

Dated

2024

Nominations Agreement

Tunbridge Wells Borough Council

and

ACCENT GROUP

ANCHOR GROUP

CDS CO-OPERATIVES

CLARION HOUSING GROUP

ENGLISH RURAL

GOLDING HOMES

GRAINGER TRUST PLC

GRAVESEND CHURCHES HOUSING ASSOCIATION LIMITED

HABINTEG HOUSING ASSOCIATION

HEMEL GROUP

HOUSING 21 (The Registered Provider/Housing Association)

HYDE HOUSING ASSOCIATION LIMITED

LEGAL & GENERAL AFFORDABLE HOMES

LONDON & QUADRANT HOUSING TRUST

MHS HOMES

MOAT HOMES LIMITED

OAKAPPLE HOUSING

ORBIT HOMES

PARK PROPERTIES HOUSING ASSOCIATION

PLACES FOR PEOPLE

THE RIVERSIDE GROUP LIMITED

ROCKDALE HOUSING ASSOCIATION

SAGE HOMES (which consists of Sage Housing Ltd, Sage Rented Ltd and Sage Shared Ownership Ltd)

SAHA

SANCTUARY HOUSING ASSOCIATION

SOUTHERN HOUSING GROUP

TOWN AND COUNTRY HOUSING

WEST KENT HOUSING ASSOCIATION

WESTREE ROAD HOUSING CO-OPERATIVE LIMITED

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This Agreement is made on the

day of

2024

Between

(1) **Tunbridge Wells Borough Council** of Town Hall, Royal Tunbridge Wells, Kent TN1 1RS (the **Council**); and

(2) ACCENT GROUP of Charlestown House, Acorn Park Industrial Estate, Shipley, West Yorkshire BD17 7SW;

ANCHOR GROUP of Suites A & B, Third Floor, The Heal's Building, 22-24 Torrington Place, London WC1E 7HJ

CDS CO-OPERATIVES of 7 – 14 Great Dover Street, London SE1 4YR

CLARION HOUSING GROUP of More London Place, 6 Tooley St, London SE1 2DA

ENGLISH RURAL of 7a, Strutton Ground, Westminster, London SW1P 2HY

GOLDING HOMES of County Gate One, Staceys Street, Maidstone, Kent ME14 1ST;

GRAINGER PLC of Citygate, St James' Boulevard, Newcastle upon Tyne, NE1 4JE

GRAVESEND CHURCHES HOUSING ASSOCIATION LIMITED of Ingram House, 17 London Road, Northfleet, Kent DA11 9JQ;

HABINTEG HOUSING ASSOCIATION of Chapman House Unit 1, Adwalton Business Park, 132 Wakefield Road, Drighlington, Bradford, BD11 1DR

HOMEGROUP of 2 Gosforth Park Way, Gosforth Business Park, Salters Lane, Gosforth NE12 8ET

HOUSING 21 of Tricorn House, 51–53 Hagley Road, Birmingham B16 8TP

HYDE HOUSING ASSOCIATION LIMITED of Leegate House, Burnt Ash Road, Lee Green, London SE12 8RR;

LEGAL & GENERAL AFFORDABLE HOMES of 12 Cock Lane, London EC1A 9BU

LONDON & QUADRANT HOUSING TRUST of 29-35 West Ham Lane, Stratford, London E15 4PH

MHS HOMES of Broadside, Leviathan Way, Chatham, Kent ME4 4LL

MOAT HOMES LIMITED of Mariner House, Galleon Boulevard, Dartford, Kent DA2 6QE;

ORBIT HOMES of Garden Court , Harry Weston Road, Binley Business Park, Binley, Coventry, Garden Court, CV3 2SU

OAKAPPLE HOUSING of Gibson Building, Dartford, Kent DA1 1BY

PARK PROPERTIES HOUSING ASSOCIATION of 31 Ardwick Green, N Manchester, M12 6PN

PLACES FOR PEOPLE of 80 Cheapside, London EC2V 6EE

RIVERSIDE of 2 Estuary Boulevard, Estuary Commerce Park, Liverpool L24 8RF

ROCKDALE HOUSING ASSOCIATION LTD of Rockdale Lodge, Rockdale Road, Sevenoaks, Kent TN13 1JT

SAGE HOMES (which consists of Sage Housing Ltd, Sage Rented Ltd and Sage Shared Ownership Ltd) of Orion House, 5 Upper Street, St Martins Lane, London WC2H 9EA

