APPENDIX 1 - PLAN

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Site Plan

Land at 69-75 Brighton Road, Shoreham-By-Sea

19-25 Salisbury Square, Old Hatfield, Herts, AL9 5BT | wallerplanning.com | info@wallerplanning.com | © Waller Planning Ltd, 2023

Drg: 361/002 A
Scale:1:500 @ A3
Date:May 2023

10 metres

waller planning

APPENDIX 2 – PLAN SHOWING LOCATION OF THE FOOTPATHS

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Land Registry Boundaries and Footpaths Plan

Land at 69-75 Brighton Road, Shoreham-By-Sea

Drg: 361/001
Scale:1:500 @ A3
Date:May 2023

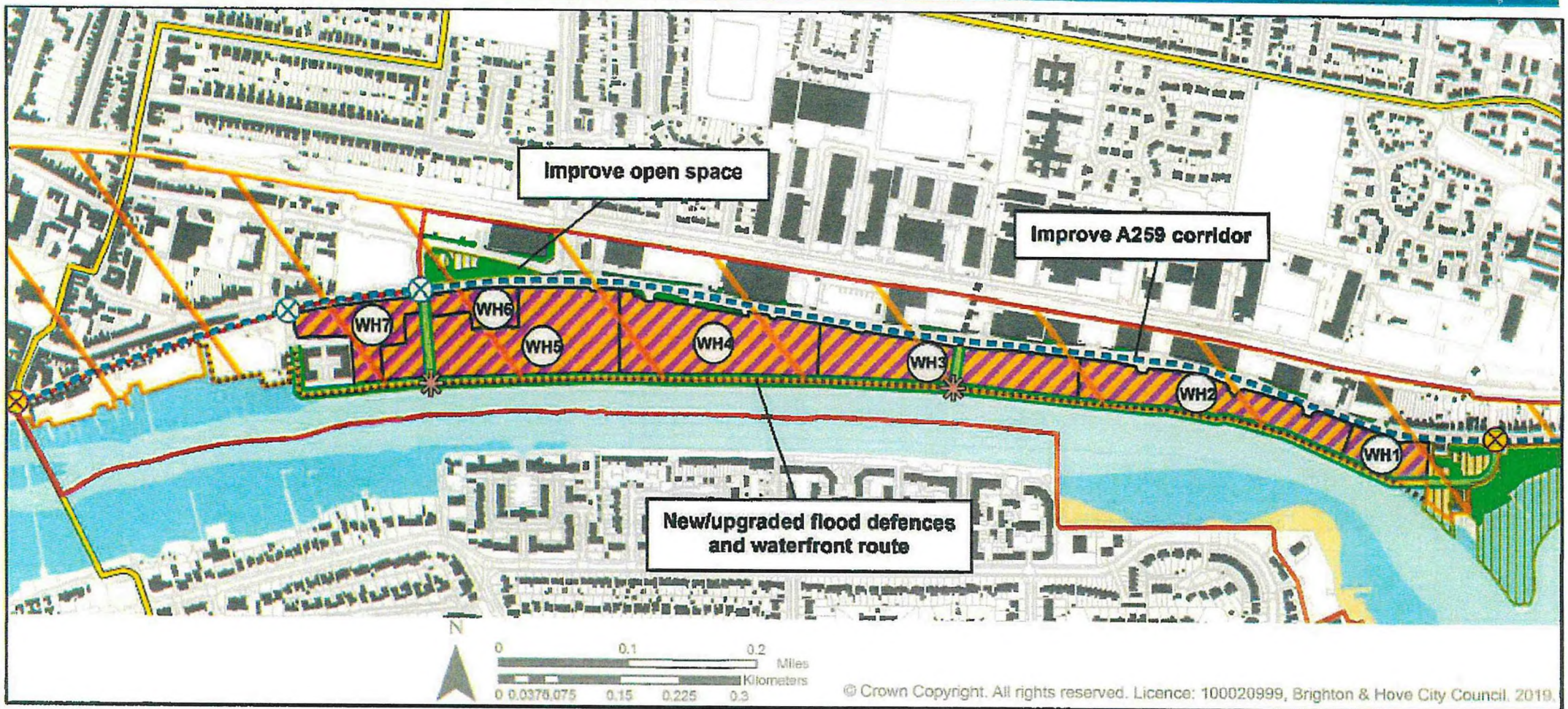
10 metres

planning

19-25 Salisbury Square, Old Hatfield, Herts, AL9 5BT | wallerplanning.com | info@wallerplanning.com | © Waller Planning Ltd, 2023

