

DATED

2018

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL

AND

XXXXX

NOMINATION AGREEMENT

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IS MADE BETWEEN

1. **THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL** of Plough Lane, Hereford, HR4 0LE (the Council); and
2. **XXXXXXXXXXXXXXXXXX** of XXXXXXXXXXXXXXXXXXXX (the Registered provider)

each a **Party** and together the **Parties**

1. INTRODUCTION AND GENERAL UNDERSTANDINGS BETWEEN THE PARTIES

- 1.1 This document sets out an agreement between Herefordshire Council and Registered Providers owning or managing social and affordable rented accommodation or those that may be built or purchased by Registered Providers throughout the duration of the agreement, in the county.
- 1.2 It applies to all lettings activity for Registered Provider properties as set out in Point 3 below, except those lettings specifically excluded by statute or otherwise agreed.
- 1.3 This is a generic agreement so not all sections will apply to all Registered Providers in all circumstances.
- 1.4 This agreement includes the procedures which are to be used to make available properties for nominations by the Council, both by way of a Manual or Data Transfer Nomination.
- 1.5 The Council are responsible for setting the Housing Allocation Policy and monitoring the Nominations Agreement given that Local authorities have a statutory responsibility to secure suitable accommodation for occupation by eligible homeless priority applicants. The Council also has a responsibility to ensure that reasonable preference for social housing is provided to statutorily defined categories of households in housing need. Registered Providers have a statutory duty to co-operate with the Council to discharge its homelessness duties and to cooperate to such an extent as is reasonable in offering accommodation to people with priority under the Council's allocation scheme.
- 1.6 This Agreement has been developed in accordance with the Housing Act 1996 (s170), The Homes and Communities Agency– Framework for Social Housing in England 2015, the DCLG Code of Guidance for Local Authorities in England and relevant case law.
- 1.7 This Agreement will be reviewed initially every six months with each Registered Provider until such time as it can be shown to be working effectively in achieving its aims and objectives and thereafter at least every 2 years.
- 1.8 For the avoidance of doubt, where previously the Registered Provider were involved in Large Scale Voluntary Transfer Agreement with the Council, the Registered Provider retains any previously agreed commitments as per the original transfer agreement, subject to any variation agreed herein or agreed at a later date following a review of this document.

2. AIMS AND OBJECTIVES

2.1 The aims and objectives of this agreement are:

- a. to provide an effective, consistent and fair nomination process for the benefit of all applicants for housing within the county of Herefordshire,
- b. to ensure compliance with all relevant statutory and regulatory requirements,
- c. to ensure the parties to the agreement achieve and maintain a transparent nomination process, and
- d. to set out a procedure for nominations to the Registered Provider by the Council.

3. SCOPE

3.1 The Agreement covers:

- a. all social rented General Needs units,
- b. affordable Rent homes,
- c. sheltered housing and
- d. other properties as agreed by the Council and the Registered Provider and listed in the attached **appendix 1**.

3.2 The following categories of property are excluded from the nomination arrangements in this agreement:

- a. supported housing projects
- b. extra care units
- c. mutual exchanges
- d. decants
- e. succession and assignment cases
- f. other properties as agreed by the Registered Provider and the Council and listed in the attached **appendix 2**.

4. NOMINATIONS

4.1 Nominations include:

- a. 'live' applicants on the council's housing register who bid for a property and for which they would be eligible under the Council's Housing Allocation Policy, and
- b. those whose details are forwarded to Registered Providers to be considered for a specific property.

5. QUALITY OF ACCOMMODATION

5.1 The properties offered for nominees shall be a cross section of the accommodation owned and/ or managed by the Registered Provider, taking into account the quality, size, type and location, and whether social or affordable rent, subject to any variation in the nomination rights being agreed by the Council. Adapted properties will be included and properties that are accessible though not adapted will also be identified as such in order to assist applicants with mobility issues.

6. PERCENTAGES OF VACANCIES

6.1 The percentage of vacancies to be made available to the Council for nomination purposes is:

- a. Relets: % agreed (*for individual RP*)
- b. Defined hard to properties: % agreed
- c. For New build properties (see point 6.3)
- d. Section 106 (see point 6.4)
- e. Local lettings plan (see point 6.5)

6.2 Each Registered Provider shall notify the Council of every vacancy becoming available to let within the timescales identified in the data sharing schedule. This applies even if the void created is not made available for a Council nominee.