SAHA of 3rd Floor, St. Olaves House, 10 Lloyd's Avenue, London EC3N 3AJ

SANCTUARY HOUSING ASSOCIATION of Chamber Court, Castle Street, Worcester WR1 3ZQ;

SOUTHERN HOUSING GROUP of The Courtyard, St Cross Business Park, Newport, Isle of Wight PO30 5BF

TOWN AND COUNTRY HOUSING of High Weald House, Monson Way, Tunbridge Wells, Kent TN1 1LQ;

WEST KENT HOUSING ASSOCIATION of 101 London Road, Sevenoaks, Kent TN13 1AX

WESTREE ROAD HOUSING CO-OPERATIVE LIMITED of The Business Terrace, Maidstone House, King Street, Maidstone ME16 6AW

Introduction

- (A) This Agreement sets out the nomination arrangements between the Council and the Registered Provider in relation to nomination rights of dwellings within the Tunbridge Wells administrative area.
- (B) Under section 170 1996 Housing Act, it is a requirement of registered providers to cooperate with the Local Authority as much as is reasonable in offering accommodation to people with priority from under the Local Authority's Allocation Scheme.
- (C) The Regulator of Social Housing's Consumer Standards 2015 sets out the requirement to cooperate with the Local Authorities strategic housing function and the parties acknowledge that the Regulator is consulting on enhancing these regulatory standards in relation to collaboration and assistance provided by Registered Providers to local housing authorities.
- (D) In agreeing to the Nominations Agreement our Registered Provider partners assist the Council in meeting identified local housing need.
- (E) For the first 12 (twelve) months, this Agreement will be reviewed every (3) months with each Registered Provider to ensure it is working effectively and meeting its aims and objectives. Thereafter it will be reviewed, at least every two (2) years.

Agreed terms

1 Definitions and interpretation

- 1.1 In this Agreement the following terms have the following meanings unless inconsistent with the context:

Allocation Scheme means the Housing Register Allocation Scheme published by the Council from time to time in force at <https://tunbridgewells.gov.uk/housing/housing-register>;

Cabinet means the elected members responsible for making decisions on important subjects or matters affecting Tunbridge Wells borough or the Council as a whole. The Cabinet is headed by the Leader of the Council and consists of other elected members appointed by them;

Cabinet Member for Housing and Communities means the Cabinet Member appointed by the Leader of the Council to lead the Council's work to improve housing and to promote opportunities for the Council's residents to live happy and fulfilling lives;

Data Controller has the same meaning as set out in the Data Protection Legislation;

Data Processor has the same meaning as set out in the Data Protection Legislation;

Data Protection Legislation means all applicable laws and regulations relating to processing of personal data and privacy in force from time to time in the UK including the Data Protection Act 2018 (the DPA 2018) and **UK GDPR** (as defined in section 3(10) of the DPA 2018), including where applicable the guidance and codes of practice issued by the Information Commissioner;

Data Subject has the same meaning as set out in the Data Protection Legislation;

Data Subject Request means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising its rights under the Data Protection Legislation;

Direct Losses means all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, legal costs being an agent/client, client paying basis), proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;

Hard to Let means a void property that has been advertised within its Council area for three successive cycles but which has not achieved a successful nomination.

Housing Allocation Team means the team within the Councils' housing service response for the administration of the housing register and allocation of social housing within the borough;

Indirect Losses means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;

Kent Domestic Abuse Reciprocal Project means the formal collaboration between social housing providers in Kent to make better use of their housing stock and protect their tenants who are at risk of domestic abuse and violence;

Kent Homechoice means the Kent-wide choice-based lettings system;

Local Lettings Plan means an agreed additional lettings policy, designed to create balanced and sustainable communities;

Non-True Void means:

- (a) the temporary move of a tenant;
- (b) transfer within the RP's stock; or
- (c) any reciprocal arrangement and mutual exchange; and

Personal Data has the same meaning as set out in the Data Protection Legislation;

Rent to Buy helps tenants in England save for a deposit to buy a home by offering properties at a discount. This is normally 20% below market rent.

Shared Data means in the case of the Registered Provider the Personal Data which is provided to the Council by the Registered Provider under or in relation to this Agreement and in the case of Council means the Personal Data that is provided to the Registered Provider by the Council under or in relation to this Agreement;

Targeted Allocations Plan means the specific percentage quota for how social housing properties are advertised through Kent Homechoice towards housing register applicants in each priority band and detailed in the Allocation Scheme;

True Void means:

- (a) a tenant who has moved to another landlord where no reciprocal commitment exists;
- (b) the death of a tenant where there is no statutory right of succession;
- (c) a tenant moving out to buy another property;
- (d) abandonment of tenancy;
- (e) eviction;
- (f) rehousing of permanent decant; or a temporary decant returning to their permanent home.

