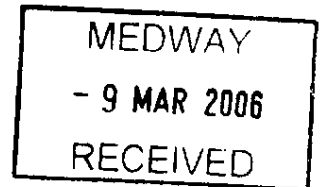


DATE:

21 December

2005



(1) MEDWAY COUNCIL

and

(2) SOUTH EAST ENGLAND DEVELOPMENT AGENCY

and

(3) COUNTRYSIDE MARITIME LIMITED

---

**SUPPLEMENTAL AGREEMENT**

Town and Country Planning Act 1990, Section 106

Land: St Mary's Island, Gillingham, Kent

(Affordable Housing)

---

David Mark Bowen  
Assistant Director Legal and Contract Services  
Medway Council  
Civic Centre  
Strood  
Kent ME2 4AU

Ref: JLM/PL02193

THIS DEED is made the 21<sup>st</sup> day of December 2005

**1 PARTIES**

- 1.1 MEDWAY COUNCIL whose address is Civic Centre, Strood, Rochester, Medway, Kent, ME2 4AU ("the Council")
- 1.2 SOUTH EAST ENGLAND DEVELOPMENT AGENCY of SEEDA Headquarters Cross Lanes Guildford GU1 1YA ("the Owner")
- 1.3 COUNTRYSIDE MARITIME LIMITED (Company Registration number 02549379) whose registered office is situated at Countryside House The Drive Warley Brentwood Essex CM13 3AT ("the Developer")

**2 DEFINITIONS AND INTERPRETATION**

- 2.1 In this Deed the following words and phrases shall have the following meanings

"the Existing Provisions"                      Those provisions set out in Schedule 1 to this Deed

"the Original Agreement"                      an Agreement dated 4<sup>th</sup> June 1996 made between the former Gillingham Borough Council (of which the Council is the statutory successor) the Urban Regeneration Agency and Countryside Maritime Limited pursuant to Section 106 of the Town and Country Planning Act 1990

"the Original Permission"	Planning permission dated 3 <sup>rd</sup> July 1996 granted by the Council under reference 93/0730GL
"the New Application"	The planning application submitted by the Developer reference MC2004/1207 which is an application to vary condition 1(b) of the Original Permission
"the New Permission"	The planning permission to be granted pursuant to the New Application
"the New Provisions"	Those provisions set out in Schedule 2 to this Deed

## RECITALS

- 2.1 The Council is the Local Planning Authority for the purposes of the Planning Act for the area in which the Land is situated
- 2.2 The Owner is the freehold owner of the Land and is registered as registered proprietor thereof with absolute title at HM Land Registry under title number K606638 and is therefore interested in the Land for the purposes of the 1990 Act
- 2.3 The Developer submitted the New Application to the Council and under the agreement dated 30<sup>th</sup> November 1992 between them and the Owner will undertake the Development of the Land in accordance with the Original Permission and the New Permission

- 2.4 The Council considers that the New Permission should not be granted pursuant to the New Application unless this Agreement is entered into by the parties
- 2.5 This Agreement is supplemental to the Original Agreement
- 2.6 The Original Permission permits the construction of 1700 dwellings
- 2.7 At the date of the execution of this Deed the Council has approved reserved matters under the Original Permission under references 96/0158, 96/0557, 97/0045, 97/0047, 97/0401, 98/0655, 2000/0830, 2000/1831, 98/0029, 98/0030, 98/0031, 2003/2560, 98/0653, 2000/0741, 2001/0196, 99/5189, 98/0654, 2001/0035, 2001/1259, 2001/1111, 2002/0009, 2002/0238, 2002/1435, 2002/2475, 2004/0975, 2002/0118, 98/0255 and 2002/2072 for 1352 residential units including the provision of 159 affordable housing units by the Owner and Developer of which 78 affordable housing units have been provided and for the avoidance of doubt the remaining 81 affordable housing units to be provided in accordance with Original Agreement will be subject of this Deed whereas the 78 affordable housing units already provided remain subject to the original unvaried provisions of the Original Agreement
- 2.8 Notwithstanding clause 2.7 above and for the avoidance of doubt the 78 affordable housing units already constructed on the Land shall count towards the requirement for 246 Affordable Housing Units referred to in the Second Schedule hereto and the Council acknowledges that neither the Owner nor the Developer shall owe any further obligation to the Council in relation to the said 78 affordable housing units