6.3 New Build Properties

6.3.1 The Council, as the strategic housing authority, supports Registered Provider developments and in return receives an agreed percentage of nomination rights to the new homes.

6.3.2 Most new developments will be subject to planning obligations known as Section 106 agreements which must be complied with. Registered Providers must submit information requested to provide reassurance that the planning obligations in respect of affordable housing are met.

6.3.3 Registered Providers will advise the Council of the forthcoming properties 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 and any other relevant information) should be provided to the Housing Register team with any local lettings policy.

6.3.4 It is the responsibility of the Registered Provider to work with staff of the Council's Strategic Housing team to draw up any draft local lettings policy for new build schemes at least six months prior to completion of the scheme.

6.3.5 The Council's Housing Register team will provide nominations for each property at least six weeks before handover (subject to request being received as detailed above). The Housing Register team and the Registered Provider can agree the timing of the nominations on a scheme by scheme basis if preferred. The Council will provide at least 50% more nominees than there are units available e.g. if 10 x 2 beds are being handed over at least 15 would be nominated.

6.4 Section 106 planning gain sites

6.4.1 On new developments where affordable housing units are acquired with the Councils assistance (e.g. section 106 agreements, reduced land price, Homes England funding), 100% of the first letting will be made to nominated applicants.

6.4.2 Individual section 106 agreements may vary slightly but the relevant Section 106 agreements must be complied with in all circumstances when allocating property on a specific site.

6.4.3 Properties subject to s106 agreements must be advertised as being available only to council housing register applicants for a period of 28 calendar days.

6.5 Local lettings plans

6.5.1 The local letting plans are normally short term measures put in place to address specific local management issues. These can include dealing with sustainable community issues.

- 6.5.2 Local lettings policies may therefore over-ride the normal nomination rules for specific neighbourhoods, local housing estates or developments for a specific period of time.
- 6.5.3 Where a local lettings policy is in place Registered Providers must ensure that full details of the criteria are supplied to the Housing Register team.
- 6.5.4 Where the Council is not able to provide nominees that meet these criteria the failure to make or secure a nomination by the Council process will apply.

7 FAILURE TO MAKE OR SECURE A NOMINATION BY THE COUNCIL

7.1 There are a number of reasons why the Council may not be able to make a nomination for example but not limited to: -

- a. There are no applicants or bidders from the register for the property that meet the specified criteria;
- b. All nominees or bidders are agreed to be unsuitable or have refused the offer;

Where a manual nomination system is used, the following may apply:

- c. The council has not made nominations within the agreed timescale;
- d. There is no response from the nominee after two attempts at contact;
- e. The information given about a nominee is substantially incorrect, in which case the council must be informed ;
- f. The information given by the nominee is substantially different to that provided by the council, in which case the council must be informed.

7.2 In cases where the Council is unable to provide manual nominations, the Registered Provider will be advised of this within 3 working days of notification of the vacancy details. In such circumstances, this will be considered to be a failed nomination. The Registered Provider in turn will be able to let the property to an applicant from its own register. This will still be classed as a nomination for statistical purposes but must be shown as a failed nomination on reports.

8 REJECTED NOMINATIONS

8.1 There are some circumstances when it is appropriate for a provider to refuse a manual nomination. These can include, but are not limited to, where:

- a. Information given about a nominee is substantially incorrect, in which case the council must be informed expediently and provided with an opportunity to clarify any missing information;
- b. The nominee does not meet the specified requirements of the property;
- c. The nominee is subject to the registered provider's exclusion policy.

8.2 If a nomination is rejected by the Registered Provider, reasons for the rejection must be provided in writing to the Council. Each nomination must be considered on a case by case decision and a 'blanket ban' cannot be made by Registered Providers.

8.3 In turn, the Council retains the right to appeal this decision within 2 working days of having received notification of a rejected nomination. During this period, the Registered Provider shall not offer or let the vacant property to another nominee or applicant. If no written query from the Council is received

and/or the Council confirms that it will not query the rejection within this period, the Registered Provider is entitled to follow normal procedures to let the property.

