



Cherwell
DISTRICT COUNCIL
NORTH OXFORDS

Appendix 1

NOMINATIONS AGREEMENT 2021

BETWEEN

**CHERWELL DISTRICT COUNCIL AND REGISTERED PROVIDERS WITH
AFFORDABLE AND SOCIAL RENTED HOUSING IN CHERWELL DISTRICT**

Contents

1. Introduction	3
2. Nomination Rights	4
3. Procedure for Nominations to General Needs and Sheltered Housing.....	5
4. Procedures for Nominations to Extra Care Housing	7
5. Procedures for Nominations to Rural Exception Sites	7
6. Procedures for Nominations for Low Cost Home Ownership	8
7. Choice Based Lettings (CBL) and Charging	9
8. Local Lettings Plans	10
9. Disputes	10
10. Equalities	10
11. Data Protection	11
12. Monitoring	19

1. Introduction

- 1.1 This Agreement is made on (INSERT DATE) of (INSERT MONTH) (INSERT YEAR) between (INSERT REGISTERED PROVIDER AND RP ADDRESS) (RP) and CHERWELL DISTRICT COUNCIL (CDC) of Bodicote House, Bodicote, Banbury OX15 4AA. CDC and the RP each agree to comply with and abide by this Nominations Agreement and the responsibilities contained or referred to within it.
- 1.2 This document sets out the agreed terms and procedures for both CDC and the RP owning or managing rented accommodation in the district of Cherwell, when making or receiving nominations of eligible households to take up occupancy of a vacant affordable housing property (set out in 1.3 below) in the district. Activity under the agreement will be discussed at annual performance review meetings with the RP.
- 1.3 This agreement is applicable to the nomination processes for affordable housing which includes: Affordable Rented or Social Rented General Needs Housing and Sheltered Housing. It refers to arrangements for marketing and allocating properties for shared ownership and low cost home ownership. It also covers rural affordable housing and Rural Exception Site nomination arrangements.
- 1.4 The RP will ensure that CDC is given the opportunity to nominate applicants to a minimum of 75% of any True Voids (as defined in section 2.2), or 90% of True Voids in the case of Sanctuary Housing (with whom CDC has a special relationship because of the previous transfer of CDC's housing stock) or on a rolling basis for RPs with fewer than 4 voids in the district during the financial year, in each financial year starting 1st April in accordance with CDC's Housing Allocation Scheme. The proportion of re-lets will be discussed by CDC and the RP at performance review meetings to ensure this figure is being achieved.
- 1.5 In respect of any housing development site in Cherwell's District where there is already a nominations agreement in place then that nominations agreement shall continue in full force and effect. Should the RP wish to vary that existing nominations agreement to take account of the detail of this Nominations Agreement then the parties shall agree this in writing.
- 1.6 This Nominations Agreement should be read in conjunction with CDC's Allocation Scheme which has been prepared by CDC in accordance with legislative requirements.
- 1.7 For the purpose of this document, the following definitions are used for reference:

- Choice Based Lettings (CBL) cycles: The CBL system operates in weekly cycles. Available properties are advertised on the CBL system each week, starting at 00:01 hrs on Wednesday morning. Applicants can bid for available properties between Wednesday and Monday, with shortlists compiled and nominations made to the RPs within 3 working days of the end of the cycle. When nominations are rejected (by the nominated housing applicant or the RP) new nominations shall be made within 1 working day.
- Extra Care Housing: Extra Care Housing offers a unique combination of housing, care and various support services all in one development. The aim is to enable older people to live in their own homes for as long as possible and provide an alternative to residential care homes.
- Housing Allocation Scheme: Refers to CDC's Housing Allocation Scheme which sets out in detail who is and who is not eligible under the scheme, their level of priority and how this assessment is made. It also sets out how applicants can apply for and access housing, and what service standards an applicant can expect from CDC.
- Rural Exception Sites: These are sites specifically identified for affordable housing in rural communities and where housing development would not normally be permitted.

2. Nomination Rights

2.1 CDC will have nomination rights to:

- 2.1.1 First Letting – 100% of new properties (new build or acquisition and/or refurbished properties).
- 2.1.2 Re-lets –75% on subsequent lets, or 90% of True Voids in the case of Sanctuary Housing unless there is a scheme-specific agreement to vary this (excluding Rural Exception Site nominations – see Section 5).