2 Purpose of Agreement

- 2.1 This Agreement sets out the mechanism by which the Council will make nominations to the Registered Provider, it also provides the procedures that are to be used to make existing and arising True Void properties available for nominations by the Council.
- 2.2 In respect of any housing development site in the Council's area where there is already a nominations agreement in place then that nominations agreement shall continue in full force and effect. Should the Registered Provider wish to vary that existing nominations

agreement to take account of the detail of this Agreement the Registered Provider shall make a written request to the Council which the Council shall consider, acting reasonably.

- 2.3 This Agreement should be read in conjunction with the Council's Allocation Scheme which details the process by which housing will be allocated from the Council's housing register.
- 2.4 This Agreement shall apply to new build properties, improved properties, conversions and re-lets.
- 2.5 The parties agree this Agreement shall commence on the date stated at the beginning of it and shall continue in force until the Council terminates the Agreement or the parties enter into an agreement which serves materially the same purpose as this Agreement and is intended to replace this Agreement.
- 2.6 Where this Agreement refers to contacting or notifying the Housing Allocation Team, all communications should be directed to the following:
 - 2.6.1 Email: Allocations@TunbridgeWells.gov.uk
 - 2.6.2 Tel: [01892 554608](tel:01892554608)

3 Scope of nominations

- 3.1 The nominations arrangements in this Agreement apply to all registered providers for the purpose of section 80(2) the Housing and Regeneration Act 2008 with property within the Council's administrative area.
- 3.2 Where the property is a True Void, the Council will receive a minimum of 75% (seventy-five percent) of nominations for those properties. If the Registered Provider has a need for a True Void that otherwise is due to be allocated by the Council, the Registered Provider should consult with Housing Allocation Team before the Registered Provider allocates the property.
- 3.3 If the property is a Non-True Void, there is no obligation on the Registered Provider to offer it to the Council to allocate save where there is a separate agreement relating to the allocation of the Non-True Void or due to a nominations debt owed to the Council.
- 3.4 The properties offered for nominees shall be a cross section of the quality and types of accommodation owned by the Registered Provider and take into account, size, type, location and whether social or affordable rent. Adapted properties will be included and properties that are accessible though not adapted will also be identified as such when seeking nominations, in order to assist customers with disabilities to choose suitable homes.
- 3.5 The Registered Provider shall notify the Council's Housing Allocation Team in advance of the disposal of any dwellings owned by the Registered Provider within the Council's administrative area.
- 3.6 For the avoidance of doubt, the rehousing of a Council-nominated tenant to another dwelling for whatever reason, whether that is due to lawful disposal or other reason (such as domestic violence, anti-social behaviour or major disrepair) that rehousing shall not constitute an additional Council nomination.

- 3.7 The Registered Provider will provide the Council with a list of all property let within the borough at the end of each quarter of each financial year. The list will include details of whether the property was let via the housing register, to an internal transfer tenant, or was a Hard to Let property and was let to a neighbouring Kent Local Authority or via the Kent Domestic Abuse Reciprocal Project.

4 Percentage of nominations

- 4.1 Registered Providers shall offer the Council the right to nominate tenants for a minimum of 75% (seventy five percent) of re-lettings or True Voids.
- 4.2 No account shall be taken of those identified as "Non-True Voids" as set out in clause 1.1.
- 4.3 The Registered Provider shall notify the Council in a quarterly stock return of all properties becoming available even if that void property is not to be made available to a Council nominee.
- 4.4 Registered Providers shall comply at all times during the term of this Agreement with the Allocation Scheme.

5 New build properties

- 5.1 Most new developments will be subject to planning obligations contained in Section 106 Agreements. The Registered Provider must submit any information requested regarding any proposed development to ensure that the planning obligation in respect of affordable housing is met.
- 5.2 This Agreement requires that every new build scheme (irrespective of the number of units) and every conversion (producing three or more units) that has received public subsidy or is funded pursuant to a Section 106 Agreement should give the Council 100% (one hundred percent) nominations on first lettings and a minimum of 75% (seventy five percent) nominations to subsequent lettings. This principle will apply unless it is superseded by an agreed Local Lettings Plan as set out in section 6.
- 5.3 If a Registered Provider has funded a new build scheme entirely through their own resources, the Council shall have 75% (seventy five percent) of nominations on first and subsequent lettings.
- 5.4 The Registered Provider will advise the Council of the forthcoming properties three (3) months prior to completion. Full details of the scheme, including layout plan, handover schedule, property type, size and mix, rent and service charge levels along with any other relevant information to be provided to the Housing Allocation Team.

