

Schedule 1

PLANS

Plan 1 : Site Location and Ownership Plan

Plan 2 : Proposed Site Plan

Plan 3 : Highway Works Plan

Plan 4: Existing Accessway Plan

Schedule 2

OBLIGATIONS BY THE OWNERS AND THE DEVELOPER

Part 1

HIGHWAY WORKS TRAFFIC REGULATION ORDER SUM

1. The First Owner and the Developer hereby covenant and agree with the District Council and the County Council:
 - 1.1 To pay to the District Council (who shall receive it on behalf of the County Council) the Highway Works Traffic Regulation Order Sum before the Commencement Date together with a fully completed Payment Notice
 - 1.2. Not to Commence or cause or allow the Commencement of the Development until the Highway Works Traffic Regulation Order Sum has been paid to the District Council in full together with a fully completed Payment Notice
2. The Second Owner hereby covenants and agrees with the District Council and the County Council not to Commence or cause or allow the Commencement of the Car Park until the Highway Works Traffic Regulation Order Sum has been paid in accordance with paragraph 1 above
3. It is acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Highway Works Traffic Regulation Order Sum to compensate it for all work done by the County Council's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement including, without limitation, the processing and obtaining of All Requisite Consents and any necessary advertisements.

Part 2

AFFORDABLE HOUSING

The First Owner and the Developer hereby covenant and agree with the District Council:

1. To provide within the Development the Affordable Housing Units in accordance with the Affordable Housing Mix designed and constructed in accordance with appropriate sustainable development policies or design and quality standards as may replace said standards and are applied by Homes England in respect of the relevant type and tenure of Affordable Housing Units at the time of Commencement of Development
2. To provide a vehicular and pedestrian access and connections to adequate foul and surface water sewers and water gas electricity and telecommunication service systems to the Affordable Housing Units linking in each case to the estate roads sewers and service systems to be constructed and laid as part of the remainder of the Development and connected ultimately to highways and sewers maintainable at the public expense
3. To use reasonable endeavours to reach an agreement with a Registered Provider or providers regarding the Disposal of the Affordable Housing Units (and in the case of those that are houses any related Affordable Housing Land they are situated upon including any relevant garden land) prior to the Commencement of Development and to notify the District Council of any such agreement entered into or the failure to reach agreement and the reasons for this
4. If no agreement has been reached at the expiration of such period of 6 (six) months from the date the First Owner and the Developer first approaches the Registered Provider pursuant to paragraph 3 of this Part 3 to serve notice upon the District Council confirming that no agreement has been entered into and the reasons for this and the District Council shall be entitled to nominate a Registered Provider or providers for the purpose within three months of the First Owner' and or Developer's notification under paragraph 3 of this part

5. Upon reaching agreement with any Registered Provider or providers (whether pursuant to paragraph 3 or paragraph 4) above to use all reasonable endeavours to transfer the relevant Affordable Housing Units and any relevant Affordable Housing Land ready for Occupation to said Registered Provider or providers as soon as reasonably practicable and substantially in the form of the terms of the said agreement
6. Not to Occupy or cause or allow the Occupation of more than 75 per cent of Open Market Units erected or to be erected on the Site as part of the Development before the construction completion and transfer of the Affordable Housing Units ready for Occupation to a Registered Provider shall have been completed in accordance with this clause 6 and written evidence of such completion delivered to the District Council
7. Within any transfer of any Affordable Housing Units to the Registered Provider or other body agreed or determined in accordance with paragraph 3 and 4 of this part:
 - 7.1 in respect of the Social Rented and or Affordable Rented Units to require or procure the execution by the Registered Provider and delivery to the District Council of a deed of nomination substantially (but subject to such amendments as may be agreed between the Registered Provider and the District Council) in the form set out in Schedule 5
 - 7.2 in respect of the Shared Ownership Units or any alternative form of shared equity units where a Help to Buy Scheme is in place within 14 days of such transfer to procure that the Registered Provider gives notice in writing to the Help to Buy Agent of such transfer
8. To take all reasonable and prudent steps to avert the repossession of any Affordable Housing Unit by any chargee or mortgagee or the exercise by any chargee or mortgagee of a power of sale and for these purposes in the event of default under the charge or security or likely default to co-operate fully with the District Council and Homes England to attempt to arrange a transfer of the Affordable Housing Unit with sitting tenants to another Registered Provider or (at the District Council's option) to the District Council and in particular shall inform the District Council immediately in the event of the First Owner or the Developer receiving notification from such chargee or mortgagee of any breach or alleged breach by the First Owner or the Developer of any of its obligations under its security