2.2 The calculation of CDC's entitlement to re-lets is based on the reason the property becomes vacant/void. Voids fall into two categories:

2.2.1 True Voids are created as a result of:

- A tenant moving to another landlord where no reciprocal commitment exists
- The death of a tenant where there is no statutory or contractual right of succession
- A tenant moving out to buy another property
- Abandonment of tenancy
- Eviction
- Rehousing or permanent decant
- A temporary decant returning to their former home

2.2.2 Non-True Voids are created by:

- Temporary move of the existing tenant
- Tenant transfer within the Registered Provider's own stock
- Reciprocal arrangement and moves via housing moves/mutual exchanges.
- Any other circumstances not covered by True Voids

3. Procedure for Nominations to General Needs and Sheltered Housing

- 3.1 CDC's Housing Allocation Scheme, as referred to in section 1.6, describes how CDC prioritises applicants for housing, and how it will shortlist and nominate to properties.
- 3.2 CDC will make direct offers to a very small proportion of the properties and this is done by mutual agreement between the RP and CDC, in line with CDC's Housing Allocation Scheme.
- 3.3 The RP must endeavour to give notification to CDC of all First Let and Re-let properties at least 4 weeks ahead of the expected tenancy start date to allow for the Choice Based Lettings (CBL) advert and nominations process to be completed. Properties will not be advertised earlier than 6 weeks before the expected tenancy start date to help ensure that advertised properties will be available to those with urgent housing needs within a reasonable timescale.
- 3.4 CDC shall provide a nomination to the RP within 3 working days of the end of the applicable CBL cycle, subject to the procedure in section 3.3 being followed.
- 3.5 CDC acknowledges that there may be some unforeseen circumstances which cause delays to the timeframes set out at 3.3 and 3.4. CDC will work with the RP in these circumstances to minimise delays and any frequent reasons for delays can be discussed at the CDC and RP annual performance review meetings in order to find solutions which are agreeable to both parties.
- 3.6 If there is an instance where the housing applicant refuses to accept a tenancy for the vacant property (first let or re-let), the RP shall notify CDC within 1 working day of the housing applicant's refusal, including the reasons for the decision. CDC will make another nomination to the RP within 1 working day of receipt of such notification (this timescale is subject to alteration in exceptional circumstances, such as verifying local connection).
- 3.7 On First Lets, CDC will continue to make nominations to the vacant property until it has been let, unless otherwise agreed in writing between CDC and the RP or such time as no nomination has been given after 2 consecutive CBL cycles.
- 3.8 After a 2nd consecutive unsuccessful CBL cycles the RP can choose to either nominate an eligible household to the property themselves, in line with the

RP's lettings policy, or continue to advertise the property on further CBL cycles.

3.9 Subject to 2.1.2, CDC will be entitled to make nominations of eligible households to Re-let properties until the property is let unless otherwise agreed in writing between CDC and the RP or such time as no nomination has been given after 2 consecutive CBL cycles, after which the RP can consider allocating the property to an eligible household, in line with the RP's lettings policy.

3.10 If the RP wishes to reject a nomination rather than the nominee refusing the nomination (as outlined in section 3.6), the RP will inform CDC of the reasons for this within 1 working day of the decision.

3.10 Unless the refusal is in the best interests of the nominee refusals will generally only be accepted in cases where the nominee was not assessed correctly in accordance with CDC's Housing Allocation Scheme. Generally, unless new information becomes available that was not considered in CDC's assessment, or that assessment is found to be flawed, the nominee will qualify for an offer of accommodation made available under section 2.1 of this Nominations Agreement.

3.11 If there is any dispute over the refusal of the nomination, the Disputes Protocol outlined in section 9 should be followed. If the refusal of the nomination is upheld, CDC must be allowed to make a further nomination.

3.12 If the RP has an urgent need to transfer one of its existing tenants because of: -

- Harassment or abuse;
- Overcrowding;
- Medical grounds;
- Nuisance;
- Under-occupation;
- Other such priority need;

then CDC will consider the reasons given and work with the RP in order to facilitate a move in line with CDC's Housing Allocation Scheme.

3.13 In order to meet the diverse needs of households on the housing register the properties made available for CDC to make nominations to will ideally include a cross-section of the types of accommodation owned by the RP, with consideration given to size, type and location. Adapted properties should also be included.

3.14 In rural locations (excluding Rural Exception Sites, which shall have their own nominations agreements – see section 5) not including Banbury, Bicester or Kidlington, one in every two First Let nominations and one in every three Re-let nominations should be made to applicants who have a local connection to that parish as defined by CDC's Housing Allocation Scheme

unless otherwise agreed with CDC or where there is an adopted Neighbourhood Plan that requires all affordable homes to be let to people with a local connection as defined in the Neighbourhood Plan.