6 Local Lettings Plan

- 6.1 From time to time the Registered Provider may identify the need for a Local Lettings Plan, this will normally be a short-term measure to address local management issues and support community cohesion by targeting certain homes to households of a certain age group or families with children of a certain age group, or with a limited housing need, or specifically to working households.

- 6.2 A Local Lettings Plan may therefore override this Agreement for specific areas or developments for the period of time specified in that Local Lettings Plan as agreed by the Council.
- 6.3 The Council has in place a Local Lettings Plan for new build development schemes that should meet the needs of providers. In the event that it is felt that this is not suitable, the Registered Provider will consult the Council as the strategic housing authority, at least six (6) months prior to expected completion in order that the Housing Allocation Team can have oversight of the proposal and seek approval from the Cabinet Member for Housing and Communities for the proposed plan.
- 6.4 The reasoning behind a Local Lettings Plan will need to be demonstrated to the Council by providing:
- 6.4.1 a clear definition of the objective(s) to be achieved, backed up by clear evidence base;
 - 6.4.2 the numbers/types of properties affected;
 - 6.4.3 an equalities impact assessment;
 - 6.4.4 evidence of consultation with any other affected persons or organisations such as Tenant groups, voluntary groups or other local forums;
 - 6.4.5 how it is proposed to market the Local Lettings Plan so that existing and potential stakeholders are aware of it;
 - 6.4.6 clear methodology on how the scheme will be monitored, reviewed and reported on; and
 - 6.4.7 have a clear exit strategy should the Local Lettings Plan not achieve its objectives.
- 6.5 Local Lettings Plans must be reviewed annually, and a copy of the annual review outcomes sent to the Housing Allocation Team for consideration.

7 Requesting a nomination

- 7.1 Subject to clause 7.6 below, all properties for which a nomination is requested will be advertised through Kent Homechoice (if the Registered Provider has access), the Council's choice-based lettings scheme.
- 7.2 If the Registered Provider does not have access to Kent Homechoice, all nomination requests will be made by a request by the Registered provider to the Council by contacting the Housing Allocation Team by email.
- 7.3 For first lettings of new build or newly refurbished and converted properties, the Registered Provider shall request nominations three (3) months prior to handover of the properties where there is a certainty that completion dates can be met.
- 7.4 No more than three (3) of the same property types will be advertised each week on a new build scheme.

- 7.5 For re-let properties, providers will inform the Housing Allocation Team of vacancies by completing a nominations request.
- 7.6 If a Registered Provider has shortlisted 3 bidders through Kent Homechoice, but the Registered Provider has legitimate grounds to reject all three bidders, the Registered Provider shall request such other shortlisted bidders by contacting the Housing Allocation Team.

8 Making and accepting nominations

- 8.1 The Registered Provider is able to shortlist bidders in Kent Homechoice. The Housing Allocation Team can advertise and shortlist in respect of a Registered Provider's property if the Registered Provider does not have access to Kent Homechoice and makes a request to the Housing Allocation Team.
- 8.2 If a restriction was selected when the property was advertised, for example, preference given to bands A or B applicants; these applicants will be at the top of the shortlist. The Council has a Target Allocations Plan set out in Section 4 of the Housing Allocation Scheme (or as the same is replaced from time to time) and the Registered Provider may be requested by the Housing Allocations Team to place a restriction on the property.
- 8.3 The shortlist will name bidders in priority order. The Registered Provider will offer the property to the first bidder on the shortlist. If the applicant refuses the offer, the Registered Provider will offer to the other applicants down the shortlist until the property is accepted.
- 8.4 The Registered Provider shall inform the Housing Allocation Team within one (1) working day of a nominee being considered for an offer, in order to prevent an applicant being considered for multiple properties and will reduce delays to other applicants on the waiting list.
- 8.5 Both the Housing Allocation Team and the Registered Provider will agree to respond to requests for references within three (3) working days.
- 8.6 The Registered Provider shall notify the Housing Allocation Team if an applicant does not attend a scheduled viewing and, at the request of the Housing Allocation Team, shall offer a follow up viewing appointment with the applicant.

