Registered Provider or RP

An organisation which is a Registered Provider of social housing registered in accordance with the provisions of chapter 3 of the Housing and Regeneration Act 2008 and who has been approved by the District Council or already has an interest in other Affordable Housing in the District Council's administrative area.

1.2 The Owners covenant not to Commence the Development of a Phase until the Affordable Housing Scheme for that Phase has been agreed in writing with the District Council PROVIDED ALWAYS THAT if by the date being 42 days after the date of receipt of an Affordable Housing Scheme for a Phase the District Council have neither approved nor rejected that scheme then the Affordable Housing Scheme as submitted for that Phase shall be deemed approved.

1.3 Save unless any Affordable Dwellings are permitted to be sold directly to the public the Owners covenant that (subject to the provisions of paragraphs 1.10 and 1.11) no more than 45 % of the Market Housing Units in a Phase shall be occupied until 50% of the Affordable Dwellings in that Phase have been constructed in accordance with the Planning Permission and made ready for residential occupation and transferred to a Registered Provider and written notification of such has been served on the District Council and the remaining 50% of the Affordable Dwellings shall be so constructed made ready for occupation and transferred to a Registered Provider not later that the first Occupation of 80% of the Market Housing Units save unless otherwise agreed in writing by the District Council..

1.4 The Owners covenant that following the date of Practical Completion of the Affordable Dwellings in a Phase they shall not be used (save where expressly stated to the contrary elsewhere in this Deed) for any other purpose than for Affordable Housing as set out herein.

1.5 The Owners covenant not to dispose of any interest in any Affordable Dwellings for Rent other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to this) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to any other RP.

1.6 The Owners covenant not to dispose of any interest in any Affordable Dwellings which are agreed by the Council shall not be Affordable Dwellings for Rent other than in accordance with Central Government guidance or policy or statutory requirements in respect of that tenure of Affordable Housing.

1.7 Nothing in paragraphs 1.4, 1.5 or 1.6 shall be binding on a Chargee provided that any Chargee shall prior to seeking to dispose of the Affordable Housing pursuant to any default under the terms of its mortgage or charge give not less than three months' prior notice to the District Council of its intention to dispose and:

(a) in the event that the District Council responds within three months from the receipt of the notice indicating that arrangements for the transfer of the Affordable Dwelling can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall subject to the same being reasonable co-operate with such arrangements and use its reasonable endeavours to secure such transfer

(b) if the District Council has failed to serve notice under paragraph 1.7(a) or has served notice stating that no transfer can be made in such a way as to safeguard them as Affordable Housing or if the District Council has served notice that alternative arrangements can be made within two months of the date of service of its response under paragraph 1.7(a) but no such transfer has been secured then the Chargee shall be entitled to dispose free of the restriction set out in this Part which shall from the time of completion of the disposal cease to apply to the unit of Affordable Housing in perpetuity

PROVIDED ALSO THAT at all times the rights and obligations in this paragraph 1.7 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

1.8 The District Council will have the right to consider eligible applicants (being those persons on the District Council housing register) and have nomination rights to each Affordable Dwelling for Rent where they have nominated a suitable occupier within 5 working days of a request to do so. Where no suitable occupier is nominated within 5 working days of such a request by the Registered Provider the District Council shall cease to have nomination rights in respect of that letting only of the Affordable Dwelling for Rent and the Registered Provider shall be able to let the unit to any person it reasonably considers suitable in accordance with the priority set out at paragraph 1.9 of this Part;

1.9 Priority may be given to applicants who have a connection to the relevant Housing Market Area (as defined within the Core Strategy) and who have been assessed as being a housing priority and such priority will also apply to the first disposal or letting of any individual Intermediate Dwelling by the RP

1.10 Notwithstanding the provisions of paragraph 1.3, 1.4 and 1.5 where after a period of 6 months of negotiations with RPs commencing no later than the Commencement of Development on any Phase no agreement has been entered into with a RP for the transfer of the proposed Affordable Dwellings on that Phase and where the Owners are able to demonstrate that they have taken reasonable steps to secure such a transfer for a Reasonable Consideration the Owners will be entitled to seek to enter into an agreement with an RP for the transfer of the proposed Affordable Dwellings in that Phase on the basis of any tenure that is recognised as a form of affordable housing whether in Annex 2 of NPPF (2012) or any successor document or any other policy or statutory provisions in force at the time.