- 3.15 Where it is not possible to find an eligible household on CDC's Housing Register with a local connection as described above, then the nomination will be made to another housing applicant deemed eligible according to CDC's Housing Allocation Scheme.
- 3.16 The RP will ensure that any properties let in accordance with the RP's Lettings Policy are allocated to eligible households and in accordance with the RP's obligations as a social housing landlord. Such lettings will be included in monitoring reports presented to CDC as part of the annual performance review meetings as set out in section 12. The RP will also have regard to CDC's Tenancy Strategy.

4. Procedures for Nominations to Extra Care Housing

- 4.1 Eligibility criteria and the process for allocating Extra Care Housing is set out in CDC's adopted Housing Allocations Scheme. This Nominations Agreement does not apply to any Extra Care Housing scheme which will be subject to a specific nominations agreement for each particular scheme.

5. Procedures for Nominations to Rural Exception Sites

- 5.1 Rural Exception Sites are pieces of land that would not have ordinarily been given planning permission for residential properties. They are driven by local housing needs which are evidenced through Housing Needs Surveys and other local information gathered.
- 5.2 All lets including First and Re-lets on Rural Exception Sites will be reserved for nominations from CDC in line with its current Housing Allocation Scheme, giving priority to eligible households on CDC's Housing Register who have a local connection to the immediate parish in which the homes are built (First Parish). The local connection is defined within CDC's Allocation Scheme but there may be other specific local connection criteria set out in adopted Neighbourhood Plans which should also be considered.
- 5.3 Should no bids be placed within 2 CBL cycles by eligible households with a First Parish local connection, then CDC will nominate an eligible household from the Housing Register who has a local connection to the immediately adjacent rural parishes within Cherwell District or any parishes listed in the relevant adopted Neighbourhood Plan (the Cascade Parishes).
- 5.4 Should no bids be placed within a further two CBL cycles by eligible households who have a local connection to the First Parish, nor the Cascade Parishes then CDC will nominate any housing applicant who is eligible under CDC's Housing Allocation Scheme.

5.5 In the case of refusals by the eligible housing applicant or the RP, the process outlined in Section 3 should be followed.

6. Procedures for Nominations for Low Cost Home Ownership

6.1 CDC will not require housing applicants interested in Shared Ownership or other intermediate (Low Cost Home Ownership) properties to be registered on CDC's Housing Register. However, CDC requires that they register with the Help to Buy Agent (or successor body) for the Cherwell district, and be eligible and approved under the national eligibility criteria for such properties that is published from time to time.

6.2 Therefore, CDC will not expect to make nominations to these properties.

6.3 CDC will require that any Shared Ownership or other intermediate (i.e. Shared Ownership or other Low Cost Home Ownership) property secured for affordable housing through the planning process or otherwise is advertised effectively and where possible on the relevant Help to Buy Agent website.

6.4 When allocating such properties, the RP will make sure any obligations set out in a S.106 Agreement (a Planning Agreement) which may determine other restrictions to occupancy or use of the property are adhered to and will only consider eligible and approved households as set out in 6.1. The RP will also check and verify the eligible household's circumstances and their ability to afford the purchase of the equity share and sustain repayments of any housing costs.

6.5 Wherever possible and appropriate, the RP will prioritise those eligible households that either live permanently or have full-time work within the CDC administrative area subject to sections 6.7 and 6.8 below (excluding Homes England grant funded units). The RP will provide a report to CDC on the allocations of Shared Ownership or other Low Cost Home Ownership properties as part of the CDC and RP annual performance review meetings.

6.6 All properties built for Shared Ownership or other Low Cost Home Ownership should be advertised where possible through the relevant Help To Buy Agent. They should be advertised proactively on the RP website and may also be advertised on CDC's CBL website, with estate agents or other appropriate marketing methods being used as the RP sees fit.

6.7 Rural Exception Sites

6.7.1 The RP will prioritise those eligible households described in 6.1, 6.4 and 6.5 and who have a local connection to the First Parish, Cascade Parishes or the CDC administrative area as referred to for rented properties within Section 5 when allocating and selling shared ownership or other Low Cost Home Ownership properties built on Rural Exception Sites. If there are no eligible purchasers with a local connection to the First Parish, or to the Cascade Parishes after 2 months of the date of practical completion and

proactive marketing of the specific new-build or re-sale property, the RP and/or vendor can sell to an eligible household who has a local connection to CDC's administrative area.