9 Rejected nominations

- 9.1 There are circumstances where it may be appropriate for the Registered Provider to reject a nomination. This may include, but is not limited to:
- 9.1.1 information given about a nominee is substantially incorrect. In the case of this, the Housing Allocation Team would expect to be informed without delay so that there is the opportunity to seek to provide the missing information; and / or
 - 9.1.2 the nominee does not meet the specified requirements for the property; and / or
 - 9.1.3 the nominee has provided evidence illustrating that offer of accommodation is unaffordable, or the Registered Provider has undertaken an affordability assessment and deemed the property to be unaffordable. If a nominee

challenges this decision, the Registered Provider should undertake the review within 24 hours; and / or

9.1.4 the nominee has significant rent arrears owed to the Registered Provider and has not established a formal agreement for repayment and/or is not making regular payments pursuant to the terms of that agreement; and/or

9.1.5 the nominee has a history of ongoing and serious anti-social behaviour and has been deemed to be an unsuitable tenant.

9.2 In the case of reasons for rejection as detailed in 9.1.4 or 9.1.5, the Registered Provider should notify both the Housing Allocations Team and the nominee of the decision, in writing, within three (3) working days of the decision to reject being made, providing details to the nominee of when this decision will be reviewed and any appeals process.

9.3 If a nomination is rejected by the Registered Provider, reasons must be submitted in writing to the Housing Allocation Team. Each nomination must be considered on a case by case basis.

9.4 The Housing Allocation Team retains the right to appeal any such decision within two (2) working days of receiving the information regarding a rejected nomination. During this two (2) day period, the Registered Provider will agree not to offer or let the property to another applicant. If the Housing Allocation Team does not respond within this period, then the Registered Provider may let the property to another applicant.

9.5 Prior to rejecting a nomination, the Registered Provider shall consult with the Housing Allocation Team. Each case must be dealt with individually and the parties recognise that there is a shared responsibility in housing vulnerable households.

10 Failure to make or secure a nomination

10.1 If the Housing Allocation Team are unable to make a nomination, the reasons for this may include, but are not limited to:

10.1.1 the specified criteria for the property cannot be met by any of the applicants on the register;

10.1.2 it has been agreed that all of the nominees are unsuitable or have refused the offer;

10.1.3 the Council has not made the nominations within the time limits agreed;

10.1.4 there has been no response from nominees after two attempts at contact;

10.1.5 the information given about a nominee is substantially incorrect, in which case the Housing Allocation Team must be informed.

The property shall be advertised on Kent Homechoice for a second occasion, in accordance with Clause 7. The Housing Allocations Team will review the restrictions of the Targeted Allocations Plan to enable a greater number of applicants to bid on the property.

10.2 Should, following the property being advertised for a second occasion, it is not possible to provide any suitable nominees, the Housing Allocations Team will review whether there

are any suitable applicants owed a statutory homelessness duty, who can be put forward as a direct nomination within three (3) working days.

10.3 If there are still no suitable nominees, this will be classed as a failed nomination and the Registered Provider will be able to let from its own transfer list. This will show as a nomination for the purpose of the percentages required by this Agreement but must show as a failed nomination on the monitoring report.

10.4 The Register Provider may also decide to let the property as part of the Kent Domestic Abuse Reciprocal Project or it may approach one neighbouring Kent Local Authority and either request that the property is advertised in that borough/district or that a shortlist is generated directly by the housing system and that the highest priority, suitable applicant is contacted to offer them the property.

11 Housing Statutory Homeless People

11.1 As part of the agreement for nominations with the Council, the Register Provider shall:

11.1.1 use the prescribed wording set out in Appendix 1 or Appendix 2 (as appropriate) when making offers to homeless applicants to ensure that statutory duties owed by the Council to homeless applicants can be effectively discharged;

11.1.2 inform the Housing Allocation Team if a homeless applicant (placed first in the shortlist for a property) will be rejected and the Registered Provider will not proceed to make an offer to the second or any other shortlisted candidate for two (2) working days following the refusal decision in order to discuss the refusal (including the reasons for such rejection) with the Housing Allocation Team;

11.1.3 inform Housing Allocation Team as to whether a homeless household has accepted, refused or not replied to an offer within three (3) working day[s].

12 Unreasonable rejection

The Council's Allocation Scheme states that where the Housing Allocations Team leader deems an applicant's reason for rejection of an offer unreasonable then their priority date shall be re-set to the date of their refusal.

