 being the site for the Affordable Housing Units within the Development but for the purposes of clauses 5.3, 5.4 and 5.5 excluding the ground floor level of that part of the Retained Land shown on plan ref A217-1272 as being 'Retail'
- 2.26 "Zone Agent " means Moat Housing Association Limited

3 Enabling Provisions

This Undertaking is made pursuant to Section 106 of the Act

4. Commencement

- 4.1 This Undertaking shall come into effect upon the date of grant of planning permission pursuant to Application but the obligations in Clauses 5 and 7 shall become effective only on the commencement of the Development in accordance with Section 56 of the Act provided that works demolition site clearance or archaeological works or site surveys shall not constitute commencement of Development for the purpose of this Undertaking
- 4.2 On commencement of the Development the Owner will give to ADC and WSCC notice in writing of that commencement in the form of the Commencement Notice annexed to this Deed as Schedule One addressed to ADC's Head of Planning Services and WSCC's County Planning Officer

COVENANTS IN FAVOUR OF ADC

5 Affordable Housing

- 5.1 The Owner is a Registered Social Landlord regulated by the Homes and Communities Agency and is the Preferred Partner of ADC
- 5.2 It is the Owner's intention to retain ownership of part of the Land and to transfer the remainder of the Land to a third party and in respect of the Retained Land enter into a development agreement with a reputable builder to construct the Affordable Housing Units
- 5.3 The Retained Land shall be subject to the following covenants:
- 5.3.1 subject to Clauses 5.4 and 5.5 not to use the Retained Land otherwise than for the purposes of Affordable Housing
- 5.3.2 subject to Clauses 5.4 and 5.5 not to dispose of any of the Affordable Housing Units other than by sale by way of shared ownership or equity share or rental (including intermediate rent) to Nominees of ADC in accordance with the 'Sussex Homemover Registered Social Landlord Protocol' (a copy of which is attached at Appendix 1) (in relation to rental units) or the Zone Agent (in accordance with the Government's Homebuy arrangements) (in relation to shared ownership and equity share units) to the intent that all such units shall be used for the purposes of providing housing to persons in need who are unable to afford to buy or rent at market values and market rates
- 5.3.3 the Affordable Housing Units shall be built without unreasonable delay and that the Affordable Housing Units shall be built and maintained to a standard and quality of finish and maintenance reasonably

consistent with the overall quality of the remainder of the Development and the Housing and Communities Agency's Development and Quality Standards (latest edition)

5.3.4 No more than 20 Market Value Units shall be sold or occupied until the Affordable Housing Units are built and completed and fit for occupation by residents who fit into the category of persons described at clause 5.3.2

5.4 In the event of any mortgagee (being the mortgagee of a Registered Social Landlord only) of the Retained Land wishing to enforce its security by way of sale (whether as mortgagee or through a Receiver) then subject to the mortgagee having complied with the requirements contained in Clauses 5.4.1 and 5.4.2 it may do so after which the Affordable Housing Land (or the relevant part the mortgagee wishes to sell) may be used free from the covenants set out in clauses 5.4.3 and 5.4.4

5.4.1 the mortgagee shall first give not less than twenty eight days written notice to ADC of its intention to either enforce its security or enter into possession

5.4.2 on the expiration of the twenty eight days referred to in clause 5.4.1 the mortgagee shall serve notice in writing on ADC stating that it wishes to exercise its statutory power of sale and the mortgagee shall use it reasonable endeavours to sell the Affordable Housing Land (or the relevant part thereof) to ADC or to a Registered Social Landlord nominated by ADC at the price specified in the Offer Notice which shall be no greater than the Open Market Value or the Affordable Housing Land (or the relevant part thereof)

5.4.3 if the sale pursuant to the clause 5.4.2 has not been completed by the date sixty days after the date of the Offer Notice then the mortgagee may sell the Affordable Housing Land (or the relevant part thereof) by private treaty or otherwise and the Affordable Housing Land (or the relevant part thereof) will no longer be bound by the covenants set out in Clauses 5.3.3 to 5.3.4

5.5 The undertakings set out in Clauses 5.3.2 and 5.3.3 shall not be binding or enforceable against:

5.5.1 any leaseholder (or their mortgagee) who purchases from the Owner the entire leasehold to an Affordable Housing Unit pursuant to an equity share arrangement

5.5.2 any leaseholder (or their mortgagee) who exercises their right to staircase to 100% their ownership of an Affordable Housing Unit

5.5.3 any tenant who exercises their statutory Right to Buy or Right to Acquire

and nor shall such covenants be binding or enforceable against such purchaser's successors in title

6. Directional Signage

6.1 On or before commencement of the Development to submit to ADC for its approval a written directional signage specification

6.2 On or before commencement of the Development to obtain ADC approval for the directional signage specification

6.3 To implement the installation of the directional signage in accordance with the directional signage specification on or before the occupation of the first dwelling on the Development

6.4 Not to occupy or permit the occupation of more than 4 dwellings on the Development prior to the completion of the installation of the directional signage in accordance with the directional signage specification

7. Public Access Space to Development

The Owner undertakes with ADC

7.1 to provide and lay out an area of public access space comprising that part of the Land substantially in the position shown edged with purple broken lines and hatched black on plan A217-123C attached in accordance with a specification approved by ADC as planning authority (such approval not to be unreasonably withheld or delayed) such specification shall include as a minimum details of :-

surfacing

street lighting

seating

bollards

dog and litter bins

childrens play equipment

future plans for maintenance and cleaning of the area and items and equipment installed there

7.2 to ensure that there is public pedestrian only access to the Public Access Space during daylight hours when the entrance gates to the Development are open

7.3 to complete the works of provision and laying out in accordance with this Clause and to make the Public Access Space available for use by the public no later than the first occupation of the 4th dwelling forming part of the Development on the Land

7.4 To clean maintain and repair the Public Access Space or transfer liability for such cleansing maintenance and repair to a management company formed by the Owner for the purpose of maintaining the shared or common parts of the Development

8. Off-Site Child Play Area Contribution

The Owner undertakes with ADC:-

8.1 on or before commencement of the Development to pay to ADC the Offsite Child Play Area Contribution of £4,000.00