APPENDIX 3 – PLAN SHOWING RIVERSIDE FOOTPATH NETWORK

Map 12 – CA7: Western Harbour Arm



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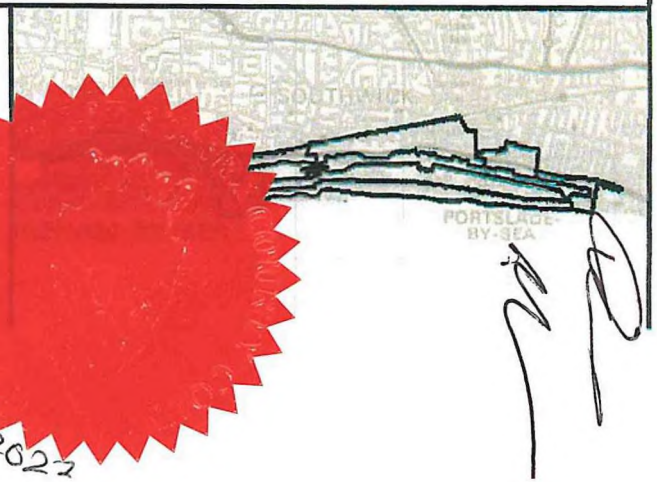
- Shoreham Harbour Regeneration Area
- Allocation
- Residential (proposed)
- Employment (proposed)
- Shoreham Heat Network Area
- Green corridor (proposed)
- Village Green
- New/upgraded flood defences (proposed)
- Priority corridor (transport/public realm)
- Waterfront route (indicative)
- National Cycle Route No2
- Potential pedestrian cyclist bridge
- Pedestrian/cyclist gateway
- Junction improvements
- Public art opportunity (indicative)



APPENDIX 4 – DRAFT NOMINATIONS AGREEMENT

DATED **201[ ]**

[ ]

and

[ ]

NOMINATIONS AGREEMENT

FOR

AFFORDABLE RENTED UNITS

LAND AT

[ ]

Legal Services

Ref:

THIS Deed is made the day of 201[ ]

BETWEEN

(1) [ ] an industrial and provident society with registration number [ ] whose registered office is at [ ] ("the Registered Provider")

and

(2) [ ] of [Insert address] ("the Council")

BACKGROUND

A The Council is the Local Housing Authority for the purposes of Part 1 of the Housing Act 1985 and the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) and by whom the terms, provisions and obligations created under this Deed are enforceable

B The Registered Provider is a registered provider within the meaning of Section 80 of the Housing and Regeneration Act 2008 and National Planning Policy Framework (NPPF) and is registered under the Industrial and Provident Societies Act 1965 with the registered number [ ]

C [*The Registered Provider is the leasehold owner of the Land and applied to the Local Planning Authority to develop the Land pursuant to the Planning Permission*]. [*The Registered Provider is the freehold owner of the Land and applied to the Local Planning Authority to develop the Land pursuant to the Planning Permission*] [delete/amend as appropriate]. On [date] the Council's Planning Committee resolved to grant the Planning Permission subject to the completion of an agreement under Section 106 of the Town and Country Planning Act 1990 (as amended).

D On [ ] the agreement under Section 106 of the Town and Country Planning Act 1990 was entered into by the Registered Provider and the Council. The agreement required, inter alia, the provision of 100% of the Units on the Land be provided as Affordable Housing with the further detailed provisions to be agreed.

D The Registered Provider and Council now wish to enter into this Deed for the purpose of agreeing further detailed provisions of the Affordable Housing.