9. That in the event of a default under any security referred to in paragraph 8 or in other circumstances warranting the intervention of Homes England (whether or not under the Housing and Regeneration Act 2008) nothing in this schedule shall prevent the disposal of any Affordable Housing Unit to another Registered Provider
10. Subject to and without prejudice to the powers and requirements of Homes England under the Housing and Regeneration Act 2008 that in the event of a default under any security referred to in paragraph 8 nothing in this Schedule shall prevent the disposal of any Affordable Housing Unit by the chargee or mortgagee in the exercise of its power of sale or by any receiver appointed by such charge or mortgagee provided that the chargee or mortgagee or its receiver shall have first followed the procedure set out in paragraph 11 of this part
11. The procedure referred to in paragraph 10 shall be as follows:
 - 11.1 the chargee or mortgagee ("the Mortgagee") or its receiver/administrator shall give not less than 28 days prior written notice ("the Moratorium Period") to the District Council of its intention to exercise its power of sale (or take such other action as is available to it) to enable the District Council to attempt to secure the disposal of the Affordable Housing Unit/s to another Registered Provider or to the District Council or to a Housing Provider ("the Mortgagee Notice")
 - 11.2 the District Council shall then have four weeks from expiration of the Moratorium Period within which to respond to the Mortgagee Notice indicating that arrangements for the disposal of the Affordable Housing Unit can be made in such a way as to safeguard the social housing character of the Affordable Housing Unit
 - 11.3 if within the four weeks referred to in paragraph 11.2 above the District Council does not serve a response to the Mortgagee Notice then the Mortgagee or its receiver/administrator shall be entitled to exercise its power of sale (or exercise such other remedy available to it which result in the disposal of the Affordable Housing Unit) free of the restrictions in this Agreement requiring the subject dwelling/dwellings to be disposed or occupied of as an Affordable Housing Unit (and for the avoidance of doubt

any successor in title to the unit/units sold under this paragraph shall take free from the same)

- 11.4 if the District Council serves its response to the Mortgagee Notice indicating that arrangements can be made in accordance with paragraph 11.2 then the Mortgagee or its receiver/administrator shall co-operate with such arrangements and use all reasonable endeavours to secure such disposal and PROVIDED THAT having co-operated and used all reasonable endeavours the Mortgagee or its receiver/administrator shall be entitled to exercise its power of sale (or exercise such other remedy available to it which result in the Disposal of the Affordable Housing Unit/s) free of the restrictions in this Agreement requiring the subject dwelling/s to be disposed or occupied of as an Affordable Housing Unit/s if there has been no exchange of contracts with a Registered Provider, Housing Provider or the District Council as the case may be 3 months (or such other period as the Mortgagee or its receiver/administrator and the District Council agree) after the Mortgagee Notice is received and any subsequent purchasers from the Mortgagee or its receiver/administrator exercising its rights under this paragraph shall also take free of the restrictions in this Agreement requiring the subject dwelling/s to be disposed or occupied of as an Affordable Housing Unit/s AND PROVIDED THAT the failure to exchange contracts is not due to unreasonable delay or behaviour on the part of the Mortgagee.
- 11.5 if the Mortgagee or its receiver/administrator does not wish to exercise its power of sale or any other remedy at any time after the giving of the Mortgagee Notice or the District Council does not wish to continue with the exercise of its powers under paragraph 11.4 after the giving of its response under paragraph 11.2 that party shall give to the other not less than seven days' written notice of its intention to discontinue
- 11.6 if the District Council discontinuing its action under paragraph 11.5 the Mortgagee or its receiver/administrator and any purchaser from the Mortgagee or its receiver/administrator exercising its rights under paragraph 11.4 shall also take free of the restrictions in this Agreement requiring the subject dwelling/s to be disposed or occupied of as an Affordable Housing Unit/s PROVIDED THAT the three month period (or such other period as the Mortgagee or its receiver/administrator and the District Council agree) after the Mortgagee Notice is received has passed OTHERWISE the District Council may identify another Registered Provider, Housing Provider or itself to take a transfer

and notify the Mortgagee or its receiver/administrator within two weeks and the provision in paragraph 11.4 shall then apply BUT FOR THE AVOIDANCE OF DOUBT this paragraph shall not extend the three month period referred to in paragraph 11.4