### **3 STATUTORY PROVISIONS**

- 3.1 This Agreement is made pursuant to Section 106 of the Planning Act (as amended) and to all other enabling powers to the intent that this

Agreement shall bind the parties and their heirs and successors assigns and persons claiming under or through them

3.2 The restrictions and obligations contained in the First and Second Schedules to this Agreement are all planning obligations for the purposes of Section 106 of the Planning Act and are enforceable by the Council

#### **4 DEEDS AND DECLARATIONS**

**NOW THIS DEED WITNESSES** as follows:

4.1 The parties hereto agree that the Original Agreement shall from the date hereof be varied by the deletion of the Existing Provisions and the substitution for them of the New Provisions and will from the date of this Agreement take effect and be read and construed accordingly

4.2 This Agreement is made upon the same terms and conditions as are contained in the Original Agreement (save as herein varied) so that this Agreement shall be construed and take effect as if such terms and conditions were repeated in this Agreement in full, but subject always to the variations herein contained

4.3 The Original Agreement shall remain in full force and effect in relation to those units already provided referred to in clause 2.7 and in full force and effect save as varied by the deletion of the Existing Provisions and the substitution therefore of the New Provisions in respect of all other matters approved by the Original Permission as varied by the New Application.

4.4 The Owner and/or the Developer agrees to pay £5,500 towards the Council's reasonable and proper costs in the preparation and execution hereof on or before the execution of this Agreement

5            **CONTRACTS (THIRD PARTY RIGHTS) Act 1999**

For the avoidance of doubt the Contracts (Third Party Rights) Act 1999 shall not apply to this Agreement

**IN WITNESS** whereof this Agreement has been duly executed as a Deed by the parties the day and year first before written

**FIRST SCHEDULE**

The deletion from the Original Agreement of the following:

1.     the definition of "Affordable Housing"
2.     and the definition of "Housing Agencies"
3.     Schedule 1

## SECOND SCHEDULE

The addition of the following clauses:

1. The following definitions:

"Affordable Housing"

Dwellings for either rent or sale at a discount compared to open market value and which discount is by an agreement made under Section 106 of the Planning Act given and remains for the period of years specified in a related Nomination Agreement to persons identified by the Council as being in housing need

"the Affordable Housing Land"

means the land and dwellings including associated garden areas and parking spaces forming 25% (rounded down to the next whole number) of the total number of dwellings comprised within the Remaining Development and which are to be constructed on part of the Land in locations to be approved by the Council as part of the Reserved Matters Application and (as appropriate) any subsequent Reserved Matters Application whose types and tenures are to be agreed by the Council to meet the

housing needs in the Council's area having regard to its latest Housing Needs Survey and Joint Housing Register and which are for occupation by persons deemed to be in need of Affordable Housing

"The Affordable Housing Units"

246 dwellings constructed or to be constructed on the Affordable Housing Land to the Housing Corporation's Scheme Development Standards Fifth Edition (ISBN 1841110450) "essential items" (excluding where any waivers have been given by the Housing Corporation)

"Housing Phase"

the dwellings (including Affordable Housing Units as applicable in accordance with the approved locations of the Affordable Housing Land) to be constructed within a particular phase of the Remaining Development for which reserved matters consent has been granted

"the Nominations Agreement"

means an agreement between the Council and the Registered Social Landlord by which the occupation of the Affordable Housing Units are approved by the Council which shall, where the Affordable Housing Units are to be for Rented



housing needs in the Council's area having regard to its latest Housing Needs Survey and Joint Housing Register and which are for occupation by persons deemed to be in need of Affordable Housing

