

THIS DEED OF NOMINATION RIGHTS is made the 11 day of May 2023

Between

- (1) **SYNERGY HOUSING LIMITED** (Community Benefit Society Number: 31447R) of Sarsen Court, Horton Avenue, Devizes, SN10 2AZ ("the **Registered Provider** " **RP**");
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN 15 7LF ("the **Council**")

1 DEFINITIONS

In this Agreement:

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| "Initial Let" | means the first tenancy of such newly constructed and previously unoccupied Rented Unit; |
| "Nominee" | means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit; |
| "Nomination List" | means the list to be supplied by the Council pursuant to clauses 3.4 and 3.11 (as may be updated from time to time in accordance with clause 3.18); |
| "Property" | means the land at West Sussex shown edged red on the attached plan. |
| "Rented Units" | means residential units in the form of flats/houses (which are not designated as Shared Ownership Units as defined in the following Section 106 Agreements: <ul style="list-style-type: none">- dated 21 November 2019 between (1) Arun District Council (2) West Sussex County Council and (3) Pibworth Holdings Limited as amended by the Deed of Variation dated 11 December 2020 between (1) Yapton Developments Limited (2) Arun District Council and (3) West Sussex County Council; and- dated 11 December 2018 between (1) Arun District Council (2) West Sussex County Council (3) Granite Gate Limited and (4) Pibworth Holdings Limited as amended by the Deed of Variation dated 29 January 2021 between (1) Yapton Developments Limited (2) Arun District Council and (3) West Sussex County Council |

"Subsequent Nominee"	means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.11;
"Tenancy Agreement"	means an assured Tenancy Agreement in a form prepared by the RP and containing terms which accord with the form of Tenancy Agreement being used by the RP from time to time for its general lettings;
"Vacancy Notice"	means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the date of this Agreement) the function of such notice being the notification to the Council by the RSL that the construction and fitting out of the Rented Unit is completed;
"Void"	means a Rented Unit 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 RP; (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with Homes England;
"Void Notice"	means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the date of this Agreement) the function of such a notice being the notification to the Council of a Void.

2 ENABLING PROVISIONS

This Agreement is made pursuant to s111 of the Local government Act 1972 s33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 1 of the Localism Act 2011 and all other enabling powers.

3 PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units.

Initial Lets

- 3.1 The Council will have nomination rights in respect of 100% of the Initial Lets
- 3.2 The RSL shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.

- 3.3 The RSL shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.
- 3.4 The Council shall within ten Working Days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.
- 3.5 The Nomination List to be served by the Council under clause 3.4 shall:
 - 3.5.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.5.2 indicate the priority for the housing of the Nominees.
- 3.6 The RP shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.4 within the period of ten Working Days of receipt of the Vacancy Notice.
- 3.7 The RP shall within five Working Days of the date of receipt of the Nomination List referred to in clause 3.4 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.8 If the selected Nominee fails to enter into a Tenancy Agreement within five Working Days of receipt of the RP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RP's offer and the RP shall select another Nominee within five Working Days of the date the Nominee is deemed to have rejected the RSL's offer and whereupon the procedure set out in clause 3.7 and this clause shall be repeated.
- 3.9 In the event of the second selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the time prescribed by clause 3.8 then the RP shall make an offer to a third Nominee and the procedure set out in clauses 3.7 and 3.8 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.10 The RP's obligations under clauses 3.1 to 3.9 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.7 to 3.9.

Voids

- 3.11 The Council will have nomination rights in respect of 75% of Voids
- 3.12 Should a Rented Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case:
 - 3.12.1 the RP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

3.12.2 within ten Working Days of receipt of the said notice the Council shall serve upon the RP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.5.

3.13 The RP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.11 within ten Working Days of receipt of the Void Notice.

3.14 Upon receipt of the Nomination List referred to in clause 3.11 the RP shall follow the procedure mutatis mutandis set out in clauses 3.7 to 3.9.

3.15 The RP shall not be obliged to follow the procedure set out in clauses 3.11 to 3.14 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

3.16 The RP shall give notification to the Council of the occurrence of the following events within five Working Days of their occurrence:

3.16.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 Working Days of an offer being made;

3.16.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

3.16.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;

3.16.4 a person accepting an offer of a tenancy from the RP;

3.16.5 the RP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.22.

3.17 In the event of a notice being served pursuant to clause 3.16 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.

3.18 Within ten Working Days of the Council receiving notice served in accordance with clause 3.16 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.5.

3.19 If the Council shall within the period mentioned in clause 3.18 notify the RP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RP of a suitable replacement Nominee or Subsequent Nominee within 10 Working Days of the said notification

3.20 The RP shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.

3.21 On 1 April, 1 July, 1 October and 1 January in each year the RP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RP and the Council.

3.22 The RP shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RP the grant of a Tenancy Agreement to such Nominee would be in contravention of the RP's registered rules or its letting criteria.

3.23 The Council shall immediately notify the RP in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.

3.24 When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.

3.25 The Council and the RP agree that the nomination rights contained in this Agreement may be varied from time to time but only by agreement in writing by the parties.

4 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 have been deemed to have been served two Working Days after posting First Class.

5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

The RP shall use reasonable endeavours ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Homes England under its statutory powers shall enter into a similar Agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

6.1 The provisions in this Agreement shall not be binding on:

6.1.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each Receiver)) of the whole or any part of the Rented Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver

6.1.2 any tenant in circumstances where any tenant exercises a right to buy or a right to acquire under the Housing Act 1985 or the Housing Act 1996 or 2004 or any similar or substitute right applicable

6.1.3 any mortgagee, chargee or successors in title to any party referred to at clauses 6.1.2 or any person deriving title through or under that party including their mortgagee or chargee

7 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 the President for the time being of the chartered Institute of Housing.

8 COSTS

The RP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Agreement.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

9.1 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers; and

9.2 the obligations contained in this Agreement are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning

EXECUTED as a deed by Clarke Willmott LLP acting by ... a member, as attorney for and on behalf of SYNERGY HOUSING LIMITED under a power of attorney dated 20th April 2023 in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Attorney Signature

(033015)

GEMMA HAWKINS

Clarke Willmott Blackbrook Gate, Blackbrook Park Avenue, AI LPG

Admin Assistant



Exhibit as a Deed by Attaching

~~SEALED~~ with the COMMON SEAL of
ARUN DISTRICT COUNCIL in the
presence of:

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JYINA AHMED
Deputy

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24/2023
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