12. Without prejudice to the provisions of paragraphs 1 to 11 to notify the District Council immediately in the event of service of any notice order or direction served made or given under sections 144, 220 and 266 of the Housing and Regeneration Act 2008
13. In the event that the Registered Provider or other body agreed or determined in accordance with paragraph 3 and 4 fails to complete the transfer of the Affordable Housing Units by no later than the first occupation of the first Open Market Unit to be occupied or if the District Council fails to nominate a Registered Provider before the first occupation of the first Open Market Unit to be occupied the First Owner and Developer shall be entitled to dispose of the Affordable Housing Units to a Registered Provider or providers of its choosing subject to the written approval of the District Council and the provisions of paragraphs 7 to 14 inclusive shall apply to such Disposal
14. Not to dispose of or cause or allow the disposal of any Affordable Rented Housing Unit other than:
 - (a) by way of an assured tenancy complying with the guidance given by Homes England (for the relevant type of rented unit) or by way of shared ownership lease or pursuant to such shared ownership, shared equity or newbuild homebuy arrangements as shall apply to the relevant Affordable Housing Unit or such other form of occupancy agreement approved for use by a Registered Provider by Homes England; or
 - (b) by way of any statutory or contractual right to buy or the preserved right to buy/acquire under the Housing Associations Act 1985, the Housing Act 1996 or the Housing and Regeneration Act 2008 or otherwise by way of any statutory or contractual right to buy/acquire to the preserved right to buy/acquire under the Housing Association Act 1985, the Housing Act 1996 or the Housing and Regeneration Act 2008 or otherwise or any right to "staircase" to full freehold or leasehold ownership by the acquisition of additional equity in the Affordable Housing Unit;

- (c) by way of shared ownership lease or under the Governments Help to Buy Scheme (or under similar arrangements to the Government's Help to Buy Scheme) or under discounted purchase arrangements approved by Homes England;

AND

- (d) in the case of an Affordable Housing Unit to an individual residential purchaser tenant or occupant who (unless the District Council shall acting reasonably otherwise agree in writing) satisfies the qualifications set out below namely that the person(s):
- (i) is an individual or are individuals;
 - (ii) is considered in their reasonable opinion by the District Council or the Registered Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit and in accordance with the Nomination Agreements referred to in paragraph 7 of this Schedule;
 - (iii) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the District Council;
 - (iv) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the District Council or the Registered Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home; and
 - (v) has a Local Connection

15. Subject to paragraphs 10 and 11 above not to use or allow the Affordable Housing Units to be used for any purpose other than for Affordable Housing PROVIDED THAT this obligation (and that at paragraph 14 above) shall cease to apply to and shall not be enforceable against any lessee or purchaser of an Affordable Housing Unit or their successors in title or their Mortgagee or its receiver/administrator where the lessee or purchaser acquires the relevant Affordable Housing Unit pursuant to any statutory right

to buy or acquire or where the tenant of any Shared Ownership Unit (or their mortgagee) has staircased to 100% equity in the relevant Dwelling.

Part 3

Highway Works

1. The First Owner and the Developer covenant with the County Council not to Commence or permit Commencement of the Development until a Stopping Up Works scheme has been submitted to and approved by the County Council
2. The Second Owner covenants with the County Council not to Commence or permit Commencement of the Car Park until a Stopping Up Works scheme has been submitted to and approved by the County Council
3. Once the County Council has approved a Stopping Up Works scheme (**"the Approved Stopping Up Works Scheme"**) the First Owner and the Developer shall obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council
4. The First Owner and the Developer covenant with the County Council not to Commence or permit Commencement of the Development until the Stopping Up Works have been completed in full in accordance with the Approved Stopping Up Works Scheme to the satisfaction of the County Council
5. The Second Owner covenants with the County Council not to Commence or permit Commencement of the Car Park until the Stopping Up Works have been completed in full in accordance with the Approved Stopping Up Works Scheme to the satisfaction of the County Council
6. The First Owner and the Developer covenant with the County Council that they shall submit to the County Council for written approval a Highway Works scheme detailing the Highway Works prior to Commencement of the Development