"The Affordable Housing Units"

246 dwellings constructed or to be constructed on the Affordable Housing Land to the Housing Corporation's Scheme Development Standards Fifth Edition (ISBN 1841110450) "essential items" (excluding where any waivers have been given by the Housing Corporation)

"Housing Phase"

the dwellings (including Affordable Housing Units as applicable in accordance with the approved locations of the Affordable Housing Land) to be constructed within a particular phase of the Remaining Development for which reserved matters consent has been granted

"the Nominations Agreement"

means an agreement between the Council and the Registered Social Landlord by which the occupation of the Affordable Housing Units are approved by the Council which shall, where the Affordable Housing Units are to be for Rented

Accommodation, be substantially in the form set out in the Fourth Schedule and, where the Affordable Housing Units are to be for any other type or tenure of housing, shall be in a form approved by the Council, such approval not to be unreasonably withheld or delayed

"the Private Housing Units"

means the dwellings forming part of the Development and the Remaining Development but excluding the Affordable Housing

"the Registered Social Landlord"

means a body registered with the Housing Corporation as a social landlord pursuant to the provisions of the Housing Act 1996 and a housing association within the meaning of the Housing Associations Act 1985

"Rented Accommodation"

means an Affordable Housing Unit within the Development which is let or is intended to be let by a Registered Social Landlord at below market rent level

"Remaining Development"

the part of the Development consisting of 348 dwellings and associated infrastructure which at the date of this Deed are not subject of the reserved matters

applications set out in clause 2.7  
herein

"Shared Ownership  
Accommodation"

means an Affordable Housing Unit within the Development which is occupied by a person who is part renting and part purchasing or otherwise sharing the equity of that dwelling under shared ownership terms as defined in Section 2(6) of the Housing Act 1996 with a Registered Social Landlord where that person has the opportunity to purchase all of the equity to be procured at a later date

"TCI"

means the Total Cost Indicator that is a nationally established matrix of total scheme cost norms commissioned and held by the Housing Corporation that takes into account scheme type and geographical variables save that if such total cost indicator system is replaced or ceases then TCI shall mean such figure as is equivalent to the last published total cost indicator figure plus any increase calculated by applying the figure to the percentage increase in the Index between the quarterly index immediately preceding the date the figure is established and the

quarterly index immediately  
preceding the date of exchange of  
contracts with the Registered Social  
Landlord

2. New clause 13:

"13. Any transfer of the Affordable Housing Land shall be with full title guarantee and shall be in substantially the form of the transfer as referred to in Schedule 1"

3. New clause 14:

"14 The Planning Obligations contained in Schedule 1 shall bind the Affordable Housing Land only"

4. New clause 15:

"15 The provisions contained in Schedule 1 shall not bind nor be enforceable against:

15.1 Any mortgagee or chargee of a Registered Social Landlord to which the freehold legal estate in the Affordable Housing Land or any part or parts thereof has been transferred in accordance with paragraph 12 of the Schedule aforesaid which mortgagee or chargee is in possession thereof and is exercising its power of sale or against a person deriving title from such mortgagee or chargee

15.2 An occupant of an Affordable Housing Unit who has exercised a statutory right to acquire under the Housing Act 1996 or otherwise ("Occupant") or any person other than a Registered Social Landlord deriving title under that Occupant

15.3 Any person acquiring a shared ownership lease of an Affordable Housing Unit ("Lessee") or any person other than a Registered Social Landlord deriving title under that Lessee

15.4 A freeholder who was previously the Lessee of an Affordable Housing Unit who has exercised their right to staircase ownership up to 100% ownership

15.5 A mortgagee of an Occupant or Lessee in the event that a mortgagee of an Occupant or Lessee seeks to dispose of an Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage

15.6 A purchaser of a single dwelling on the Site (not being an Affordable Housing Unit) and his successors in title and his or their mortgagees”