E The Registered Provider and Council will also enter a separate deed in respect of nominations rights for the supported housing units at the Development at [ ] pursuant to obligation to provide Affordable Housing on the Land as stated above at E.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Deed:

"Affordable Housing"	means subsidised housing available through a registered provider of social housing as defined in Section 80 of the Housing and Regeneration Act 2008 (or other social landlord as the Deputy Chief Executive and Corporate Director of Resident Services shall have approved in writing beforehand) to persons who cannot afford to rent or buy houses generally available on the open market;
"Choice Based Lettings Procedure"	means the procedure agreed between the Council and the Registered Provider to administer lettings

	Schemes in the Council's area and set out in Schedule 2;
"the Council"	means the Council or any authority which may succeed its functions of enforcing the terms, provisions and obligations created under this Deed
"Development"	means the development of the Land in accordance with the Planning Permission;
Chief Executive or Director for Communities	means the Council's Deputy Chief Executive and person as the Council designates as undertaking this role;
"Homes England"	means the non-departmental government body that funds new affordable housing or such other successor body charged with similar functions
"Initial Lets"	means the first letting of each Rented Unit in accordance with the provisions of this Deed
"the Land"	means [ ] which is registered at the Land Registry under title number [ ]and is shown for identification purposes only outlined in red on the Plan
"Homemove Procedure"	means the procedure agreed with the [Council] and the Registered Provider to administer lettings schemes in Adur and Worthing and set out in Schedule 2;

"Nominated Contact"	means the Accommodation Team or such person as the Council designates as undertaking this role in relation to the Rented Units;
"Nomination List"	means a list prepared by the Council's Accommodation Team and sent to the Registered Provider of eligible persons wishing to take social tenancies of the Rented Units
"Nomination Notice"	means a written notice given by the Council to the Registered Provider which shall include the name and address of the Nominee for a Rented Unit and where available, the Nominee's contact telephone number
"Nomination Period"	means the period of 60 years from the date of either the Initial Let of the last of the Rented Units
"Nominations Procedure"	means the procedure for nominations of the Rented Units set out in Schedule 2 and Schedule 4 of this Deed
"Nomination Rights"	shall mean the rights granted by the Registered Provider to the Council to nominate tenants to the Rented Units as set out in this Deed
"Nominee"	means a person named in either a Nomination Notice or a Nomination List
"Occupation"	means the occupation of the individual Unit referred to in the relevant clause for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to

	security operations and "Occupy" and "Occupied" shall be construed accordingly;
"Plan"	means the plan attached to this Deed at Annex 1
"Planning Permission"	means the permission granted by the Council to develop the Land on [date] and given reference number [ ]
"Practical Completion"	means a certificate or statement by the Surveyor appointed by the Registered Provider for that purpose that all Rented Units comprised within the development are completed and ready for residential Occupation
"Property"	means the land edged in red on the plan attached hereto owned by the Registered Provider
"the Registered Provider"	means XXXX Housing Limited which is a registered provider of social housing as defined in Section 80 of the Housing & Regeneration Act 2008 and registered under the Industrial and Provident Societies Act 1965 and includes its successors in title and is the owner of the Land;
"Rented Units"	means the units which shall be provided by the Registered Provider as Affordable Housing rented to a Nominee at no more than 80% of the local market rent inclusive of service charge or other level as determined by the Local Housing Allowance - whichever is the lowest in accordance with Schedules 1 and 2 and the provisions of this Deed;

"Scheme"	means the development on the Land of the pursuant to the Planning Permission and the subsequent management and administration by the Registered Provider of the development
"Tenancy Agreement"	means a starter tenancy followed by a tenancy outlined in the Registered Provider's tenancy policy in a form prepared by the Registered Provider and containing terms which accord with relevant law and the guidance on housing management issued from time to time by Adur and Worthing Councils and Homes England (and which for the avoidance of doubt shall include a demoted tenancy under the Anti-Social Behaviour Act 2003 or any amended or substituted legislation) and "Tenant" means a tenant under such an agreement;
"Units"	means the [ ] units of Affordable Housing being provided in accordance with Planning Permission comprising of, [ ] rented units
"Void Notification"	means a written notice given by the Registered Provider to the Council giving the address of the Rented Unit and the date it will be available for letting, such written notice to be given in the form attached at Schedule 3
"Void"	means a Rented Unit which is vacant as a result of a void defined in Part I of Schedule 5 but excluding one therein defined under the heading "Definition of Non-True Void" in Part II of Schedule 5

"Working Day" means any day Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory bank or public holiday

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party].