7. Once the County Council has approved a Highway Works scheme (**"the Approved Highway Works Scheme"**) the First Owner and the Developer shall obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council
8. The First Owner and the Developer covenant with the County Council and the District Council not to Commence or cause or allow the Commencement of the Development until the Highway Works have been completed in full in accordance with the Approved Highway Works Scheme to the satisfaction of the County Council
9. The Second Owner covenants with the County Council and the District Council not to Commence or permit Commencement of the Car Park until the Highway Works have been completed in full in accordance with the Approved Highway Works Scheme to the satisfaction of the County Council

Part 4

Estate Roads and Accessway/Existing Accessway

1. Prior to the Commencement Date the First Owner and the Developer shall submit to the County Council for approval a plan confirming the intended status of the Estate Roads and associated footways, footpaths and cycleways including the Accessway (for the avoidance of doubt no roads, footways, footpaths and cycleways will be offered for adoption under section 38 of the Highways Act 1980) and showing them as remaining private. Any plan should also include details of surfacing, materials and construction of the Estate Roads.
2. Prior to the Occupation Date the First Owner and the Developer shall submit to the County Council:
 - 2.1 the name and contact details of the Estate Roads Management Company; and
 - 2.2 a schedule for approval of the street furniture that the Estate Roads Management Company will be responsible for maintaining and a regime of maintenance

- 2.3. It is agreed by the First Owner and the Developer with the County Council that all Estate Roads that are stated to be privately maintained by the First Owner/Developer or the Estate Roads Management Company shall be:
- 2.3.1 constructed to a standard that is suitable for its intended use;
 - 2.3.2 maintained by the First Owner/Developer or the Estate Road Management Company at their own expense in good and substantial repair and condition; and
 - 2.3.3 shall not be dedicated by the First Owner/Developer or the Estate Roads Management Company as a public highway or become a private street (as defined in the New Roads and Street Works Act 1991)
3. Upon completion of the construction of the Estate Roads, and if the Accessway has not been adopted under a Section 38 Agreement, the First Owner/Developer will provide a report to be prepared and signed by a Chartered Engineer at their own expense to confirm that the construction of the privately maintained Estate Roads and Accessway have been designed and built to a suitable standard for their intended use.
4. The First Owner and the Developer covenant with the County Council:
- 4.1 that the privately maintained Estate Roads shall remain open and unobstructed at all times and available for use by both residents of the Development and members of the public on foot by bicycle and by vehicles as appropriate and in the latter case without charge; and
 - 4.2 to erect and maintain signs in positions agreed with the County Council advising the public that they are permitted to use the privately maintained Estate Roads on foot by bicycle and by vehicles but that it is not a public highway so as to prevent the dedication of the privately maintained Estate Roads and to prevent any presumption of dedication (whether arising under section 31 of the Highways Act 1980 or otherwise).

5. The First Owner and the Developer covenant with the County Council that the Accessway shall remain open and unobstructed at all times to members of the public on foot by bicycle and by vehicles as appropriate and in the latter case without charge;
6. The Second Owner covenants with the County Council that the access between the Existing Accessway and Stopham Road shall be restricted to use by Service Vehicles PROVIDED THAT this covenant shall not affect any right of access or other rights over the Existing Accessway benefitting any person other than Network Rail including without limitation rights benefitting the Railway Cottages.

Part 5

Car Park

1. The First Owner and the Developer covenant with the District Council not to Commence or permit Commencement of the Development until the Car Park Scheme has been submitted to and approved by the District Council (**"the Approved Car Park Scheme"**)
2. The Second Owner and the Developer covenant with the District Council not to Commence or permit Commencement of the Car Park until the Approved Car Park Scheme has been submitted to and approved by the District Council
3. Prior to practical completion of the eighth Dwelling the Developer shall Commence and the Second Owner shall permit Commencement of the Car Park in accordance with the Approved Car Park Scheme (or any subsequent variations of the same agreed with the District Council)
4. The First Owner and the Developer covenant with the District Council not to Occupy or allow Occupation of the first Dwelling until the Car Park has been provided in full in accordance with the Approved Car Park Scheme (or any subsequent variations of the same agreed with the District Council) to the satisfaction of the District Council
5. The Second Owner and the Developer covenant with the District Council to manage and maintain the Car Park in accordance with the Approved Car Park Scheme (or any

subsequent variations of the same agreed with the District Council) while Pulborough Railway Station remains in operation.