4. A new Schedule 1 as set out below

“Schedule 1

1. Not to use the Affordable Housing Land except for the provision of the Affordable Housing
2. Prior to the Commencement of Development of the Remaining Development the Owner and the Developer shall submit for the written approval of the Council details of the proposed tender process to be undertaken with the Registered Social Landlord in respect of the transfer of the Affordable Housing Land and/or the Affordable Housing Units. The agreed process will hereinafter be referred to as the “Agreed Tender Process”.
3. Any tender process entered into in respect of the transfer of the Shared Ownership Accommodation for any individual Housing Phase or Phases shall be conducted on the basis of the Agreed Tender Process PROVIDED THAT within 28 days of the completion of the contract for sale with the Registered Social Landlord the Owner and/or the Developer shall submit to the Council a post sale assessment/explanation of the outcome of the individual tender process including the price paid by the Registered Social Landlord FURTHER PROVIDED THAT any changes agreed with the Council to the Agreed Tender Process shall be made prior to the commencement of the tender process in relation to transfer of the Shared Ownership Accommodation for the next and subsequent Housing Phases.

4. The Owner shall use all reasonable endeavours to enter into a contract with a Registered Social Landlord for the transfer of the Affordable Housing Land and/or the Affordable Housing Units.
5. Not to cause nor permit the occupation of any dwelling within a particular Housing Phase until the Council approves in writing a Registered Social Landlord to undertake the management of the Affordable Housing Units located on the Remaining Development to be constructed as part of that particular Housing Phase PROVIDED THAT should the Council not have provided its written approval or reasonable written reasons for its refusal of approval of the proposed Registered Social Landlord within 28 days of receipt of a written submission by the Developer and/or Owner nominating a proposed Registered Social Landlord such approval shall be deemed to have been given
6. In accordance with the following trigger points not to cause nor permit the first occupation of no more than the relevant Private Housing Unit until the relevant number of Affordable Housing Units have been transferred in accordance with paragraph 12 to this Schedule to the said Registered Social Landlord:
  - 6.1 The 1007<sup>th</sup> Private Housing Unit to be so occupied until 78 Affordable Housing Units have been so transferred
  - 6.2 The 1301<sup>st</sup> Private Housing Unit to be so occupied until 134 Affordable Housing Units have been so transferred
  - 6.3 The 1501<sup>st</sup> Private Housing Unit to be so occupied until 190 Affordable Housing Units have been so transferred
  - 6.4 The 1676<sup>th</sup> Private Housing Unit to be so occupied until 246 Affordable Housing Units have been so transferred
7. Prior to the transfer of the Affordable Housing Land in a particular Housing Phase to a Registered Social Landlord in accordance with the terms hereof the Affordable Housing Land in that Housing Phase can be used subject to prior planning permission being granted on a temporary basis if required for the following uses:

- 7.1 construction compound
- 7.2 storage of construction materials
- 7.3 parking unloading/loading of contractors plant and equipment
- 7.4 erection of signage
- 7.5 fencing/hoarding
- 7.6 educational projects such as skills training programme
- 7.7 green waste recycling
- 7.8 scaffolding
- 7.9 cramage (including oversailing)
- 7.10 temporary water based activities associated with the marina
- 7.11 sales and marketing suites including displays
- 7.12 ablution blocks
- 7.13 canteen for construction workers

PROVIDED THAT such temporary uses are not allowed to delay the use of the Affordable Housing Land for its permanent housing use. The development of permanent Affordable Housing on the Affordable Housing Land shall always take priority over any permitted temporary uses.