8.4 In the case of nomination by the data transfer process, the Registered Provider must identify bidders skipped for any of the reasons listed above immediately and must give reasons for the bidder being skipped. The council retains the right to appeal this decision (see 8.3 above)

9 GROUNDS FOR EXCLUSION

9.1 Please refer to the Council's Housing Allocation policy for general exclusion policy principles.

9.2 In some circumstances, the Council is required to assist families associated with anti-social behaviour or rent arrears because of duties to protect children or to assist vulnerable adults who are homeless. If and when this occurs, the Housing Register team will nominate the household to a different landlord, if possible, to the one which has taken previous legal action against them should the previous landlord refuse to accept a nomination.

9.3 Nominations reflect the statutory duty of the Council to nominate in compliance with its allocation policy. Where a Registered Provider intends to 'skip' a nominee from the shortlist due to the differences between eligibility/qualification and/or its exclusion policies, the Registered Provider must advise the Council within 2 working days (see Rejected Nominations above at point 8) of its reasoning why, and in turn provide the Council with an opportunity to appeal this decision.

9.4 The decision to refuse a nomination must be made on a case by case basis and take into account the individual circumstances of a nominee. Reasons for refusal must be provided to the Council when notifying the Council of the rejection. There should be a shared recognition that where certain circumstances arise there needs to be a flexible approach to individual nominees.

9.5 Vulnerable Groups

9.5.a In broad terms, vulnerable groups include (but not exclusively):

Homeless people; Ex-offenders; People with mental health problems; Drug and alcohol misusers; Frail older people; People with physical disabilities; People with learning disabilities; People fleeing domestic abuse/violence; Care Leavers and those aged under 18, Gypsies and Travellers and *potentially* those in the protected characteristic groups.

9.5.b Registered Providers are expected to ensure that vulnerability does not permanently adversely affect the ability of applicants to access social and affordable properties.

10 DUTY DISCHARGE FOR STATUTORY HOMELESS APPLICANTS

10.1 As part of the nomination procedure for statutory homeless applicants, Registered Providers are asked to:

10.1.a Ensure all offers are made in writing to the nominee in cooperation with the Housing Register team at the Council thereby assisting it to discharge their duty under homelessness regulations. Please add the wording in Appendix 4 to offer letters.

10.1.b To fully update the Council of the outcome of the offer to the applicant, advising whether an offer has been accepted, refused or not replied to, within 1 working day after the outcome is known.

11 **MONITORING NOMINATIONS**

- 11.1 Registered Providers using the manual nominations process must complete Monthly Monitoring Returns to reflect all vacancies and lettings activity relating to Council nominees within 10 calendar days of the month end. Reporting activity from the Registered Providers using the data transfer arrangements must update their systems daily or quarterly to meet the data sharing schedule requirements.
- 11.2 Initially there will be a quarterly review of the effect of the nomination agreement to ensure that the process is working effectively and that the objectives of the agreement are achieved.
- 11.3 In addition the Council will organise an annual audit with the provider.
- 11.4 An annual report will be compiled by the end of June by Strategic Housing outlining overall performance. This report will be shared internally in the Council and to the individual Registered Providers. This will be distributed to the performance group within the Council and may be used to inform the reports to Cabinet.
- 11.5 Where reporting data raises concern, the Council may request additional information for clarification and/or may arrange an additional meeting to discuss matters of concern with a Registered Provider.
- 11.6 Where a Registered Provider has not met the agreed percentage of nominations within any six month period, it is expected that this percentage will be made up by an increased number of properties being made available to the Council for nomination in the following six month period, or as agreed by the Council.
- 11.7 All data must and will be collected, stored and used in accordance with the Data Protection Act 1998 (as amended) GDPR/DPA 2018 as notified in Point 12 below.

12. **DATA PROTECTION**

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations 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.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the data controller and the Registered Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by the Registered Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.
- 12.3 Without prejudice to the generality of clause 12.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Registered Provider for the duration and purposes of this agreement.