13 Home ownership

13.1 The Council encourages the Registered Provider to offer options for home ownership to tenants.

13.2 The Registered Provider shall consider the housing needs within the Council's administrative area and, where appropriate and financially viable to do so, consider a Rent to Buy option in accordance with a policy to be agreed between the Council and the Registered Provider, working in good faith.

14 Monitoring of nominations

14.1 The Council and Registered Providers shall notify each other of any changes in their lettings policy and criteria which may affect this Agreement.

- 14.2 Registered Providers will keep the Kent Homechoice system updated from time to time, and in any case each month, in order that the Council can monitor on a monthly basis the Registered Provider's compliance with this Agreement.
- 14.3 The Council will review each Registered Provider's lettings log extracted from the Kent Homechoice system and compare this with lettings data held by the Department for Levelling Up, Housing and Communities on its CORE database (or a successor system) every six (6) months.
- 14.4 Any issues arising from nominations will be discussed quarterly as part of the individual partnership meetings between the Council and the Registered Provider.
- 14.5 Where the Registered Provider has failed to offer the required percentage of nominations pursuant to this Agreement in a six (6) month period, this shortfall will be made up by an increased number of properties being made available by the Registered Provider for the Council to nominate to in the following six (6) months.
- 14.6 The Registered Provider acknowledges if:
- 14.6.1 the Registered Provider fails to offer the required percentage of nominations pursuant to this Agreement in two (2) consecutive six (6) month periods; or
- 14.6.2 the Council considers, acting reasonably, that the Registered Provider has materially breached this agreement,
- then the Council reserves the right to refer the Registered Provider to the Regulator of Social Housing with regards to potential breach of the regulatory standards or restrict the Registered Provider's access to Kent Homechoice.
- 14.7 The Registered Provider shall provide a stock return form (in a format provided to by the Council) in the first quarter of each year to be distributed to the Housing Allocation Team. The annual report may also be used to inform reports to Cabinet.

15 Data protection

- 15.1 For the purpose of this clause **15**, defined terms have the meaning prescribed under this Agreement or pursuant to the Data Protection Legislation.
- 15.2 The parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties agree that the Processing under this Agreement will be as follows:
- 15.2.1 the parties shall each Process Personal Data in pursuit of their obligations under this Agreement; and
- 15.2.2 each party shall act as an independent Data Controller in respect of the Processing of Personal Data on its own behalf and in particular each shall be a Data Controller of the Personal Data acting individually and/or in common.
- 15.3 Where a party collects Personal Data which it subsequently transfers to the other party it shall ensure that it is not subject to any prohibition or restriction which would:

- 15.3.1 prevent or restrict it from disclosing or transferring the Personal Data to the other party in accordance with the terms of this Agreement; or
 - 15.3.2 prevent or restrict the other party Processing the Personal Data as envisaged under this Agreement.
- 15.4 Each party shall provide the other party with reasonable co-operation and assistance reasonably required by the other party in relation to Shared Data and arising from:
 - 15.4.1 any Data Subject Request; or
 - 15.4.2 correspondence with the Information Commissioner.
- 15.5 The parties acknowledge that nothing in this Agreement purports to appoint either party as Data Processor for and on behalf of the other party in respect of any Shared Data and that neither party shall otherwise act as a Data Processor unless it has been expressly appointed as a Data Processor by the other party. Such appointment shall be conditional upon the parties agreeing, acting reasonably, a set of Data Processor obligations that comply with the Data Protection Legislation.

16 Freedom of Information

- 16.1 The Registered Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and must assist and cooperate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements.
- 16.2 The Provider shall upon receipt of any request for information in relation to this Agreement received by the Registered Provider:
 - 16.2.1 transfer the request for information to the Council as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information; and
 - 16.2.2 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations 2004.
- 16.3 The Council will be ultimately responsible for determining at its absolute discretion whether any information:
 - 16.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004; and
 - 16.3.2 is to be disclosed in response to a request for information, and in no event will the Registered Provider respond directly to a request for information pursuant to FOIA or Regulation 5 of the Environmental Information Regulations 2004.

- 16.4 The Council shall to the extent practicable seek the views of the Registered Provider where information is requested under FOIA or the Environmental Information Regulations 2004 which is reasonably likely to affect the commercial interest of the Registered Provider and shall take into account the representations of the Provider in deciding on release or withholding of the information but this clause shall not fetter the discretion of the Council or its obligation to have regard to the public interest.