8.2 not to occupy or cause or allow to be occupied any more than four dwellings forming part of the Development before the Off-Site Play Area Contribution shall have been paid

COVENANTS IN FAVOUR OF WSCC

9. Vehicle Weight Restriction

9.1 The Owner will provide all necessary plans and drawings and shall pay WSCC's reasonable costs not exceeding £5,000.00 in total in the promotion and processing completion of the TRO by WSCC

9.2 If and when the TRO detailed above is made by WSCC the Owner shall at its own expense implement the TRO and for the avoidance of doubt this shall include without limitation the provision and placing of all required signage

9.3 Not to allow the occupation of the retail unit facing Terminus Road Littlehampton forming part of the Development until the TRO has been implemented or the Owner has received confirmation in writing from WSCC that the TRO is not required which confirmation shall not be unreasonably withheld or delay in the event that it provides impractical or impossible to obtain the TRO within a reasonable time or at all

10. Library Contribution

The Owner covenants with WSCC:-

10.1 On or before the commencement of the Development to pay to WSCC the Library Contribution of £5,408.00 **PROVIDED THAT** if the commencement of the Development is after 1st April 2011 the amount of the Library Contribution shall be increased by an amount equal to the proportionate increase in the All in Tender Price Index published by the Information Service of the Royal Institute of Chartered Surveyors between the month preceding the date of this Deed and the month preceding the date of payment of the Library Contribution

10.2 Not to occupy or cause to be occupied any dwelling or retail unit forming part of the Development before the Library Contribution shall have been paid

11. Education Contribution

The Owner covenants with WSCC

11.1 on or before the commencement of the Development to pay to WSCC the Education Contribution of £10,741.00 **PROVIDED THAT** if the commencement of the Development is after 1st April 2011 the amount of Education Contribution shall be increased by an amount equal to the proportionate increase in the All in Tender Price Index published by the

Information Service of the Royal Institute of Chartered Surveyors between the month preceding the date of this Deed and the month preceding the date of payment of the Education Contribution

- 11.2 Not to occupy or cause to allow to be occupied any dwelling or retail unit forming part of the Development before the Education Contribution shall have been paid

12. Fire Services Contribution

The Owner covenants with WSCC:

- 12.1 on or before the commencement of the Development to pay to WSCC the Fire Services Contribution of £647.00 **PROVIDED THAT** if the commencement of the Development is 1st April 2011 the amount of Fire Services Contribution shall be increased by an amount equal to the proportionate increase in the All in Tender Price Index published by the Information Service of the Royal Institute of Chartered Surveyors between the month preceding the date of this Deed and the month preceding the date of payment of the Education Contribution
- 12.2 Not to occupy or cause to allow to be occupied any dwelling or retail unit forming part of the Development before the Fire Services Contribution shall have been paid

13. Certificates

The Owner agrees with WSCC and ADC:

- 13.1 Where this agreement imposes a requirement for the making of a payment or the undertaking or an act or the cessation of an activity on a Specified Date the Owner shall give to ADC and WSCC notice of the Specified Date not more than seven dates after such Specified Date
- 13.2 If the Owner fails to give the notice required under this Clause ADC and WSCC shall be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination

14. Interest

The Owner undertakes with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Undertaking but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be four per cent (4%) above the HSBC Bank plc base lending rate applicable at the date the payment is received

15. Payment Notice

The Owner undertakes that all payments due under this Undertaking shall be forwarded to ADC and WSCC and shall have attached to them a copy of the Payment Notice contained in Schedule Two to this Undertaking duly completed

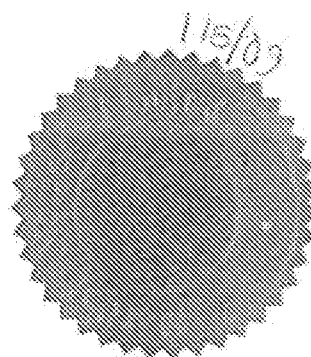
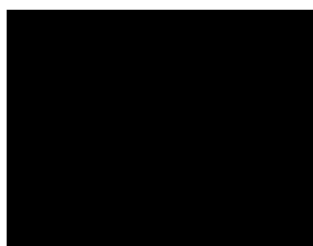
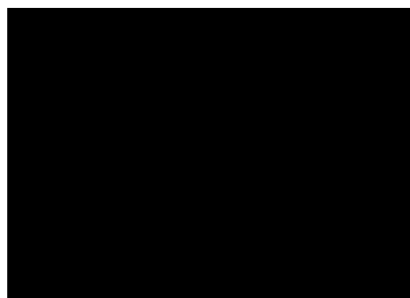
16. General

The Owner acknowledges that:

- 16.1 nothing in this Undertaking imposes an obligation to grant planning permission nor any other approval consent or permission required from ADC and WSCC in the exercise of any statutory function
- 16.2 nothing in this Undertaking fetters or restricts the exercise by WSCC and ADC of any of their powers
- 16.3 the obligations contained in Clauses 5 to 12 (inclusive) are planning obligations for the purpose of Section 106 of the Act
- 16.4 this Undertaking constitutes a deed and shall be enforceable by ADC and WSCC
- 16.5 nothing in this Undertaking confers or is intended to confer a benefit on a third party under the Contract (Rights of Third Parties) Act 1999
- 16.6 this Undertaking shall apply to the Development as authorised by the planning permission issued pursuant to the planning application or to the Development after variation or renewal of the planning permission from time to time
- 16.7 this Undertaking is a Local Land Charge and shall be registered as such by ADC
- 16.8 The figures of the Library Contribution the Education Contribution and the Fire Services Contribution arise by virtue of the 'Infrastructure Contributions towards West Sussex County Council Services' document a copy of which is attached at Appendix 2 hereto

IN WITNESS whereof the Owner has signed and sealed this Undertaking as a Deed the day and year first before written

EXECUTED as a DEED by MARTLET
HOMES LIMITED by hereunto affixing
its Common Seal in the presence of:-