- 12.4 Without prejudice to the generality of clause 12.1, the Registered Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
- 12.4.1 process that Personal Data with consent of the Council unless the Registered Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Registered Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Registered Provider shall promptly notify the Council of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Registered Provider from so notifying the Council;
 - 12.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 12.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 12.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - 12.4.4.1 the Council or the Registered Provider has provided appropriate safeguards in relation to the transfer;
 - 12.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 12.4.4.3 the Registered Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 12.4.4.4 the Registered Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 12.4.5 assist the Council, to the best of their ability, with any Subject Access Request received and in ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.4.6 notify the Council without undue delay on becoming aware of a Personal Data breach;
 - 12.4.7 at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination of the agreement unless required by Applicable Law to store the Personal Data; and

12.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Council or the Council's designated auditor.

12.5 The Council does not consent to the Registered Provider appointing any third party processor of Personal Data under this agreement unless prior approval has been provided.

13. EQUAL OPPORTUNITIES

13.1 The Council and all parties to this agreement are committed to advancing equality and to ensure that services are accessible, provided fairly and meet the needs of those who require them most.

13.2 In managing the allocation function, the Council and all Registered Providers must ensure that they comply with Equality Act 2010.

14 DISPUTE RESOLUTION

14.1 In the event of a disagreement between the Council and any Registered Provider regarding the terms of this agreement, local resolution should be sought in the first instance by discussion and resolution between the Lead officers with the intention of arranging a joint meeting where required.

14.2 In the event of a dispute arising between the Council and the Registered Provider regarding the operation of any aspect of this agreement, the following action must be instigated: -

Stage 1: Resolution will be sought by agreement between the relevant Heads of Service of both the Registered Provider and the Council within 14 days of the dispute arising.

Stage 2: If Stage 1 is unsuccessful, then resolution will be sought by agreement between the relevant Directors for resolution within 14 days of referral to them.

Stage 3: If Stage 2 is unsuccessful, then the dispute shall be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure and, unless agreed otherwise the mediator will be nominated by CEDR. Each party will be responsible for meeting their own costs in relation to the resolution of the dispute and any mediation.

15. VARIATION

15.1 Either party may request a variation to this agreement at any time but such a variation shall only be effective if agreed jointly and confirmed in writing by both parties. In some circumstances it may require all Registered Providers to agree the variation to the agreement.

15.2 If no agreement is reached in these negotiations the parties will observe the dispute resolution process outlined in section 14.

16. NOMINEE AND COUNCILLOR ENQUIRIES, COMPLAINTS AND FREEDOM OF INFORMATION REQUESTS.

16.1 The parties to this agreement shall provide information to support each other to respond within their required timescales to Nominee and/or Councillor enquiries, complaints and Freedom of Information requests that may have been received.

16.2 The parties will identify *staff members, with full contact details*, who will be responsible for ensuring that the request for information is forwarded to the appropriate person within their organisation to address the issues raised. The response will be sent to the originator of the request within the timescales identified in the request.

17. RESPONSIBILITY FOR LEGAL COSTS

17.1 The Council will be responsible for the conduct and costs of any legal challenge relating to the Council’s Allocation policy and general operation of the housing register and nomination system.

17.2 The Registered Provider will be responsible for the conduct and costs of a legal challenge 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 Providers exclusion policy or cannot provide rent in advance or payment by direct debit, if required.

Signed

Dated

On behalf of Herefordshire Council

Signed

Dated

On behalf of XXXX

SCHEDULE 1
SCHEDULE OF DATA PROCESSING AGREEMENT

1. The Registered Provider shall comply with any further written instructions as proposed by The Council.
2. Any such further instructions shall be incorporated into this Schedule or within a separate Data processing agreement with the Registered Provider.

Description	Details
Subject matter of the processing	The Council's housing register will be shared via the Housing Partners IT solution with HHL, Stonewater and West Mercia Homes. It will be updated regularly and updates will also be shared through the Manual Nomination process.
Duration of the processing	Any data shared will be kept for the duration of the nomination process only unless a nomination is successful and results in an offer of accommodation.
Nature and purposes of the processing	Any data shared will be processed in line with the nomination process as detailed within this agreement.
Type of Personal Data	<p>The data transferred will include:</p> <ul style="list-style-type: none"> • Name • Address • Date of Birth • Details of all people to be rehoused • Telephone/SMS/e mail contact details • Priority under the Council's allocation policy • Local connection to parish/ward (where relevant) • Reason for nomination • Information relevant to the applicants & their members of their household's needs, e.g. medical needs, support packages, any risk issues, including current/former tenant arrears and any other known 'unacceptable behaviour' information, in the agreed format.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Any data shared will be kept and/or destroyed, disposed or deleted following the conclusion of the nomination process, apart from any successful nominations that are made.