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships

1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed

1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.

1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.

1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions

1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Registered Provider under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

1.9 Without prejudice to the terms of any other provision contained in this Deed the Registered Provider shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Registered Provider arising under this Deed.

2. Statutory Provisions

2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000, to the intent that it will bind the Registered Provider and their successors in title to the Land.

2.2 The covenants, restrictions and requirements imposed upon the Registered Provider under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as the Local Planning Authority against the Owner without limit of time

3. **The Registered Provider Obligations**

3.1 The Registered Provider undertakes that it will provide for the Nomination Period the Units in accordance with the scheme details as set out in Schedule 1.

3.2 Subject to the terms of this Deed, the Registered Provider shall provide the Units only to Nominees with the intention of providing low cost housing accommodation pursuant to the terms of this Deed.

3.3 The Registered Provider shall minimise periods where the Rented Units are Void and advise the Nominated Contact of forthcoming Voids without delay using the Void Notification

4. **Nomination Rights**

4.1 The Registered Providers shall for the duration of the Nomination Period in accordance with Schedule 1 grant to the Council the right to nominate:

4.1.1. the Tenants of 100% of the Rented Units on Initial Lets; and

4.1.2. the tenants of 75% of all Rented Units on subsequent lets.

4.2 The Registered Provider shall on the Initial Lets rent each of the Rented Units under a Tenancy Agreement to a Nominee of the Council.

5. **The Council's Nominations for Rented Units**

5.1 The parties agree that the Choice Based Lettings as attached at Schedule 2 or any subsequent Allocations and Letting Policy shall apply to the nomination of persons in respect of the Rented Units. In the event that the Choice Based Lettings Procedure is abolished at any time in the future or otherwise both parties agree in writing the following nomination procedure shall apply:

5.1.1 Upon each Rented Unit becoming vacant and in the event the Council has the right to nominate the occupant in accordance with this Deed the Registered Provider shall serve on the Council a Void Notification.

5.1.2 Within three (3) Working Days of receipt of the Void Notification referred to in clause 5.1.1 the Council shall provide the Registered Provider with Nomination Notices in respect of up to five (5) Nominees it considers suitable in relation to each Rented Unit.

5.1.3 Upon receipt of the Nomination Notices referred to in clause 5.1.2 the Registered Provider shall offer a Tenancy Agreement to the named Nominees in such priority order as the Council may specify, save for those nominees who are excluded from being offered a tenancy agreement, as outlined in the Registered Provider's lettings policy. Such offer shall be made as soon as soon as possible acting reasonably, properly and without delay.

5.2 If by default a Nominee fails to respond to an offer letter or fails to sign a Tenancy Agreement within three (3) Working Days of viewing the relevant Rented Unit or being offered a Tenancy Agreement (whichever is the later) such Nominee shall be deemed to have rejected the Registered Provider's offer .

5.3 If a Nominee fails to respond to an offer letter or fails to sign a Tenancy Agreement in accordance with clause 5.2 then the Registered Provider shall offer the Rented Unit to the Nominee next in the priority list provided by the Council in accordance with 5.1.2 and if all of the Nominees reject the Registered Provider's offer the Registered Provider shall seek further Nominees for the Rented Unit using the process set out in 5.1.