SCHEDULE ONE

Commencement Notice

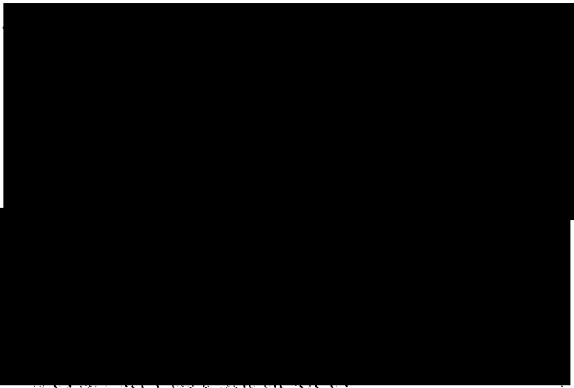
Pursuant to clause 4.2 Planning Obligation Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice

Dated this day of 200

Signed

On behalf of

TO:	
FROM:	(OFFICIAL RECORDS)
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE AND REFERENCE	
PLANNING OBLIGATIONS DATE AND PARTIES	
START DATE:	

SCHEDULE TWO

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation

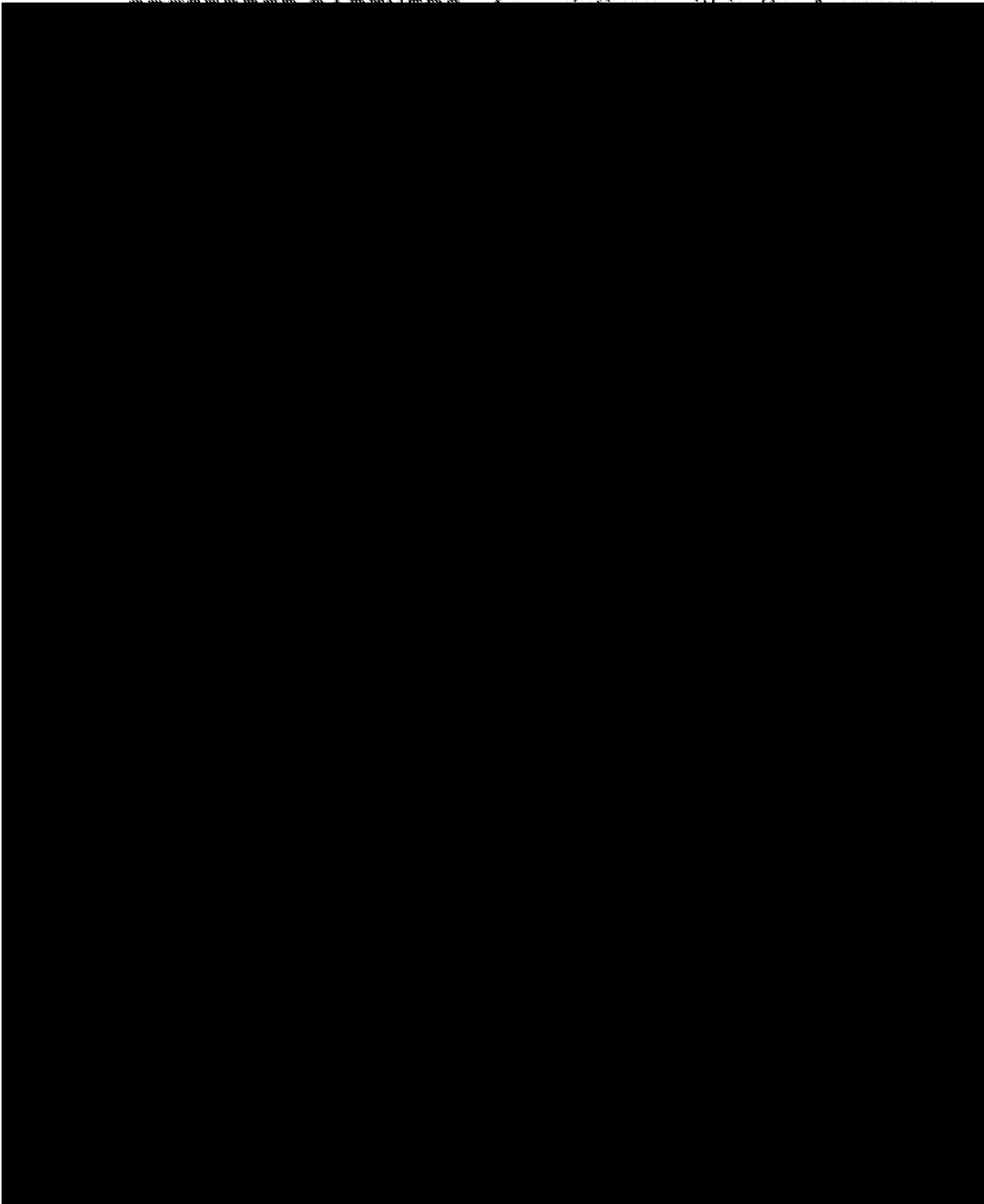
Please answer all the questions.

1. Payment to be made by/on behalf of
2. Land at
3. Unilateral Undertaking dated
.....
4. Planning application reference number (where applicable)
5. Obligation in Undertaking

(a)	Clause Number	
(b)	Contribution towards	
(c)	Amount of contribution due	
(d)	Date upon which contribution is due	
(e)	Amount of contribution enclosed	

SCHEDULE THREE

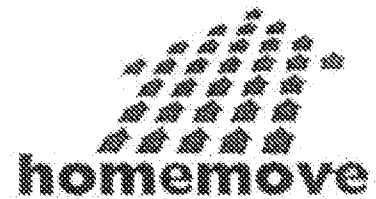
ADC's Panel of Preferred Partners



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APPENDIX 1

Sussex Homeowner Registered Social Landlord Protocol



Sussex Homemove Registered Social Landlord Protocol

*Draft Protocol for the day-to-day operation of the
Homemove Choice Based Lettings Scheme*

Parties to the Protocol are:

Adur District Council
Arun District Council
Brighton & Hove City Council
Chichester District Council
Hastings Borough Council
Lewes District Council
Rother District Council
Wealden District Council

And

Registered Social Landlords of the Sussex Homemove Partnership

January 2008

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1. Purpose of this Protocol

The Sussex Homemove Scheme is a Choice Based Lettings Scheme established in 2007 by the above organisations, which covers lettings and nominations to general needs and sheltered social housing vacancies in the above districts.