SCHEDULE 2

MANUAL NOMINATIONS PROCESS

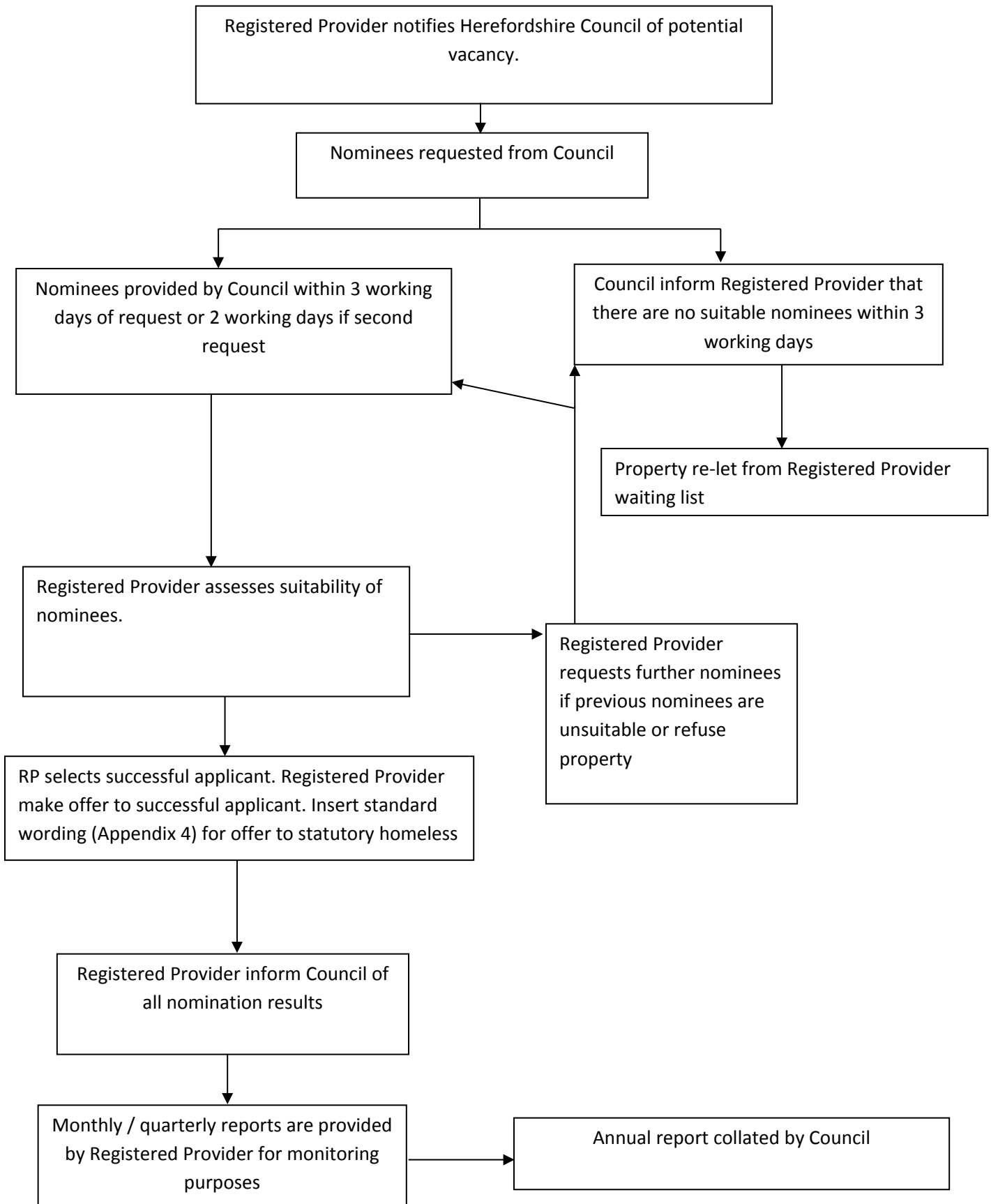
1. Herefordshire Council will identify a dedicated team and advise Registered Providers of their direct contact details.
2. Registered Providers will select a Nomination Officer within their organisation and advise Herefordshire Council of the officer's details.
3. This is the arrangement for relet properties. There are some differences for new build units (please refer to section 6.3).
 - i) Notification of a vacancy
 - ii) On receipt of Notice To Quit from tenant or the Registered Provider becoming aware of a vacancy available for nomination, the Registered Provider will inform the Council of:
 1. Full address of property
 2. Tenancy type (e.g. assured, fixed term)
 3. Property type and floor
 4. Number of bedrooms & bed spaces
 5. Heating type
 6. Thermal warmth (double glazing, SAP/EPC rating)
 7. Additional features e.g. Garden/ Adaptation/parking
 8. Letting restrictions e.g. age, mobility, pets, section 106, local lettings plans
 9. Rent and service charge levels
 10. Any specific requirements e.g. advance rent payment
 11. Tenancy end date (if applicable)
 12. Reason for void
 13. Anticipated ready to let date (to be updated after void inspection)
 - iii) Information on properties which will not be let through the nomination process should include:
 1. Full address of property
 2. Tenancy type (e.g. assured, fixed term)
 3. Property type and floor
 - a. Number of bedrooms & bed spaces
 - b. Additional features e.g. Garden/Adaptation's/Parking
 - c. Whether there are any adaptations to the property and what these adaptations are.
 - d. Letting restrictions e.g. age, mobility, section 106, local lettings plans
 - e. Tenancy end date
 - f. Reason for void
4. Registered Providers must advise the Council of any local letting policies or specific lettings criteria relating to the available properties; for example if an age restriction is applied to applicants.
5. The Council will provide the Registered Provider with details of up to 7 nominees within 3 working days of notification of the vacancy details. If a delay is likely, the Council will contact the