6. The First Owner and the Developer covenant with the District Council and the County Council that they will not restrict vehicle, pedestrian and cycle access along the Estate Roads and shall use reasonable endeavours to ensure that unrestricted access for vehicles, pedestrians and cycles along the Estate Roads remains available in perpetuity thereafter to allow public access to, and use of, the Car Park.
7. The Second Owner and the Developer covenant with the District Council that they shall ensure that step-free pedestrian access between the Car Park and the western station platform is provided and they will not restrict such access or access to the Car Park and will ensure that such accesses remains available while Pulborough Railway Station remains in operation PROVIDED THAT the obligation in this paragraph is subject to all regulatory consents having been obtained and agreements entered into which are necessary to enable the obligation lawfully to be complied with.

Schedule 3

OBLIGATIONS BY THE DISTRICT COUNCIL

1. The District Council hereby covenants and agrees with the First Owner and the Developer to transfer the Highway Works Traffic Regulation Order Sum to the County Council within a reasonable period after receipt by the District Council of a written request by the County Council.

Schedule 4

OBLIGATIONS BY THE COUNTY COUNCIL

1. The County Council hereby covenants and agrees with the Owners and the Developer to use the Highway Works Traffic Regulation Order Sum towards to making of the Traffic Regulation Order.

Schedule 5

DATED 2018

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION

for

XX Social Rented/Affordable Rented Units

at

West Sussex

Horsham District Council
Parkside
Chart Way
Horsham
West Sussex
RH12 1RL
DX 57609 HORSHAM 6

Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 2018
BETWEEN:

(1) ("the REGISTERED PROVIDER") and

(2) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham West Sussex RH12 1RL
("the Council")

1. Definitions

In this Deed the following expressions shall have the following meanings:

- 1.1 **"Exempted Void"** means a Void which has occurred as a result of the Council transferring the previous tenant to more suitable accommodation to meet that tenant's needs
- 1.2 **"HCA"** means the Homes and Communities Agency (or any successor organisation or body, as the case may be)
- 1.3 **"Initial Let"** means the first tenancy or lease of a newly constructed and previously unoccupied Unit
- 1.4 **"Local Connection"** means in relation to an individual
 - 1.4.1 such individual
 - 1.4.1.1 immediately before taking up occupation of a Unit had his only or principal home in the parish of **TBA** for a continuous period of not less than two years
 - 1.4.1.2 a member of his household has a parent adult child brother or sister whose only or principal home is and has been for a

continuous period of not less than two years in the parish of **TBA**
and he wishes to be near that relative or

1.4.1.3 is and has been permanently employed in the parish of **TBA** for
a continuous period of not less than three years

PROVIDED THAT where no person or insufficient persons can be identified as
having a connection with the parish of as outlined above and in accordance with
the nomination agreement then the district of Horsham shall be substituted for
the parish of

Or such other person as may be approved by the Council and is
registered on the Council's housing waiting list.

- 1.5 **"Nominee"** means a person who referred by the Council who satisfies the Local
Connection and is considered by the Council as being suitable for taking a Tenancy
Agreement of a Rented Unit taking into account any restrictions on occupancy set out in
the S106 Agreement and **"Nominees"** shall be construed accordingly
- 1.6 **"Planning Permission"** means the permission issued by the Council as local planning
authority under reference DC/16/0728
- 1.7 **"Registered Provider"** as defined in the Housing & Regeneration Act 2008
- 1.8 **"Rented Units"** means () constructed upon the Site each of which is to be offered
under a Tenancy Agreement
- 1.9 **"S106 Agreement"** means the agreement relating to the Site and dated () and
made between (1) (2) Horsham District Council and any subsequent
supplemental agreements varying it thereafter
- 1.10 **"Site"** means the land () shown edged red on the attached plan
- 1.11 **"Subsequent Nominee"** means a Nominee to be offered a Tenancy Agreement or
Assignment pursuant to Clause 3.9

- 1.12 **"Tenancy Agreement"** means an assured Tenancy Agreement in a form prepared by the Registered Provider and containing terms which accord with the form of Tenancy Agreement being used by the Registered Provider from time to time for its general lettings or such other form of tenancy as the Registered Provider specifies (acting reasonably)
- 1.13 **"Units"** means any of the Rented Units and "Unit" will be construed accordingly
- 1.14 **"Vacancy Notice"** means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within five weeks from the date of this Deed) the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Unit is completed
- 1.15 **"Void"** means a Rented Unit which is vacant as a result of the tenant vacating the Rented Unit
- 1.16 **"Void Notice"** means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within four weeks from the date of this Deed) 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 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 Units