6. The Council's Obligations

The Council agrees with the Registered Provider that it will use all reasonable efforts including without limitation sending where required a Nomination List to the Registered Provider and will comply with the Nominations Procedure to enable the Registered Provider to comply with its obligations hereunder

7. Voids

7.1 The Registered Provider shall monitor the number of Voids during each financial year (1st April to 31 March) commencing from the date of the last vacant Rented Unit being fully let in order to ensure that it complies with obligations under clause 4 and shall advise the Council in quarterly intervals of such progress

8.2 Upon receiving notice of a Void the Registered Provider shall determine whether a Tenancy Agreement of the relevant Rented Unit should be offered to a Nominee having regard to the Registered Provider's obligations under clause 4 and the provisions of clause 5 will be followed in respect of such Rented Unit in the event that the Registered Provider so determines

9. Details of Tenancy Agreements

9.1 The Registered Provider shall supply to the Council in writing within 5 Working Days of an offer of a Rented Unit being accepted or rejected by a Nominee:-

9.1.1 full details of the offer of a Tenancy Agreement made by the Registered Provider to a Nominee; and

9.1.2 full details of the reason for not making any offer if applicable; and

9.1.3 full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection

9.1.4 full details of the Registered Provider's response to complaints or inquiries made by a Nominee as to why they have not been made an offer or have been rejected by the Registered Provider

10. Assessment of Prospective Tenants

10.1 The Registered Provider shall not be obliged to offer a Tenancy Agreement to a Nominee unless satisfied that the Nominee is a person who falls within the category of persons it is appropriate for the Registered Provider to house in accordance with relevant legislation in force from time to time and for the

avoidance of doubt the Registered Provider shall be entitled to reject a Nominee in circumstances including:

10.1.1 the Rented Unit is unsuitable for the Nominee on medical grounds.

10.1.2 the Rented Unit is too small or too large for the Nominee and his/her family

10.2 For the avoidance of doubt, if the Registered Provider considers that a Nominee would not normally be housed under its letting and allocations policy, such policy being compliant with all relevant laws; it shall advise the Nominated Contact of its decision and the reason for the decision and seek further Nominees in accordance with clause 5 as soon as possible

11. The Registered Provider's Covenants

11.1 The Registered Provider covenants with the Council:

11.1.1 Upon completion of this Deed to supply to the Council full details of its lettings and allocations policy and shall consult with the Council of in relation to any proposed changes in such lettings and allocations policy.

11.1.2 at all times to use reasonable endeavours to ensure that the rents for the Rented Units are within the financial reach of low income households and others in housing need provided that rents in accordance with Adur and Worthing Councils and the Regulator of Social Housing guidelines will not be a breach of this covenant.

12. Fitness for Occupation

12.1 In the event that any or all of the Units are rendered unfit for occupation and use by any reason the Registered Provider may serve notice upon the Council stating:

12.1.1 the address of the Unit considered unfit for occupation; and

12.1.2 the detailed reason why the Unit is considered unfit for occupation; and

12.1.3 the date the Unit shall again be available for occupation by a Nominee

12.2 The Registered Provider shall use reasonable endeavours to promptly render fit for occupation and use all Units.

12.3 For the avoidance of doubt no damage or destruction of the Units or any part shall affect the liability of the Registered Provider to comply with its obligations under this Deed PROVIDED HOWEVER the obligations of the Registered Provider under this Deed shall be suspended for the period commencing the date of the damage or destruction and ending on the date the Units are rendered fit for occupation and use.

13. Assignments of Obligations

13.1 The Registered Provider may assign its obligations hereunder ("the Assignment") in respect of all or any number of the Rented Units to a registered provider of social housing registered with the GLA and the Regulator of Social Housing under the Housing Act 1996 (as amended) or a non profit registered provider of social housing pursuant to the Housing and Regeneration Act 2008 and also a signatory to the Council's Compact with approved registered social landlords and (provided that written notice has been given to the Council within twenty Working Days of the Assignment and the assignee has entered into a direct covenant with the Council to comply with the provisions of this Deed in respect of the Rented Units to which the Assignment relates) the Registered Provider shall be released from its obligations to the Council under this Deed with effect from the date of the Assignment in respect of those Rented Units which are the subject of the Assignment.

13.2 For the avoidance of doubt any such Assignment made pursuant to the provisions of clause 13.1 above must be for all intents and purposes to an

organisation which shall have an established track record of managing properties effectively and is acceptable and suitable to the Council acting reasonably and properly and without delay in so far as the organisation's ability to manage properties within the Borough is in evidence at the time of Assignment.