8. The Owner shall not transfer the Affordable Housing Land or any Affordable Housing Units thereon to a Registered Social Landlord without first procuring that such Registered Social Landlord has entered into a Nominations Agreement in favour of the Council.
9. The Owner is to transfer any part of the Affordable Housing Land and/or any Affordable Housing Units with full title guarantee and with vacant possession
10. The Owner and the Developer shall use all reasonable endeavours to procure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land the tenure distribution shall be:
  - 10.1 60% Rented Accommodation divided between 1 bedroomed accommodation 2 bedroomed accommodation 3 bedroomed accommodation 4 bedroomed accommodation and 5 bedroomed accommodation

- 10.2 40% Shared Ownership Accommodation divided between 1 bedroomed accommodation 2 bedroomed accommodation 3 bedroomed accommodation 4 bedroomed accommodation and 5 bedroomed accommodation
11. The Owner and the Developer shall use all reasonable endeavours to procure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land the mix shall be: 40% one-bedroomed units, 30% two bedroomed units, 20% three-bedroomed units and 10% four or five bedroomed units, unless otherwise agreed in writing between the parties
12. The transfer of any part of the Affordable Housing Land and/or any Affordable Housing Units shall be first approved in writing by the Council AND the Council shall be entitled to withhold its consent if such transfer does not ensure that that particular part of the Affordable Housing Land shall only be used for the purposes of Affordable Housing in perpetuity (subject always to clause 15 above) and is not in substantially the same terms as paragraphs 12.1-12.6 below, unless evidence is produced to the Council to its satisfaction that the Registered Social Landlord has agreed otherwise PROVIDED THAT should the Council not provide its written approval of the draft transfer or its written reasons for refusal of approval within 28 days of receipt of the draft transfer such approval shall be deemed to have been given:
- 12.1 The value to be paid to the Owner for the Affordable Housing Land and/or Affordable Housing Units by the Registered Social Landlord shall be:
- 12.1.1 In respect of the Rented Accommodation the value shall be equivalent to 112.5% of the base TCI level for each Affordable Housing Unit (and is deemed to be inclusive of reasonable on-costs PROVIDED THAT any dispute as to what amounts to "reasonable" shall be referred to the Council whose decision save in the case of manifest error shall be final and binding on the parties to the dispute)
- 12.1.2 In respect of the Shared Ownership Accommodation the Owner shall transfer the units in accordance with the Agreed Tender Process
- 12.2 The Owner shall grant to and may reserve from the Registered Social Landlord reasonable pedestrian and vehicular access to and egress from the



- Affordable Housing Land and/or Affordable Housing Units together with rights for all necessary services
- 12.3 The Owner and the Registered Social Landlord shall bear their own costs in relation to the transfer.
  - 12.4 The disposal shall be free of all financial charges and of any restrictive covenants or other third party rights which would prevent the use of the Affordable Housing Land or the Affordable Housing Units for the purpose for which it is transferred
  - 12.5 The disposal shall be subject to the Standard Conditions of Sale (Third Edition) except insofar as they are inconsistent with the provisions of this clause or any other express provision of this Agreement
  - 12.6 A covenant by the Registered Social Landlord not to use the Affordable Housing Land otherwise than for the purposes of Affordable Housing PROVIDED THAT for the avoidance of doubt the Owner may transfer the Affordable Housing to more than one Registered Social Landlord.
13. The Owner and/or the Developer shall keep the Council reasonably informed of the progress of any negotiations to dispose of the Affordable Housing Land and/or Affordable Housing Units and the Council undertakes to inform the Owner and/or the Developer of any concerns that have arisen in respect of such negotiations within 14 days of it coming to the attention of the Council's Housing Department
  14. If within six months from the date of commencement of residential development on the part of the Land within that particular Housing Phase a contract has not been entered into with the Registered Social Landlord for the transfer of the Affordable Housing Land/Units to the Registered Social Landlord in respect of the Rented Accommodation only then the Owner can elect to and if so elected shall use all reasonable endeavours to dispose of the Affordable Housing Land/Units to an approved Registered Social Landlord for the purposes of Shared Ownership Accommodation in accordance with the Agreed Tender Process