This is a voluntary agreement between the Registered Social Landlords (RSLs) and the Local Authorities (the Councils) described above for the day-to-day operation of the Sussex Homemove scheme. The principal aim of this protocol is to achieve a consistent approach to allocations across the Sussex Sub-Region between partners. Partners to this protocol recognise that housing needs must be met in a fair, open and transparent manner through a consistent approach at sub-regional level.

This protocol does not replace individual nomination agreements that may be in place and the allocation of all-general needs and sheltered property continues to be governed by the Allocations Policies of each Local Authority and RSL.

Currently this protocol does not include low cost homeownership or privately rented property although Partners are working towards a shared protocol for the allocation of this type of property.

2. Working Together

All parties have agreed to work together in a spirit of confidence and trust by adopting an open, transparent and accountable way of working. In the operation of this protocol the parties agree to strive towards customer satisfaction and continuous improvement. To facilitate these aims all parties have agreed to regular liaison through the Sussex Homemove User Group and the Partnership Board to ensure the effective implementation of this protocol.

3. The Homemove Scheme

General Information

All general needs and sheltered accommodation across the Local Authority areas above are now advertised in a fortnightly magazine 'Homemove' and on the Internet at www.Homemove.org.uk. The magazine appears simultaneously in two editions, one for Brighton & Hove, another for all the other partners in Sussex Homemove; there

is just one shared website. Applicants express an interest (or bid) for three properties they are interested in each fortnight in the local authority area that they are registered. With the exception of a few emergency cases the councils involved in this scheme no longer directly allocate empty properties.

The Homemove Scheme is operated for the councils and RSLs by Locata Housing Services Ltd – the 'provider' – and is a web-based system.

Key Features of the Sussex Homemove Scheme

Each partner has agreed to adopt the following key features of the Sussex Homemove choice based lettings scheme

- To advertise all general needs & sheltered properties
- A common prioritisation scheme with four Bands of need A, B, C and D
- Time limits for bidding for some applicants in Bands A & B (e.g. priority transfers, homeless households).
- A fortnightly advertising & bidding cycle
- Each applicant can place three Bids per fortnight
- Applicants have one outstanding offer at a time
- Three mobility levels, to identify properties that are suitable for people with mobility needs
- Shortlists prioritised by Band, local connection and waiting time
- A common Scheme User Guide (available to view at www.homemove.org.uk)
- To develop the housing options approach
- To develop work with the private rented sector
- To advertise selected properties for cross boundary mobility on a voluntary basis.

Nominations – General Principles

Unless there are locally agreed nomination agreements in place, which take precedence, RSLs will generally, grant to the Local Authority the right to nominate 100% of first tenants of newly built schemes. After the first leases have been granted the Council shall continue to have nomination rights in respect of 75% of the voids of the Properties that become available in the future.

Where it is responsible for the grant of a Tenancy within the Area the RSL will only let dwellings to Applicants from the Housing Registers.

When the RSL has nomination rights

All void properties must be advertised in the Homemove magazine, unless a Direct Let is required. Generally all properties will be advertised to both Transfer applicants and Homeseekers, however, for those properties where the RSL has nominating rights, and has chosen to use that right to nominate to their own tenants, then properties will be advertised with a label that explains that tenants of that RSL will be given priority. If no RSL tenant bids for a property then the property will be let to the highest priority bidder.

4. Housing Registration

The Council or their appointed agent provides the Housing Register service and shall:

- Hold and maintain the Register, which shall contain the complete listing of each and every Applicant.
- Endeavour to ensure that every completed Housing Register Application Form it receives is processed within fifteen working days of its receipt.
- Where possible, within fifteen working days of receipt of the application write to any Applicant who is not approved setting out the reasons why they have not been approved and setting out any rights of appeal.
- At least once a year write to each Applicant at their last known address requiring the Applicant to update their Application Form. The Council shall amend the Register in accordance with any information that it receives. The Council will remove from the Register the name of any Applicant who does not reply within a reasonable time.

5. Advertising Properties

Submitting property information to Homemove

As soon as notice is received & the property ready to advertise (those general let properties that will be available within 6 weeks or less) the RSL will submit information for the property advert, electronically in a standard format to the Homemove

system on the Internet. The RSL is responsible for ensuring that the information contained in the property advert is accurate.

New Build Properties

New Build properties that are to be adapted for the disabled should be advertised **6-12 months** before completion in order to pre-let the property to ensure that bespoke adaptations can be carried out.

It is recommended that **three months** prior to completion of any new-build general needs properties the RSL promote these in the Homemove magazine via a general advert to encourage interest in the scheme.

Properties Adapted for the Disabled

All adapted properties will be advertised across all Bands with a mobility classification as below and in addition with notes where the potential for adaptation or further adaptation exists:

1. Suitable for a wheelchair user indoor and outdoors.
2. Suitable for people who cannot manage steps or stairs and may use a wheelchair some of the time.
3. Suitable for people who are independent but can only manage one or two steps.

Good Practice Guidelines for labelling properties can be found in Appendix 2.

The Homemove Magazine

The council or appointed agent shall provide the Choice Based Lettings Service (Sussex Homemove) and shall:

- Publish a fortnightly freesheet (Homemove Magazine) with available properties available to let from social landlords in the area
- Make this publication available at a minimum of 4 outlets across the Area, including council offices and on the Internet.
- Publish a Scheme Users Guide and make available to all applicants, and make this document available on the Internet.

- Each RSL is responsible for ensuring that property adverts will withstand scrutiny under the Property Misdescriptions Act 1991.
- Property adverts will be sorted in the Homemove magazine by property size.
- The Council/RSL will ensure that all properties ready to nominate are checked and made ready to advertise **no later than noon** on the deadline day for property adverts (every other Monday).
- RSL property ads will be checked for spelling mistakes, but RSLs are responsible for ensuring that the property information is accurate.

6. Expressing an Interest In a Property (Bidding)

- Applicants will 'bid' (express an interest) for a property of their choice that is suitable for their household size from the magazine and internet site. Bidding opens each fortnight on Friday and closes the following Wednesday at 2pm. Applicants can bid using the phone, text, internet, coupon or through staff. Locala Housing Services Ltd manages this process on behalf of the Council (or appointed agent).
- Applicants may make a combined total of 3 bids in any one advertising cycle.
- When the bidding cycle has closed the Council (or appointed agent) will produce a verified shortlist of applicants. This verification process will include a check on any rent arrears, Notices, ASBOs, a check on family size and eligibility (see section ☐). This will happen within three working days of close of bidding.