17 Equal opportunities

- 17.1 The Council is committed to equal opportunities in employment and service delivery. The policies and practice of the Council aim to provide an environment that is free from all forms of unlawful or unfair discrimination and values the diversity of all of people.
- 17.2 In managing nominations and allocations, the Council and Registered Provider shall ensure they each comply with Equality Act 2010.

18 Dispute resolution

- 18.1 In the event of any disagreement between the Council and the Registered Provider with regards to the obligations or processes set out in this Agreement, attempts should be made through discussions between the Housing Services Manager at the Council and the equivalent position at the Registered Provider to seek to resolve any issues in good faith.
- 18.2 In the event that resolution cannot be found, the dispute should be escalated to the relevant Heads of Service of both the Council and Registered Provider.
- 18.3 Following this, if there remains no resolution, the dispute will be escalated to relevant Directors of both the Council and Registered Provider and a decision made as to how to proceed.

19 Responsibility for legal costs

- 19.1 The Council will be responsible for the conduct and costs relating to the Council's Allocation Scheme and general operation of the housing register and nomination system.
- 19.2 The Registered Provider will be responsible for the conduct and costs relating to actions of the individual Registered Providers. This includes where a nominee has been refused a property because they do not meet the Registered Providers Lettings Policy criteria, were refused an offer of housing due to the Registered Provides exclusion policy or cannot provide rent in advance or payment by direct debit if required.

20 Indemnity

The Registered Provider shall be responsible for, and shall release and indemnify the Council on demand from and against, all liability for Direct Losses arising from third party actions, claims or demands brought against the Council for breach of statutory duty which may arise out of, or in consequence of a breach by the Registered Provider of its obligations under this Agreement.

21 Modern Slavery

- 21.1 The Registered Provider must have awareness of and shall comply (and shall procure that its personnel comply) with the provisions of the Modern Slavery Act

2015. In the event of there being a concern about a person, the Regulated Provider shall notify the Council.

22 Prevent

- 22.1 The Registered Provider shall ensure that the Registered Provider's Personnel have a good understanding of the need to prevent people being drawn into terrorism and shall (and shall procure that the Registered Providers Personnel shall) comply with the requirements of the Counter-terrorism and Security Act 2015 (CTSA15) (including any guidance, amendments and all subsequent regulations made pursuant to this Act and any Authority policies) and will co-operate with the Authority in ensuring the Authority's compliance with its obligations under CTSA15 and in particular the obligation under section 26 to have due regard to the need to prevent people from being drawn into terrorism in the exercise of its functions (the "Prevent duty"); and
- 22.2 in the event of there being a concern about a person, notify the Authority.

23 Safeguarding

- 23.1 The Registered Provider shall take the following actions in respect of safeguarding where the Services will be delivered to the public and there is likely to be regular contact with children, young people and/or vulnerable adults.
- 23.2 The Registered Provider shall create and maintain a risk assessment of the way it provides the Services and shall appropriately assess the level of responsibility and contact Registered Provider personnel will have with children and vulnerable adults. If such contact is likely to occur, the Registered Provider personnel shall be given appropriate training according to access and risk. The Registered Provider shall also ensure that all Registered Provider personnel engaged in the provision of the Services are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' or children's barred list, as appropriate, and the Registered Provider shall monitor the level and validity of these checks for each individual annually.
- 23.3 The Registered Provider warrants that at all times, for the purposes of this Agreement, it has no reason to believe that any Registered Provider personnel engaged by the Registered Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made there under, as amended from time to time.
- 23.4 The Registered Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out, Regulated Activity as defined in the Safeguarding Vulnerable Groups Act 2006 or who may otherwise present a risk to service users.

24 Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts each of which shall for all purposes be deemed to be an original and all of which taken together shall constitute one and the same agreement.

25 Law and jurisdiction

Subject to clause 18 the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

Signed on behalf of
Anchor Group

.....

Print name:

Position:.....

Date:

Signed on behalf of
Tunbridge Wells Borough Council

.....

Print name:

Date:

Appendix 1

Homelessness Offer – Main Duty owed

Dear

RE: Final Offer of Accommodation (Section 193(7a) Housing Act 1996 as amended)

I am pleased to advise you that you have sufficient priority under the Council's allocation scheme to be offered a property under Part 6 Housing Act 1996 (Allocations). This is a Final Offer for the purposes of subsection (7) of S193 Housing Act 1996 to end our homelessness duty towards you.

The Property

This letter is to offer you a tenancy at the following property: [detail address].

A general description of the property is as follows: [detail no. of bedrooms, house/flat, floor level, whether it has a lift if a flat above the ground floor].