14. Service of Notices

Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post to the address of the parties indicated above or such other address notified in writing by one party to the other as being the address for service of the relevant party for the purposes of this Deed and any notice shall have been deemed to have been served two Working Days after posting

15. Arbitration

In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed (but excluding any dispute arising between the parties in relation to the nomination procedure set out in Schedule 4 which shall be dealt with in accordance with paragraph 6 of Schedule 4) any such dispute or difference shall be referred to a single arbitrator 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 in accordance with and subject to the provisions of the Arbitration Act 1950 and 1996,or any statutory re-enactment modification for the time being in force. The decision of the arbitrator shall be final and binding on the parties to this Deed.

16. Disposal of the Units

Save as provided for in clauses 13.1 and 17 in respect of the Rented Units the Registered Provider shall not during the Nomination Period:

16.1 sell or otherwise dispose (except by way of legal charge or mortgage) of the Rented Units; or

16.2 materially limit its ability to perform its obligations under this Deed by dealing except by way of legal charge or mortgage with the Land (other than by letting Rented Units to individual tenants under a Tenancy Agreement); or

16.3 make any application to the Homes England and GLA for approval to sell or dispose of (except by way of legal charge or mortgage) any part of the Rented Units

17. <u>Deed Ceasing to Apply</u>

For the avoidance of doubt the Nomination Rights and the obligations contained herein shall cease to apply to any part of the Rented Units where the Registered Provider shall be required to:

17.1 dispose of any Units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or

17.2 sell to a tenant any Units with the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 or any similar provisions in any subsequent legislation

18. <u>Non-Enforceability of Deed</u>

The obligations contained in this Deed shall not be binding on or be enforceable against:-

18.1 a mortgagee or chargee or receiver appointed by a mortgagee or chargee of a registered provider of social housing or any manager (including an administrative receiver) appointed by such mortgagee or chargee or any person deriving title directly or indirectly therefrom or any successors in title therefrom and such mortgagee or chargee or its receiver or manager shall be entitled to dispose of the Land or relevant part thereof the subject of the mortgage or charge discharged from the provisions of this Deed which shall forever be extinguished.

18.2 a tenant of a Rented Unit who has exercised a right to buy under Part V of the Housing Act 1985 or a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable.

18.3 a tenant of a Rented Unit who has exercised the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 or any similar provisions in any subsequent legislation.

18.4 the individual owners or occupiers of the Units and in all cases all successors in title and assignees of and persons deriving title from such persons in 18.1, 18.2 or 18.3 above.

19. Ceasing to be Liable

No person shall be liable for any breaches of the obligations contained in this Deed after having parted with its interest in the relevant Unit(s) but without prejudice to any liability of such person for any breach prior to parting with such interest.

20. Termination

The Registered Provider's obligations under this Deed shall otherwise cease upon the expiry of the Nomination Period.

21. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

22. Costs

The Registered Provider hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed in the sum of [£].

23. DATA PROTECTION

23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause [23.1] is in addition to, and does not relieve, remove or

replace, a party's obligations or rights under the Data Protection Legislation. In this Clause, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

EXECUTED AS A DEED BY
affixing the **COMMON SEAL** of
[ ]
in the presence of:

Member of the Council

Authorised Officer

EXECUTED AS A DEED BY)
affixing the **COMMON SEAL** of)
[ ])
in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

SCHEDULE 1
SCHEME DETAILS

Size and Tenure of Units

No. of units	1 bed	2 bed	3 bed	4 bed	5 bed	Total
Affordable Rent						
Flexible Home Ownership						
Total						

Nominations Rights Required

Tenure	Rented Units	Rent to Homebuy/Shared Ownership	Other (specify)
Initial Lets %			
Subsequent Lets %			

SCHEDULE 2

CHOICE BASED LETTINGS PROCEDURE

Procedure for Registered Provider nominations through the Choice Based Lettings Procedure and Sussex Homemove Advertising and Bidding website

The Registered Provider prepares the advert. The Registered Provider will provide information regarding any unique selling points in order to make the void advert as informative as possible for bidders such as level access/sustainability for adaptations, proximity to shops, transport, schools, large rooms, new build etc.