7. Vulnerable Applicants in Need of Support

- Some households will need extra support. All parties should have local protocols in place to deal with these applicants.
- Parties also agree to share appropriate and necessary information to enable the support needs of vulnerable residents

nominations should be rejected by an RSL unless it is under the following grounds:

- Circumstances of household have change since last assessed
- Inaccurate information provided by the Council
- Received new information about household's circumstances
- Household too large for unit
- Household too small for unit
- Household could not manage stairs
- Unit not suitably adapted for household (please state reason)
- Accepted higher priority nomination
- Doesn't meet the allocations criteria
- Very exceptional circumstances to be agreed by a Housing Manager (explanatory notes must be added to the notes facility)

Resulting an offer

Where the RSL has access to the Locata system, the RSL shall update the Locata system with the results of the offer **within 24 hours** of the offer being made.

Final Offers

It is the responsibility of the local authority to inform the RSL if an offer is to be the applicant's final offer. If the offer is to be a discharge of duty under the 1996 Housing Act then RSL must also be informed so they can advise the applicant accordingly (see the Section on Homeless Applicants above)

Direct Lettings

In limited circumstances the Council/RSL will allocate properties directly (for example, homeless households in band A who have failed to exercise choice through the bidding process, public protection panel recommendations, urgent decants, management transfers who fail to bid within the timescale).

If an RSL needs to direct let a property in exceptional circumstances (for example, urgent decants) then they must first consult with the local authority.

All Direct lettings must go through the Locata system, for auditing purposes, so the property must be placed on the system as normal and allocated directly, using the direct let function.

10. Cross Boundary Moves

- If they wish, all Partners can place a property ad in the cross-boundary section of the magazine and on the Internet. This will mean that the property is open to bids from all applicants from across the sub-region.
- RSLs may choose to advertise a cross boundary advert where they have the nomination rights and give priority for their own tenants, to facilitate management moves.
- To facilitate mobility for RSL transfers within the sub-region an RSL which has nomination rights to the property may wish to advertise the property as 'priority given' to tenants of their organisation. If no tenants of that organisation place a bid, the property will be allocated to the highest banded applicant who has been waiting the longest.
- Any applicant who has been accepted onto the housing register of one of the partner authorities is eligible to bid for properties identified for cross-boundary mobility moves that are suitable for their household size. This includes applicants who are on the housing register of the local authority that is advertising the property.
- Applicants will be short listed by priority band, and then line on the list. Local connection will not be considered as part of the short-listing process.
- If a applicant from another area appears at the top of the shortlist the partner authority or housing association will e-mail the contact for that area. That partner will respond within five working days with full information on the shortlisted applicant (as set out in section 8.3 of this document).
- If applicant's circumstances have changed then the local authority must be informed immediately and the offer may not be able to proceed.
- If an applicant is offered a property then the local authority must be informed as soon as possible, this is particularly important if this will count as the applicants final offer.

11. Information Sharing

Each partner authority will seek the express permission of housing applicants applying to join their housing register to share personal information about the applicant, and any members of their household expected to reside with them, with the other partner authorities and housing associations to whom nominations may be made. However, information may be shared about the individual and their history irrespective of whether their consent has been obtained where:

- It is in accordance with the provisions of the Crime and Disorder Act 1998 (Section 115);
- There is a serious threat to the other party's staff or contractors;
- Information is relevant to the management or support duties of the partner authority or housing association.

Each partner will comply in all respects with the requirements of the Data Protection Act 1998.

12. Equalities & Diversity

The parties will monitor and review the operation of the protocol processes to ensure that equality of opportunity and diversity is vigorously promoted and not adversely affected in any way.

Organisations should work within their individual equalities and equal opportunities policies in respect of nominations, rejections, refusals and dispute resolution to ensure that there is no discrimination or bias towards applicants.

All parties will work together to complete a full Equalities Impact Assessment (EqIA) one year after implementation of the scheme.

13. New Members

New members are welcome with the consent of the Sussex HomeMove Partnership Board. They must comply with the key features of the scheme and objectives.

14 Smaller Registered Social Landlords not party to this agreement

Where a local authority partner to this agreement has nomination rights to a property, a registered social landlord must advertise their property through the Homemove scheme.

To facilitate this all host authorities have agreed, on receipt of a standard advertising fee, to place a property advert on behalf of these landlords, and when bidding has closed, provide these smaller RSLs with a shortlist of verified applicants.

Full details can be found in the Service Level Agreement for Smaller RSLs, in appendix 1.

15. Payment

Membership Costs

The RSLs that are party to this agreement will pay a membership fee to Locata Housing Services from April 2008 for which they will have full access to the system. This fee is based on the number of partner authority areas they work in and the combined stock in those areas. The fee is payable from April 2008. Locata have agreed to cap this fee at £5000 nationally. Locata Housing Services will provide a full SLA detailing the services involved.

number of partner authority areas the RSL works in	Total Stock In Areas		
	Under 250 units	251-500 units	Over 500
1 to 3	£500.00	£1,250.00	£2,250.00
3 to 4	£750.00	£1,500.00	£2,500.00
5 to 6	£1,000.00	£1,750.00	£2,750.00
7 to 8	£1,250.00	£2,000.00	£3,000.00

Advertising Costs

The Sussex Homemove Partnership and RSL Regional Forum have agreed that RSLs will pay a fee for any advertisement, which is advertised as 'priority will be given to tenants of'. (usually 25%

of all nominations). If no tenants of that organisation bid, then the property will be let to the highest ranked eligible bidder. This fee is currently £55, and is reviewable by the Sussex Homemove Partnership Board. Locata will invoice RSLs directly quarterly in arrears for this fee.