Registered Provider to seek an agreement to extend the time period. The information provided by the Council about the nominees will include:

1. Full Name of Nominee
 2. Address
 3. Date of Birth
 4. Details of all people to be rehoused
 5. Telephone/SMS/e mail contact details
 6. Priority under the Council's allocation policy
 7. Local connection to parish/ward (where relevant)
 8. Reason for nomination
 9. Information relevant to the applicants & their members of their household's needs, e.g. medical needs, support packages, any risk issues, including current/former tenant arrears and any other known 'unacceptable behaviour' information.
- ii) The information will include any other information about the nominee and his/her household that may be relevant to enable proper management of the prospective tenancy.
- iii) Where possible, the Council will advise the applicant that they have been nominated to a named Registered Provider. This can be verbal or in writing by text, email or by letter as appropriate. The Registered Provider may contact the nominees and arrange a home visit. They will provide the nominees with information about the vacancy and their services.
- iv) If none of the Council's nominees accept the offer and/or are not suitable to be made an offer, a further request for nominees will be made by the Registered Providers and the Council will respond within a further 2 working days with up to 3 further nominees, again subject to any agreed variation for individual vacancies.
- v) The Council has two attempts to nominate to a property before it is referred back to the Registered Provider to be let via their own lettings process and recorded as a failed nomination.
- vi) Subject to discussions with the Registered Provider, a direct let to an applicant may be agreed. Direct offers are negotiated at the Council's discretion, in accordance with the Allocation Policy.
- vii) The Registered Provider should refer to clause 10 *and Appendix 4* of this agreement when intending to make an offer to a Statutory homeless applicant
- viii) The Registered Provider will notify the Council of the success and failure of any of the nominations made within one working day of the acceptance and/or refusal of an offer, in order to enable households with urgent needs to be nominated for an alternative vacancy if they were unsuccessful.
- ix) Where an offer has not yet been accepted, the Registered Provider will update on the status of the nominations within 10 working days of an offer having been made to a nominee. This will enable the Council to manage nominations more effectively, especially where urgent rehousing is needed.

- x) Where a nominee refuses an offer, the Registered Provider will advise the Council of the reasons why the nominee refused the offer within 1 working day and will offer reasonable co-operation in any complaint, appeal or review process that may result as part of this process.