15. To use all reasonable endeavours to adhere to clauses 4 and 14 above but if by the end of 18 months from the date of commencement of residential development on the part of the Land within that particular Housing Phase the Owner has failed to comply with the above clauses then the Owner can elect to bring into effect the following provision and if so elected shall provide to the Council such evidence as the Council may reasonably require to satisfy the Council that all reasonable attempts to enter into a binding contract for sale of the Affordable Housing Land and/or the Affordable Housing Units have been carried out including details of its communications with the Registered Social Landlord. The Council upon being so satisfied thereafter to provide to the Owner written consent that this Schedule shall cease to have further effect but for the avoidance of doubt only in respect of that particular Housing Phase PROVIDED THAT the Owner shall upon the receipt of the aforementioned consent pay to the Council a commuted sum which equates to 100% of the TCI value of each of the former Affordable Housing Units within that Housing Phase towards the provision of Affordable Housing facilities in the Medway area PROVIDED THAT the Council shall at the Owner's request return any part of the sums aforesaid which shall not have been used for the purposes set out above within a period of 5 years from the date of the payment of the commuted sum together with simple interest at the base rate prevailing from time to time of National Westminster Bank plc calculated from the date of receipt of the relevant sum by the Council as evidenced by the Council's official receipt PROVIDED THAT the Council shall not be obliged to return any part of the commuted sum which has been spent or contractually committed prior to the date of the Owner's request"

5. A new Schedule 4 as set out below

"Schedule 4  
Nominations Agreement

DATED \_\_\_\_\_ 200

**MEDWAY COUNCIL**

- and -

*(insert name)*

**HOUSING ASSOCIATION LIMITED**

**AGREEMENT  
FOR NOMINATION RIGHTS**

of dwellings at

*(insert address)*

D.M Bowen, Assistant Director (Legal & Contract Services), Medway Council, Civic Centre, Strood,  
Rochester, ME2 4AU  
Ref: *(\Planning & Property Team\Planning\Proformas\Nominations Agreement - Rented.Doc)*

THIS AGREEMENT is dated

200..

BETWEEN

- (1) MEDWAY COUNCIL of Civic Centre, Strood, Rochester, ME2 4AU (the Council") and
- (2) (insert name) HOUSING ASSOCIATION LIMITED whose registered office is situate at ("the Association")

**1. Recitals**

- 1.1 The Land is registered at HM Land Registry under title number (insert title number) and the Association is/is entitled to be registered as registered proprietor thereof
- 1.2 The Affordable Housing Units are to be provided on the Land and it is intended that the Association will manage the Affordable Housing Units as low cost rented accommodation
- 1.3 The parties hereto have entered into this Agreement to regulate the occupation of the Affordable Housing Units

**2. Definitions and Interpretation**

In this Agreement the following expressions shall where the context admits have the following meanings:

2.1	"the Affordable Housing Units"	means the (insert number) units of affordable housing constructed/to be constructed on the Land and "Affordable Housing Unit" shall be construed as meaning any one individual dwelling comprised in the Affordable Housing Units
2.2	"the Association"	includes any of its successors in title to the Land
2.3	"the Commencement Date"	means the date of this Agreement or the date of the practical completion of the

		construction of the Affordable Housing Units whichever is the latter
2.4	"the Land"	means the land at <i>(insert details)</i>
2.5	"the Nomination Period"	means the period of <i>(insert number)</i> years from the Commencement Date
2.6	"Nominees"	means persons considered by the Council to be suitable to occupy and be granted a tenancy of an Affordable Housing Unit and nominated as such to the Association in accordance with clause 7.2
2.7	"Non-true Voids"	shall have the meaning ascribed to it in the Schedule to this Agreement
2.8	"the Plan"	means the Plan annexed to this Agreement
2.9	"True Voids"	shall have the meaning ascribed to it in the Schedule to this Agreement

2.10 words importing one gender shall be construed as importing any other gender

2.11 words importing the singular shall be construed as importing the plural and vice versa

2.12 the clause headings do not form part of this Agreement and shall not be taken in to account in its construction or interpretation

### 3. Nomination Rights

The Association so as to bind each and every part of the Land into whosoever hands the same may come hereby covenants with the Council:

- 3.1 That the Council shall have the right to nominate the initial tenant for each Affordable Housing Unit
- 3.2 That (subject to clause of this Agreement) the Council shall have the right to nominate the tenant for *(insert percentage)*% of the Affordable Housing Units on any reletting during the Nomination Period
- 3.3 To comply with the nominations procedure set out in clauses 4 and

5

- 3.4 The nomination rights contained in clause 3.2 shall occur where an Affordable Housing Unit becomes vacant and therefore available for reletting (including all vacancies that occur through a True Void reason but excluding any that occur through a Non-True Void reason)

**4. Initial Nominations Procedure**

- 4.1 The Association shall give to the Council's Housing Strategy Manager or other nominated officer at least 20 working days' notice in writing of the date it expects to be able to grant an initial tenancy of each Affordable Housing Unit, together with details of proposed rental levels
- 4.2 The Council covenants that it shall within 10 working days of receipt of the notice referred to in clause 4.1 supply to the Association the name and address and contact telephone number (if available) of its Nominee for the Affordable Housing Unit to which the notice in clause 4.1 refers
- 4.3 The Association shall upon receipt of the notification referred to in clause 4.2 forthwith make a written offer to the Nominee of a tenancy of the Affordable Housing Unit
- 4.4 If a Nominee fails to accept the offer referred to in clause 4.3 within 5 working days of the offer by the Association then the Association shall give written notice to the Council inviting the Council to make a further nomination such selection procedure to continue until such time as a Nominee accepts a tenancy of the Affordable Housing Unit save that once three Nominees have refused to accept offers (in respect of any one Affordable Housing Unit) the Association shall be entitled to grant a tenancy to whomsoever the Association wishes falling within the Association's aims and objectives provided that in doing so reasonable preference will be given to those having a local connection to the Council's administrative area by virtue of present or past residence and/or

employment or a need to be in the said area to receive or provide support to relatives

**5. Nominations Procedure on Reletting**

- 5.1 The Association shall give to the Council's Housing Strategy Manager or other nominated officer no less than 10 working days' notice in writing of the date an Affordable Housing Unit becomes available and in a condition suitable for reletting
- 5.2 The Council covenants that it shall within 5 working days of the receipt of the notice referred to in clause 5.1 supply to the Association the name and address and contact telephone number (if available) of its Nominee for the Affordable Housing Unit to which the notice in clause 5.1 refers
- 5.3 The Association shall upon receipt of the notification referred to in clause 5.2 forthwith make a written offer to the Nominee of a tenancy of the Affordable Housing Unit
- 5.4 If a Nominee fails to accept the offer referred to in clause 5.3 within 5 working days of the offer by the Association then the Association shall give written notice to the Council inviting the Council to make a further nomination such selection procedure to continue until such time as a Nominee accepts a tenancy of the Affordable Housing Unit save that once three Nominees have refused to accept offers (in respect of any one Affordable Housing Unit) the Association shall be entitled to grant a tenancy to whomsoever the Association wishes falling within the Association's aims and objectives provided that in doing so reasonable preference will be given to those having a local connection to the Council's administrative area by virtue of present or past residence and/or employment or a need to be in the said area to receive or provide support to relatives

**6. Grant of Tenancies**

The Association further covenants with the Council that any tenancies granted in accordance with this Agreement shall be periodic tenancies complying with any requirements or guidelines of the Housing Corporation at a rental consistent with the Association's aims and objectives

**7. Disposal of the Land**

7.1 The Association hereby covenants with the Council that it will not transfer the Affordable Housing Units or any of them or grant a lease of the Affordable Housing Units or any of them (other than a periodic tenancy) to any person without first ensuring that such person has executed or will contemporaneously execute a deed whereby such person covenants directly with the Council to observe and perform the covenants and provisions contained in this Deed Provided that the Association may transfer or lease any Affordable Housing Unit without the requirement for the purchaser/lessee to enter into such covenant if the transfer/lease is made under a right to acquire or right to buy made pursuant to the Housing Act 1985 the Housing Act 1988 the Housing Act 1996 or any statutory re-enactment or modification thereof and all successors in title to such person or persons