16. Review and Audit

- The Council and each RSL shall appoint an officer to the Sussex Homemove User Forum, which meets every 6 weeks. An appointed representative can take issues that require further discussion and agreement to the Sussex Homemove Partnership board.
- The Sussex Homemove Partnership Board/Sussex Homemove User Forum may by simple majority decision change the format of information in any form, the timing of any event specified in this Agreement, the information to be delivered by the Council from the Register BUT no change shall be made to this Agreement which will require the Council or any RSL to breach any agreement it has entered into with any third party or breach any statutory or legal obligation on it nor to operate in a way which is not good practice for a Landlord of the same type.
- The RSL will provide information on management policies and procedures e.g. allocations, rent setting, equal opportunities. The Council will keep the RSL advised of changes in policies for rehousing priorities.
- RSLs who are members of Locata and local authorities will have full access to all reporting functions on Locata.

17. Training

Locata will be responsible for ensuring that all members receive adequate training and support to operate the IT system. Training and support is also provided via the Sussex Homemove User Group.

18. Dispute

- If an applicant wishes to make a complaint about an individual Member's conduct within the Sussex Homemove Group then that organisations procedure should be followed in order to investigate and remedy the situation.

- Where the applicant wishes to complain about the Sussex Hornemove practices in general, then if this matter cannot be resolved locally, the matter can be brought to the Partnership Board to be resolved.
- In the event of any dispute or disagreement between the parties, this will be remedied within the group as far as possible, where this is not possible then an independent arbitrator will be appointed by the group (to be determined).
- Breaches of the agreement by any of the Members will be recorded and appropriate action taken against the offending party. Serious breaches as defined by the Group could lead to expulsion.

19. Reviewing the Protocol

To ensure that it is working effectively and does not give rise to any significant concerns the Protocol will be reviewed after six months and then yearly. The Partnership Board and RSL representatives will agree any amendments.

20. Withdrawal from the scheme

Any Landlord or Council may leave the partnership by giving one year's notice.

If a landlord or council needs to leave earlier than this in exceptional circumstances it will need to be discussed at the Partnership Board.

Appendix 1



This is an agreement covering arrangements for smaller Registered Social Landlords who wish to let a vacant property through the choice based lettings scheme, Homemove.

A The Council

The Council shall provide the Choice Based Lettings Service (Homemove) and shall:

1. Publish a fortnightly freesheet (Homemove Magazine) with available properties available to let from social landlords in the district and make this publication available at outlets across the district, including council offices and libraries, and on the Internet at www.homemove.org.uk.
2. Publish a Scheme Users Guide and make available to all applicants, and make this document available on the internet
3. On payment of an agreed fee (currently £65) place an advert in the freesheet and on the Internet for the RSL and ensure that all properties ready to nominate are checked and made ready to advertise no later than noon on the deadline day for property adverts.
4. Applicants from the councils housing register will 'bid' for a property of their choice from the magazine and Internet site and the council will produce a verified shortlist of applicants for the RSL. This verification process will include a check on any rent arrears, Notices, ASBOs, a check on family size and eligibility. This shortlist will be sent to the RSL within 2 working days of close of bidding.
5. All shortlists will be prioritised by the date the property is available for letting and applicants will be ranked by priority band (A,B, C or D), time they have waited and local connection.
6. The list shall contain the names of all Applicants who satisfy the Allocations Criteria up to a maximum of three or such other number

as may be agreed by the Council and the RSL making the request in any specific case.

7. The council agrees to supply the following information on Shortlisted Applicants:

- Name and current address
- Household type and composition
- Details of access route (homeless, transfer, housing register)
- Priority banding & reason for it (medical, harassment, underoccupying, overcrowding)
- Does the applicant have a limited time to bid?
- Pets
- NOSP served?
- Rent arrears?
- Ethnic origin
- Support needs and packages
- Type of accommodation moving from and any additional available accommodation history
- Any landlord reference / verification checks completed
- Key worker status
- Relevant medical details
- Mobility status
- Interpreter needs
- Do not visit alone?

Information requests will comply with Data Protection Acts

8. The council shall keep the RSL informed of any changes to the Choice Based Lettings Scheme

8. The RSL shall:

1. As soon as notice is received & the property ready to advertise (those properties that will be available within 6 weeks or less) submit information for the property advert, by e-mail to the council. The RSL is responsible for ensuring that property adverts will withstand scrutiny under the Property Misdescriptions Act 1991.

Information required from the RSL

- Who is eligible for the property – Transfer/Homesearchers or both
- Address of property
- Size
- Property type
- Bedroom number

- The minimum and maximum number of permitted occupants
 - Number of reception rooms (in larger units)
 - Floor level
 - Rent level
 - Shared amenity space
 - Any sensitive lettings criteria
 - Any local lettings requirements
 - Heating type
 - Level of mobility accessibility (including wheelchair accessibility)
 - Any other information needed by the choice based lettings scheme (if applicable).
 - Unique selling points
 - Property available date
 - Photograph of the property if available
2. On receipt of a shortlist in respect of a proposed letting make an offer of the Tenancy to the Applicant with the greatest Priority.
 3. The RSL will ensure that the tenancy start date enables the tenant to give four weeks notice on new build/rehabilitation and a minimum of two weeks notice and maximum of four weeks on relets to the Council and other RSLs to terminate their existing tenancy where applicable
 4. Nominee(s) defined as statutorily homeless, and being made a direct offer must be informed that a RSL offer will count as an offer from the Council in discharge of it's statutory duty. If a nominee refuses an offer the Council must be informed first before the property is re-offered. (This is crucial so that homeless households can be informed of the consequences of refusing the offer).
 5. Notify the Council as soon as an Applicant accepts the Tenancy.
 6. Set out the reasons for refusal of any offer when they are known. No nominations should be rejected by an RSL unless it is under the following grounds:
 7. Refusal by RSL:
 - Circumstances of household have change since last assessed
 - Inaccurate information provided by the Council
 - Received new information about household's circumstances
 - Household too large for unit
 - Household too small for unit
 - Household could not manage stairs

- Unit not suitably adapted for household (please state reason)
- Accepted higher priority nomination
- Very exceptional circumstances to be agreed by a senior manager

8. The RSL shall inform the council with the results of the offer on the same day as the offer was made.

Signed.....for the RSL

Signed.....for the council

Appendix 2

GUIDELINES FOR IDENTIFYING MOBILITY CODE 1 & 2 AND 3 PROPERTIES



Mobility Code 1

Suitable for someone who needs a wheelchair indoors/outdoors.