At least six weeks before anticipated handover the Registered Provider will place the advert on **Homemove website (or any subsequent systems that replaces Homemove)** under the appropriate authority banner - either Adur or Worthing - to be published in accordance with the following deadlines. The adverts are currently issued fortnightly and can be downloaded from the **Homemove** website. The deadline for inclusion in the free sheet is 12 p.m. every other Tuesday and the advert will appear the following Thursday. Shortlists are normally available 24hours after bidding closes

Provided the information supplied by the Registered Provider is accurate, a void property will need to be advertised once; on an occasional basis, in consultation with the Registered Provider, a property that is not let may be re-advertised. The Council will send a shortlist of verified Nominees to the Registered Provider who will contact the Nominees and arrange viewings. If there are no bidders or if the property is incurring a void loss the Council will provide a direct nomination or re-advertise.

If the Council fails to provide a direct nomination within 5 working days the Registered Provider may take back the unit (and *not* owe the Council),
Where a Council is enforcing an offer, the void will not have to be held for longer than 5 Working Days after the Registered Provider has notified the Council of a refusal.

With respect to verification of the Nominees, the Registered Provider shall request verifications from the Council for any Nominees and the Council shall within three (3) Working Days verify such Nominees by confirming that the Nominees are appropriate for the relevant Rented Unit and that their rent accounts are up-to-date..

If offers or invitations to view the Rented Units is sent out before such verification of the Nominees has been completed then any such offer letter to the Nominee in respect of the Rented Units shall contain a clear and unequivocal statement that the offer is subject to the Nominee satisfying the Registered Provider's and the Council's verification procedure.

If the Nominee has not been verified by the Council (as per the above procedure) after three (3) Working Days then the Nominee can be rejected by the Registered Provider and advised to contact the Council. The Registered Provider will not accept Nominees without first having been properly verified and the Registered Provider may re-let the Rented Units outside of this arrangement if such verification of any Nominee is not provided within the said three (3) Working Days.

If the first Nominee refuses, the Registered Provider will work their way down the shortlist until the Rented Unit is accepted. The Council must provide verifications upon written request within 72 hours of asking for the verification as per **Homemove** guidelines. In cases where the Registered Provider will incur a void loss due to hard to let Rented Units the Council will provide a direct nomination to speed up the allocation.

The Registered Provider must inform the Council of proposed tenancy commencement dates not later than 5 Working Day from the sign up.

The Registered Provider shall provide a copy of the first lets report to the council.

The Registered Provider shall provide a list of residents occupying the Registered Providers Rented Units under the scheme, who have Protected Characteristics as defined by the Equality Act 2011.

SCHEDULE 3

PART I

Definition of a True Void

1. Voids within new build/newly rehabilitated schemes or newly acquired properties

2. Voids created through tenant transfer to another borough or a district Council where no reciprocal arrangements exist

3. Voids created through tenant moves to other landlords property where no reciprocal arrangement exist

4. Voids created by the death of a tenant where there is no statutory right to succession

5. Voids created by tenants buying their own property in the private sector

6. Voids created by eviction or abandonment of property

7. Voids created by a permanent decant returning to former home

PART II

Definition of a Non-True Void

1. Voids created by a temporary decant moving to a temporary home

2. Voids created through tenant transfer within the Registered Provider stock

3. Voids created through rehousing via the Registered Provider "HOMES" Scheme

4. Voids created through tenant transfer to another borough or district where reciprocal arrangements exist

5. Voids created through tenant moves to other landlords property where reciprocal arrangements exist

SCHEDULE 4

VOID NOTIFICATION TO [Council]

Please complete this form fully

NAME OF REGISTERED PROVIDER	
Property address & post code	
Void date	
Ready to view date	
Date returned from repairs	
Comments:	

PROPERTY SOURCE		PROPERTY TYPE	
New build		A. House	
Rehab		B. Flat/Studio	
New Let		C. Maisonette	
Relet		D. Bungalow	
Homebuy		E. Over 50 flat	
Conversion		H. Sheltered flat	
		W. Wheelchair	
		X. Mobility	