7.2 The parties hereto apply to the Chief Land Registrar to enter in the proprietorship register of the Land a restriction in the following terms:

"No disposition of the registered estate of *(insert title number)* (other than a charge) is to be registered without a certificate signed by Medway Council's Assistant Director (Legal & Contract Services) that the provisions of clause 7.1 of the Agreement for Nomination Rights dated

Medway Council and  
Association Limited have been complied with"

made between  
Housing



## 8. Declarations

IT IS HEREBY AGREED AND DECLARED that the provisions of this Deed shall not bind nor be enforceable against

- 8.1 any mortgagee or chargee of the Association's legal interest in the Land or any part or parts thereof exercising its power of sale and all successor in title to such mortgagee or chargee
- 8.2 any person or persons acquiring an Affordable Housing Unit under a right to acquire or right to buy pursuant to the Housing Act 1985 the Housing Act 1988 the Housing Act 1996 or any statutory re-enactment or modification thereof and all successors in title to such person or persons

IN WITNESS whereof the Parties hereto have caused this Deed to be duly executed the day and year first before written

### THE SCHEDULE

hereinbefore referred to

### **DEFINITION OF TRUE/NON-TRUE VOIDS**

#### **True Voids shall comprise:**

- \* voids within new build/newly rehabilitated schemes or newly acquired properties
  - \* voids created through tenant moves to landlords where no reciprocal arrangement exists
  - \* voids created through tenant transfers to another local authority
  - \* voids created by the death of a tenant where there is no statutory right to succession
  - \* voids created by tenants buying their own property in the private sector
  - \* voids created by eviction or abandonment of property
  - \* voids created by decants if the decanted tenant does not move back into the property

#### **Non-true Voids shall comprise:**

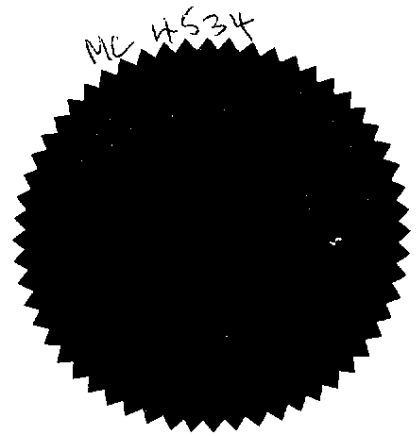
- \* voids created through tenant transfers where tenants move within the local authority in which their original home was situated
- \* voids created through rehousing via H.O.M.E.S or other mobility schemes where a reciprocal arrangement exists
- \* voids created by decants who are returning from whence they were decanted
- \* voids created by mutual exchanges

THE COMMON SEAL of MEDWAY )  
 COUNCIL was hereunto affixed in )  
 the presence of:- )

THE COMMON SEAL of )  
 HOUSING ASSOCIATION )  
 LIMITED was hereunto affixed in the )  
 presence of:- )"

EXECUTED AS A DEED by affixing )  
THE COMMON SEAL of MEDWAY )  
COUNCIL in the presence of: )

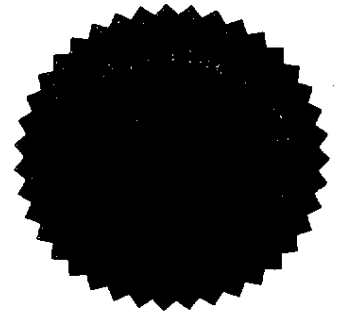
Authorised Signatory



EXECUTED AS A DEED by affixing )  
THE COMMON SEAL of SOUTH EAST )  
ENGLAND DEVELOPMENT AGENCY )  
in the presence of: )

~~Member:~~

Authorised Signatory



EXECUTED AS A DEED by the said )  
COUNTRYSIDE MARITIME LTD )  
Acting by: )

Director

Director/Secretary