These include:

- Properties purpose built to a wheelchair standard
- Properties substantially adapted for wheelchair use including bespoke adaptations. These may be bungalows, flats or, in some cases, houses.

External access:

- Level pathway/driveway from pavement level or ramp with minimum gradient 1:15
- Level platform minimum 1200mm x 1200mm at main entrance
- Main/communal door minimum 840mm
- Level threshold or maximum 15mm upstand

Internal access:

Level throughout or where there is lift access:

- 2 lifts to each floor
- Maximum location no higher than 3rd floor
- Minimum 1500mm x 1500mm clear landing in front of lift doors
- Minimum door opening width 840mm clear
- Hallways/lobbies minimum 900mm wide, not reduced by fixed objects i.e. radiators
- All doors to principal rooms i.e. bathroom, bedroom, kitchen and lounge minimum 840mm clear opening width
- Bathroom containing toilet, basin bath/shower to allow wheelchair turning circle minimum 1500mm
- Separate WC to be wheelchair accessible
- In houses: no change of level on each floor, continuous flight of stairs minimum clear width 800mm, wheelchair accessible toilet on both floors.



Mobility Code 2

Suitable for someone who needs a wheelchair for outdoors and cannot manage steps/gradients.

These include:

- Generally those that have been substantially adapted rather than purpose built. Where structurally possible the essential requirements of design for a Mobility Code 1 property will try to have been met, however there may be some construction/design variance that prevents this and this should become evident when viewing.



Mobility Code 3

Suitable for someone with poor mobility but who is able to manage 2-3 steps to access the property.

These include:

One-storey properties (i.e. bungalows or flats):

- Maximum 3 steps to access, no steep gradients
- Property level throughout
- Bathroom as Mobility Code 1 or the possibility to adapt

Houses:

- As with Mobility Code 1 or ability to adapt
- Maximum 3 steps to access, no steep gradients

Generally all newly built properties will be built to lifetime homes standards and should be included in this category.

Other Useful Information for the Property Advert

- Parking: on/off road
- Provision of dropped kerbs
- Public transport: vicinity of bus stops
- Accessibility of amenities: GP/Health Centre, shops, schools, libraries, community centres
- Hilly areas – those with mobility needs require full details
- Number and location of steps if a mobility 3 property.

Guidelines developed by Frances Gale, Senior OT, Brighton & Hove City Council

and potential residents of general needs housing to be met. This information should, ideally, include an initial assessment of risk to self or others posed by the nominee.

8. Shortlisting Applicants

- All shortlists will be prioritised by the date the property is available for letting and applicants will be ranked by band, by local connection and time they have waited.
- The list shall contain the names of all Applicants who satisfy the Allocations Criteria up to a maximum of three or such other number as may be agreed by the Council and the RSL making the request in any specific case.
- The council or their appointed agent agrees to supply the following information on Shortlisted Applicants where available:
 - Name and current address
 - Household type and composition
 - Details of access route (homeless, transfer, housing register)
 - Priority banding & reason for it (e.g. medical, harassment, etc)
 - Does the applicant have a limited time to bid?
 - Pets
 - Any legal action taken: NOSP/ASBOs/Injunctions etc.
 - Rent arrears?
 - Ethnic origin
 - Support needs and packages in place that the Council is aware of
 - Type of accommodation moving from and any additional available accommodation history
 - Any landlord reference / verification checks completed
 - Key worker status
 - Relevant medical details
 - Mobility status
 - Interpreter needs
 - Do not visit alone?
 - Benefit /income information if available
 - Any information held in relation to any relevant housing panels

Information requests will comply with Data Protection Acts

9. Letting Properties

General

On receipt of a shortlist in respect of a proposed letting the RSL agrees to make an offer of the Tenancy to the Applicant with the greatest Priority.

Tenancy Start Dates

The RSL will ensure that the tenancy start date enables the tenant to give four weeks notice on new build/rehabilitation and a minimum of two weeks notice and maximum of four weeks on relets to the Council and other RSLs to terminate their existing tenancy where applicable

Withdrawing a Property

Very occasionally it will be necessary to withdraw a property from letting. There are three reasons why this may happen, namely:

- Tenant not moving
- Disrepair
- Emergency

It is essential that one of these reasons is input into the Locata system each time a property is withdrawn, because this information later appears in the feedback report available to all applicants in the magazine and website.

Homeless Applicants

Nominee(s) defined as statutorily homeless, and being made a direct offer must be informed that a RSL offer will count as an offer from the Council in discharge of its statutory duty. **If a nominee refuses an offer the Council must be informed first before the property is re-offered. (This is crucial so that homeless households can be informed of the consequences of refusing the offer).** Legally an offer must be held open for 21 calendar days pending an outcome of the review, but Local Authorities should aim to make a decision **within 5 working days.**

Refusing an applicant

If an applicant is rejected by the RSL they must set out the reasons for refusal of any offer on the system when they are known. No

APPENDIX 2

Infrastructure Contributions towards West Sussex County Council Services

Infrastructure Contributions towards West Sussex County Council Services

ARUN

NOTE - Always refer to WSCC for the latest spreadsheet

[Last Template Revision - 27.07.09]

DC ref:	WSCC Code
Address	Littlehampton Market, Arun DC
Residential details from application	Development of redundant market site to provide 4 houses, 46 x flats and 477m2 retail space.
Any comments	Application is being appealed and we would like to submit a unilateral undertaking

Table below contains TOTAL housing mix. Contributions are determined by the NET dwellings increase

Private Houses					Other Social Houses - Shared Equity etc					Houses demolished				
Dwelling Size	Occupancy rate	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons		
1 bed	1.7	0	0	1 bed	1	0	1 bed	3	0	1 bed	0	0		
2 bed	1.6	0	0	2 bed	3	5.4	2 bed	1	0	2 bed	0	0		
3 bed	2.2	0	0	3 bed	1	2.2	3 bed	0	0	3 bed	0	0		
4 bed	2.7	0	0	4 bed	0	0	4 bed	0	0	4 bed	0	0		
5+ bed	3.0	0	0	5+ bed	0	0	5+ bed	0	0	5+ bed	0	0		
Totals		0	0	Totals	4	7.6	Totals	0	0	Totals	0	0		