3)PROPERTY DETAILS		4) ADDITIONAL PROPERTY DETAILS	
No. of single bedrooms (50-69.9 sq ft):		Does the property have any of the following features?	
No. of double bedrooms (70 sq ft +)		***If yes please complete the list below***	
Total number of bedrooms:		Level access to the front door or a ramp	
Max Person Occupancy:		Level access shower	
Floor property on		Closomat WC	
Lift available		Adapted kitchen	
Number of internal steps in dwelling		Ceiling/wall track hoist	
Number of external steps to front door (excluding steps accessed by lift)		Disabled entry phone	
Shops within 500 metres		Other substantial adaptations	
Heating Type: Central/Storage		Stairlift	
Garden Type: Private/Shared/Communal		Through floor lift	
Parking: private/on street/none		Comments/ further information (e.g. Special Characteristics and suitability)	
Pets Allowed			
Net Rent (per week)			
Additional Charges (per week)			

Form sent by: Date:

Name of contact for further information Phone No:

ANNEX 1
THE PLAN

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

EXECUTED AS A DEED BY
affixing the COMMON SEAL of

in the presence of:

Member of the Council.....

Authorised Officer.....

SIGNED AS A DEED BY)
affixing the COMMON SEAL of)
)
in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

APPENDIX 5 – Safeguarded land plan



NOTES

- LAND WITHIN THE APPLICANT'S CONTROL
- LAND WITHIN THE APPLICANT'S CONTROL, TO BE DEDICATED AS ADDITIONAL HIGHWAY LAND
- HIGHWAY LAND
- APPLICATION SITE BOUNDARY

1:50 1 2.5
1:100 2 5
1:200 4 10
1:500 0 10 25

N

-	-	A3	06/05/2023
Revision	Amendment	Drawn by	Date

Drawing Status: PLANNING

bryant + moore ARCHITECTS
19-25 Salisbury Square
Old Hatfield, Herts
AL9 5BT
Tel: 01707 251428
Email: mail@bryantandmoore.co.uk
Web: www.bryantandmoore.co.uk

Client: -

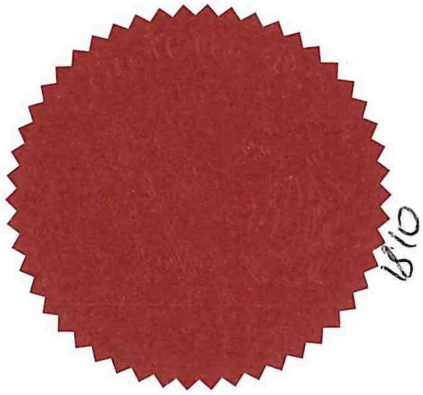
Address: 69-75 BRIGHTON ROAD
SHOREHAM-BY-SEA
BN43 6RE

Title: NEW BUILT MIXED-USE DEVELOPMENT

LAND OWNERSHIP

Scale	1:500@A3	Drawing No.	PL00
Project No.	19_400	Revision No.	-

Executed as a Deed by affixing the)
Common Seal of **Adur District Council**)
In the presence of:



Authorised Signatory Awebb
Annie Webb - Assistant lawyer

Executed as a Deed by affixing the)
Common Seal of **West Sussex County Council**)
In the presence of:



Authorised Signatory

Executed as a Deed by Frosts (Cars) Limited

acting by one director in the
presence of a witness:

Director

Witness name: NEIL GUNNER

Witness address: 2 DOLPHIN COURT
CANTERBURY ROAD
WORTHING BN13 1AF

~~Executed as a Deed by HSBC UK Bank PLC~~

DJ

~~acting by one director in the~~
~~presence of a witness:~~

Director

Witness name: ~~GEORGE RAVEN~~

DJ

Witness address: ~~FLAT 1, 1A SHELLEY ROAD, HOVE, BN3 5FQ~~

Executed as a Deed by Shoreham (Brighton Road) Limited

acting by one director in the
presence of a witness:

Director

Witness name: Paul Wilson-Smith

Witness address: GOFFS OAK HOUSE
617 GOFFS LANE
GOFFS OAK
HERTS EN7 5HG