The tenancy will be a [give details of type of tenancy/length if applicable].

The weekly rent will be [detail rent].

The landlord is [provide name of landlord].

Viewing Arrangements

You are invited to view the property on [give date] at [give time].

The arrangements for viewing are: [give details of agent and their contacts details].

Please bring to the viewing the following documents: Proof of ID, proof of income and a current bank statement.

This offer will expire on [give date]. After this date you will no longer be able to accept it.

Consequences of Refusing/Accepting the Offer

It is essential that you accept this offer by the [give date]. If you do not do so I will treat this as a formal refusal of the offer and proceed to end the Council's Main duty towards you. This means that you will not receive any other offer of accommodation and you will be evicted from any temporary accommodation that you may currently be occupying.

If you accept this offer then our homelessness duty will come to an end and you will not receive any other offers and you will be expected to give up any temporary accommodation you may currently be occupying.

Suitability

In reaching the decision to offer you this property, we have taken into account your individual circumstances and consider the property to be suitable for you and your family to occupy on all grounds. We consider it to be of adequate size, affordable and suitability located. We also consider it to be in a reasonable condition. There is also no evidence of a threat of violence.

Other Important Information

This is a Final Offer of Accommodation under Part 6 Offer made under section 193(7A) of the Housing Act 1996.

The Council is satisfied that the property is suitable for you and your household. The Council is also satisfied that you are not under contractual or other obligations relating to your existing accommodation, which you are not able to bring to an end before taking up this offer.

Request for a Review

You can request a review of this decision that the property is suitable for you. You can request a review of this decision under Section 202 of the Housing Act 1996 as amended within 21 days of being notified of the authority's decision. Please note that review requests made outside of the time limited may not be considered.

You may exercise this right whether or not you accept the offer. I, therefore, strongly advise you to accept the offer and then request a review. This will prevent you from becoming homeless in the event that the review goes against you.

Yours sincerely,

Appendix 2

Homelessness Offer – Relief Duty owed

Dear

RE: Final Part 6 Offer (Section 193A(5) Housing Act 1996 as amended)

I am pleased to advise you that you have sufficient priority under the Council's Allocation Scheme to be offered a property under Part 6 Housing Act 1996 (Allocations). This is a Final Part 6 offer to end our Relief duty towards you.

The Property

This letter is to offer you a tenancy at the following property: [detail address].

A general description of the property is as follows: [detail no. of bedrooms, house/flat, floor level, whether it has a lift if a flat above the ground floor].

The tenancy will be a [give details of type of tenancy/length if applicable].

The weekly rent will be [detail rent].

The landlord is [provide name of landlord].

Viewing Arrangements

You are invited to view the property on [give date] at [give time].

The arrangements for viewing are: [give details of agent and their contacts details].

Please bring to the viewing the following documents: Proof of ID, proof of income and a current bank statement.

This offer will expire on [give date]. After this date you will no longer be able to accept it.

Consequences of Refusing/Accepting the Offer

It is essential that you accept this offer by the [give date]. It is also very important that you present well at the viewing and sign up. Failure to do so, which then leads to the landlord not wishing to offer you the property, will also be treated as formal refusal of the offer.

In either case we will proceed to end the Council's Relief duty towards you. The S193 main duty will also not apply. This means that you will not receive any other offer of accommodation and you will be evicted from any temporary accommodation that you may currently be occupying.

If you accept this offer then our homelessness duty will come to an end and you will not receive any other offers and you will be expected to give up any temporary accommodation you may currently be occupying.

Suitability

In reaching the decision to offer you this property, we have taken into account your individual circumstances and consider the property to be suitable for your household to occupy. We consider it to be of adequate size, affordable and suitability located. We also consider it to be in a reasonable condition. There is also no evidence that you would be at risk of violence.

Other Important Information

This is a Final Part 6 Offer made under section 193A(4) of the Housing Act 1996.

The Council is satisfied that the property is suitable for you and your household. The Council is also satisfied that you are not under contractual or other obligations relating to your existing accommodation, which you are not able to bring to an end before taking up this offer.

Request for a Review

You can request a review of the Council's decision that the property is suitable under Section 202 of the Housing Act 1996 as amended within 21 days of being notified of the authority's decision. Please note that review requests made outside of the time limited may not be considered.

You may exercise this right whether or not you accept the offer. I, therefore, strongly advise you to accept the offer and then request a review. This will prevent you from becoming homeless in the event that the review goes against you.

Yours sincerely,