Nomination Process Map for manual nominations



SCHEDULE 3

DATA TRANSFER NOMINATIONS PROCESS

1. The Council will identify a dedicated team and advise Registered Providers of their direct contact details.
2. Registered Providers will select a Nomination Officer within their organisation and advise the Council of the officer's details.
3. This is the arrangement for re-let properties. There may be some differences for new build units (Please refer to section 6.3 above).
4. Registered Providers may designate a property as being available for Council Nominees only or may choose to have an open advert inviting expressions of interest from all applicants. In either, case there must be at least two advertising cycles open to Council Nominees and each, lasting for a minimum of seven days, unless there is a process to alert all Council Nominees whose bedroom need matches that of the property and where the Nominee has expressed an interest in housing in the area. In the latter circumstances, there can be one advertising cycle for at least seven days before the failure to nominate arrangement is triggered. Section 106 units must be advertised for 28 calendar days in compliance with the planning agreement.
5. Subject to discussions with the Registered Provider, a direct let to a Nominee may be agreed. Direct offers are negotiated at the Council's discretion, in accordance with the Allocation Policy.
6. The Registered Provider must refer to clause 10 of this agreement when intending to make an offer to a Statutory Homeless applicant.
7. The Registered Provider will notify the Council of the outcome of any of the nominations made within one working day of the acceptance and/or refusal of an offer, in order to enable households with urgent needs to be nominated for an alternative vacancy if they were unsuccessful.
8. Where a Nominee refuses an offer, the Registered Provider will advise the Council of the reasons why the Nominee refused the offer within 1 working day and will offer reasonable co-operation in any complaint, appeal or review process that may result as part of this process.

APPENDIX 1

Additional Properties that form part of the nomination process

Number of units	Scheme Name	Scheme Asset Address	Post code	Property size	Property type	Any specific Comments

APPENDIX 2

Excluded Properties outside of the nomination process

Number of units	Scheme Name	Scheme Asset Address	Post Code	Property size	Property type	Any specific Comments

APPENDIX 3

Example of content to notify applicant of nomination

You currently have an application for housing registered with Herefordshire Council.

Herefordshire Council have recently nominated you to xxx, together with several other applicants, for a property which could meet your needs. All these nominees will be considered for this property and the landlord will make the final decision of who receives the offer.

Your personal application details have been passed to the Association in order for your nomination to be considered. The result of your nomination will be shared with the Council, and other agencies appropriate to your application.

The Association will contact you in the near future to discuss this further.

APPENDIX 4

TEMPLATE OFFER OF ACCOMMODATION UNDER PART VI OF THE HOUSING ACT 1996

Dear

Re: Offer of Accommodation

Herefordshire Council have accepted a full housing duty to your household under s193 of the Housing Act 1996. This offer under part VI of the Housing Act 1996 is made as a full and final offer for the purposes of Section 193(7) of the Housing Act 1996.

In supporting this offer of accommodation, the Council has considered all of your personal circumstances, and is satisfied that this is suitable as an offer of accommodation under s193 of the Housing Act 1996. Further the Council believes that it is reasonable for you to accept this offer of accommodation under Part VI of the Housing Act 1996.

Accepting or Refusing this Offer

The Council believes that you should give careful consideration to this offer of accommodation. However you now have three options following this written offer:

1. You can accept this offer of accommodation
2. You can accept this offer of accommodation, but also request a Review of the Suitability of the Accommodation under s202 of the Housing Act 1996. If the Review finds that the accommodation is suitable, then you will remain in the accommodation. If the Review finds that the accommodation is not suitable then you will be made an offer of alternative accommodation.
3. You can refuse outright this offer of accommodation. However if you do so, then no further offer of accommodation will be made to you, and it is likely that the Council will discharge its duty to you, and as a result you may lose any temporary accommodation that you are currently occupying. Again you may request a Review of the suitability under section 202. If the Review goes in your

favour, you will be offered alternative accommodation. However, if the Review goes against you, no further accommodation will be made available to you. If you are considering a refusal, you are strongly advised to seek your own legal advice before doing so to ensure you are fully aware of the likely consequences.