Private Flats					Other Social Flats - Shared Equity etc					Flats demolished				
Dwelling Size	Occupancy rate	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons		
1 bed	1.2	19	22.8	1 bed	2	2.4	1 bed	3	3.6	1 bed	0	0		
2 bed	1.3	16	23.4	2 bed	0	0	2 bed	0	0	2 bed	0	0		
3 bed	1.7	0	0	3 bed	6	10.2	3 bed	0	0	3 bed	0	0		
4 bed	2.4	0	0	4 bed	0	0	4 bed	0	0	4 bed	0	0		
5+ bed	2.0	0	0	5+ bed	0	0	5+ bed	0	0	5+ bed	0	0		
Totals		37	46.2	Totals	6	12.6	Totals	3	3.6	Totals	0	0		

Dwellings Proposed	52
Dwellings Demolished	0

Worksheet completed by: AC

NET Dwellings Proposed	52
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10.11.09

WSCC SERVICES

Net Population Increase	70.0
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EDUCATION

Adjusted Population	23.4
*Child Product	0.1170
Education Locality	Littlehampton

LIBRARIES, FIRE & RESCUE SERVICE AND HOUSEHOLD WASTE & RECYCLING

**Adjusted Population	49.8
***Adjusted Dwellings	40
Library Locality	Littlehampton

The calculations above allow for deductions as applicable for :

EDUCATION

Adjusted Population - 1 Bed dwellings delineated as assuming no children living there

Social Rented Housing - population (excluding shared equity schemes) to be excluded as future occupants are assumed to be living locally and already service users

1 Bed dwellings - Nil child product for those not already excluded as social rented;

NB Sheltered and 55+ Age Restricted Housing - Calculations ignored - Nil child product assumed

***Child Product** - Adjusted population (taking account of above discounts) multiplied by average child product for houses of 14 children per year of age per 1000 persons and for flats of 5 children per year of age per 1000 persons

NET Population Increase - Population Increase in dwellings proposed minus population in Dwellings Demolished

****LIBRARIES and FIRE AND RESCUE SERVICE - Adjusted Population**

Social Rented Housing - population (excluding shared equity schemes) to be excluded as future occupants are assumed to be living locally and already service users

Demolition - Population lost

*****HOUSEHOLD WASTE AND RECYCLING - Adjusted Dwellings**

NET dwellings proposed excluding Social Rented housing

Calculation of Contributions IF Applicable - WSCC Service Departments to Confirm Need

Education contribution

	Year Groups	Ages	Cost Multiplier see note (i)	Child Product	Places Required	Per Year	Total
	Primary	4 to 11	£13,115	0.1170	0.8190	1534	£10,741
	Secondary	11 to 16	£19,762	0.1170	0.0000	2312	£0
	6th Form see note (ii)	16 to 18	£21,432	0.0632	0.0000	1354	£0

Notes:

- (i) West Sussex regionally adjusted OFCSF school building costs per pupil place - 2009/10
(ii) WSCC Average progression from year 11 to 12&13 - 54% x child product

Libraries contribution

Contributions According to Library Type - International Federation of Library Associations Floorspace/Service Standards

	Catchment Population	Extra space sq. m per 1000 persons	Adjusted Projected Population Increase	Additional Space Required	Cost Multiplier	Total
Littlehampton	20-30,000	30	49.8	1.49	£3,620	£5,408
Bognor Regis	30-65,000	30	0.0	0.00	£3,620	£0

Notes:

WSCC est'd cost of providing relatively small additions to the floorspace of existing library buildings (£3,620 per square metre as at 2009/2010). Where major capital projects are programmed the basis of calculating the contribution is related to the estimated cost of the project.

Fire & Rescue Service contribution

Southern Service Division			
	Projected Population 2016****	Adjusted Projected Population Increase	Cost Multiplier
Adur	60,529		
Arun	152,409		
Chichester	115,818		
Worthing	100,891		
Totals	429,647	49.8	£13
			£647

Notes:

WSSC est'd cost of providing relatively small additions to the floorspace of existing Fire Station buildings (£4,160 per square metre as at 2008/2009).

Where major capital projects are programmed the basis of calculating the contribution is related to the estimated cost of the project.

All cost estimates of projects are for 2008/2009 and will be subject to review.

The cost multiplier is calculated by dividing the total cost of necessary fire and rescue infrastructure by the projected population of the division in question by 2016

**** Projected Population 2016 source: WSSC projections, based on ONS mid-year estimate for 2006.

The installation costs of fire hydrants are excluded from the above and will continue to be required on developments as a direct cost to the developer as required under the Fire Services Act 2004

Southern Division Costs

Relocation of Littlehampton Fire Station	£4,000,000
Extension to Bognor Regis Fire Station	£400,000
(New Dimensions Facility)	£1,000,000
Training tower Findon Fire Station	£80,000
Roof ladder Training Rig	£50,000
Total	£5,530,000

Household waste and recycling sites contribution - At present not requesting contribution in Arun

Adjusted number of households in the development	40
Cost per household of providing the service (2002/03)	£100
Contribution required	£4,000

Total Access Demand (TAD) Contribution

Contributions Methodology - Residential

Existing Parking Spaces	
Proposed Parking Spaces	4
Net Parking Places	4

- (1) £800 per net parking space
(2) £400 per Net Population Increase
(3) Total Access = Floorspace/Occupancy

(1) Infrastructure Contribution	£3,200
(2) Sustainable Access Contribution	£26,400

Total Residential contribution	£0
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Contributions Methodology - Commercial

	Net Floorspace (sqm)	Occupancy	(3) Total Access	Parking Spaces provided	(2) Sustainable Access Contribution	(1) Infrastructure Contribution	Total
Offices		23	0.0000		£0	£0	£0
Industrial		37	0.0000		£0	£0	£0
Manufacturing		35	0.0000		£0	£0	£0
Warehousing		47	0.0000		£0	£0	£0
Totals	0		0.0000	0		Total Commercial contribution	£0

Worksheet completed by: AC
on: 10/11/2009
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