Initial Lets

- 3.1 The Registered Provider shall give the Council written notice of the date when the Initial Let Units will be ready for occupation
- 3.2 The Registered Provider shall serve on the Council a Vacancy Notice in respect of the Unit prior to such newly constructed and previously unoccupied Unit becoming available for occupation
- 3.3 The Council shall within ten working days of receipt of a Vacancy Notice serve upon the Registered Provider details of a Nominee
- 3.4 Details of a Nominee served by the Council shall :
 - 3.4.1 specify the appropriate category of Unit to which it relates and
 - 3.4.2 The Registered Provider shall within ten working days of the date of receipt of the Nomination List referred to in Clause 3.3 select a Nominee from the Nomination List taking into account the priority for housing indicated by the Council and shall use its reasonable endeavours to arrange viewing of the relevant Affordable Rented Unit and offer a Tenancy Agreement to such selected Nominee
- 3.5 The Registered Provider shall have the right to let/grant the Initial Let in respect of the Units to persons of its own choosing (subject to provisions within the Section 106 Agreement) in the event of the Council's failure to serve details of the Nominees within the period of ten working days of receipt of the Vacancy Notice
- 3.6 The Registered Provider shall within ten working days of the date of receipt of the details of the Nominee use its reasonable endeavours to arrange viewing of the Unit and offer a Tenancy Agreement to the Nominee
- 3.7 If the Nominee fails to enter into a Tenancy Agreement within ten working days of receipt of the Registered Provider's offer of a Tenancy Agreement that Nominee shall be

deemed to have rejected the Registered Provider's offer and the Registered Provider shall select another Nominee whereupon the procedure set out in Clause 3.3 to 3.6 shall be repeated but for the purposes of this Clause 3.7 the ten day period referred to in those Clauses 3.3 to 3.6 shall be reduced to five days

- 3.8 If the Registered Provider offer of a Tenancy Agreement is deemed to have been rejected the procedure set out in clause 3.3 to 3.7 shall be repeated but for the purposes of this Clause the ten day period referred to in Clauses 3.3 to 3.6 shall be reduced to five working days
- 3.9 In the event a second Nominee fails to accept the Registered Provider's offer of a Tenancy Agreement within the time prescribed by Clause 3.7 then the Registered Provider shall continue to offer Tenancy Agreements to subsequent Nominees; the procedure set out in Clause 3.3 to 3.7 shall apply but for the purposes of this clause the ten day period referred to in those Clauses 3.3 to 3.7 shall be reduced to five working days.
- 3.10 The Registered Provider shall have the right to let the Initial Let in respect of the Unit to persons of its own choosing (subject to the provisions within the S106 Agreement) in the event of the Council's failure to serve details of the Nominees within the period of ten working days of receipt of the Vacancy Notice or if the Units have been offered to Nominees in accordance with the clauses above.

Voids

- 3.11 Should a Rented Unit 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
- 3.11.1 the Registered Provider shall serve a Void Notice in respect of the relevant vacant Unit upon the Council and
- 3.11.2 within five working days of receipt of the said notice the Council shall serve upon the Registered Provider details of a Nominee

- 3.12 The Registered Provider shall have the right to let the relevant vacant Unit to a person of its own choosing (subject to the provisions within the S106 Agreement) in the event of the Council's failure to serve details of a Nominee referred to in Clause 3.11 within five working days of receipt of the Void Notice
- 3.13 Upon receipt of the details of a Nominee referred to in Clause 3.11 the Registered Provider shall follow the procedure set out in Clauses 3.5 to 3.10 PROVIDING THAT except where the Void is an Exempted Void on each and every occasion that 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Units) have been let the Registered Provider shall not be required to follow the procedure set down in Clauses 3.11 -3.13 and the Registered Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Units) to a person of its own choosing (subject to the provisions within the S106 Agreement)
- 3.14 Where the Void is an Exempted Void the Registered Provider shall follow the procedure set out in Clauses 3.6 to 3.9 notwithstanding that 75% of the total number of Rented Units have been let

Provision of information

- 3.15 The Registered Provider shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
- 3.15.1 a Nominee or Subsequent Nominee failing to view a Unit within 10 working days of an offer being made
 - 3.15.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement
 - 3.15.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement

- 3.15.4 a person accepting an offer of a tenancy from the Registered Provider
- 3.15.5 the Registered Provider rejecting a Nominee or Subsequent Nominee in accordance with Clause 3.20
- 3.16 Within five working days of the Council receiving notice served in accordance with Clause 3.15 above save for notice under 3.15.4 the Council shall serve upon the Registered Provider the name and address of a Nominee or Subsequent Nominee to include the information set out in Clause 3.4
- 3.17 If the Council shall within the period mentioned in Clause 3.16 notify the Registered Provider that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the Registered Provider of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable
- 3.18 The Registered Provider shall have the right to let a Unit to a person of its choosing (subject to the provisions within the S106 Agreement) if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Unit
- 3.20 The Registered Provider 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 Registered Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria
- 3.21 When calculating percentage for the purposes of this Deed percentage in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down
- 3.22 The Council and the Registered Provider agree that the nomination rights contained in this Deed 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

5. **Transfers to other Registered Providers**

The Registered Provider shall ensure that any Registered Provider to which the Site and Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council

6. **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

7. **Costs**

The Registered Provider agrees with the Council to pay the legal costs which the Council incurs in preparing and entering into this Deed

8. **Agreements and declarations**

The parties agree:

- 8.1 nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 8.2 the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982

9. Restrictions on Nominations

9.1 The restrictions to be taken into account when serving upon the Registered Provider details of Nominees as set out in the S106 Agreement include the following:

9.1.1 Not to dispose of or cause or allow the disposal of any Affordable Housing Unit other than to an individual residential purchaser tenant or occupant who (unless the District Council shall acting reasonably otherwise agrees in writing) satisfies the qualifications set out below namely that the person(s):

- (i) is an individual or are individuals;
- (ii) is considered in their reasonable opinion by the District Council or the Registered Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit;
- (iii) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the District Council;
- (iv) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the District Council or the Registered Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home;
- (v) has a Local Connection in respect of the Units

9.2 Where there is any discrepancy between this Deed and the s106 Agreement the S106 Agreement shall take priority

10. Exclusion Clause

The provisions of this Deed shall not be binding nor enforceable against any of the following:-

- 10.1 Any person who shall exercise a statutory right to buy or acquire any Unit;
- 10.2 Any 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 of a Registered Provider provided that such party so appointed shall have first complied with the procedure in clause Schedule 2 part 3 of the S106 Agreement
- 10.3 Any and all successors in title from the persons specified in clauses 10.1 – 10.2 above"

Executed as a Deed

By fixing the common seal of

()

in the

presence of:-

Authorised Signatory

SEALED WITH THE COMMON SEAL OF

HORSHAM DISTRICT COUNCIL

in the presence of

Authorised Signatory

Schedule 6

Payment Notice

Payment of monies due under a Section 106 Agreement

Please answer all the questions

1. Payment made by/on behalf of
2. Land at:
.....
Planning Reference:
3. Agreement dated
4. Obligation in Agreement
 - (a) Clause No.
 - (b) Contribution towards:
 - (c) Amount of contribution due: £
 - (d) Date upon which contribution is due
 - (e) Amount of contribution enclosed

IN WITNESS whereof this Deed has been duly executed the day and year first hereinbefore mentioned

EXECUTED AS A DEED BY
GEORGE HENRY RICHARDS

In the presence of

Witness Signature

Witness Name

Witness Address

EXECUTED AS A DEED BY

WILLOWMEAD (PULBOROUGH) LIMITED

Acting by

DAVID PHILIP RYMER

Director

~~Director / Secretary~~

The Common Seal of

NETWORK RAIL INFRASTRUCTURE LIMITED

was affixed to this deed in the presence of

.....

ASSISTANT COMPANY SECRETARY

Authorised Signatory as approved
by a resolution of the board of
Network Rail Infrastructure Limited
on 19 October 2015



SEAL NO.
40571

SEALED WITH THE COMMON SEAL OF
HORSHAM DISTRICT COUNCIL

in the presence of

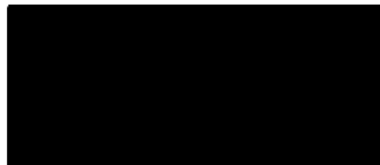


Authorised Signatory



SEALED WITH THE COMMON SEAL OF
WEST SUSSEX COUNTY COUNCIL

in the presence of



Authorised Signatory



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16814



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