- 6.7.2** If, after a total of 3 months of proactively marketing the new-build or re-sale Shared Ownership or other Low Cost Home Ownership property, the RP or vendor has been unable to sell their equity share in accordance with 6.7.1, then the RP will notify CDC and request written agreement to allow a purchase by any eligible purchaser who does not have a local connection. CDC will respond within 14 days and will not unnecessarily withhold or delay agreement.

6.8 Rural Locations

- 6.8.1 In rural locations which are not classed as a Rural Exception Site, wherever possible, the RP should follow the requirements set out in 6.1 to 6.7, however they will not be obliged after 3 months of marketing to request authority of CDC (set out in 6.7.2) before selling to any eligible purchaser who does not have a local connection.

7. Choice Based Lettings (CBL) and Charging

- 7.1 CDC operates a Choice Based Lettings (CBL) system.

- 7.2 The RP shall be required to utilise CDC's CBL system for the required percentage of lets and types of accommodation as described within this Agreement.

- 7.3 More information on how the CBL system operates can be found in CDC's Housing Allocation Scheme. Access to Homechoice, the brand name of the CBL system, is via CDC's website www.cherwell.gov.uk

- 7.4 The RP shall pay to CDC charges for using CDC's CBL system within 30 days of receipt of an invoice from CDC.

- 7.5 The charge for using CDC's CBL system shall be calculated as follows :

The number of properties successfully let in the 3 years up to the year before the charge applies shall be calculated (so for charges applying in 2021/22 the calculation is based on lettings data from 2017-2020). For RPs that have let more than 50 properties over that 3 year period an average will be calculated (per annum). The lump sum charge applied will be equal to that average multiplied by £75¹ per let. Invoicing will be carried out at the beginning of the financial year in which the charge applies.

¹ £75 applies to charges from 1st April 2021 and will rise in line with the inflationary income assumptions contained within the Council's Medium Term Financial Strategy on the 1st April in each subsequent year.

For RPs that had fewer than 50 lets in the 3 year period defined above, a £75² per let charge will apply and the RP will be invoiced 6 monthly in retrospect based on the number of successful lets recorded in that 6 month period.

No charge will be made for unsuccessful or repeat adverts for the same property in consecutive cycles. Charges will be applied for successful lets only.

All charges will be reviewed annually.

7.6 In the event of any late payment then interest shall accrue at a rate of 4% above the then base rate of the Bank of England until the date of payment.

7.7 If the RP disputes the amount of any invoice, then that dispute shall be determined in accordance with the dispute process (Section 9) in this Agreement and the due date for payment shall be 30 days from the date such dispute is resolved.

8. Local Lettings Plans

8.1 Where it is deemed appropriate and necessary CDC will enter in to a Local Lettings Plan on an individual scheme/property basis.

8.2 CDC will establish a Local Lettings Plan with the RP and will agree a period that the Local Lettings Plan will cover with an established review period and will set out monitoring responsibilities and arrangements.

9. Disputes

9.1 Where disputes arise between the RP and CDC with regards to a nomination or any part of the implementation of this Agreement, there will first be the opportunity to resolve the dispute at an officer level between the Lettings Team at the RP and the Allocations Team at CDC.

9.2 Should this not resolve the dispute within 5 working days of the dispute arising, then there will be a request made for the line manager at the respective organisations to discuss and resolve the issue.

9.3 Should this still not reach a resolution within 7 working days of the dispute first arising, then the dispute will be escalated to Senior Manager or Director level within the respective organisations for a decision within 10 working days. Such occurrences will be included as part of the CDC and RP performance review meetings.

10. Equalities

² £75 applies to charges from 1st April 2021 and will rise in line with the inflationary income assumptions contained within the Council's Medium Term Financial Strategy on the 1st April in each subsequent year.

10.1 CDC and the RP reaffirm their commitment to promoting and facilitating equality of access to social and affordable housing regardless of a person or household's age; disability; gender reassignment; marriage and civil partnership status; pregnancy and maternity; race including ethnic or national origins, colour or nationality; religion or belief; sex; and sexual orientation. RPs will provide performance data to evidence how they meet these requirements. Where concerns arise on individual cases, the monitoring will include a CDC and RP joint review of the data or issue of concern, and an action plan agreed.

11. Data Protection

11.1 In addition to any other defined terms in this Agreement, the following terms shall have the meanings prescribed below:

Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the RP under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement;
Data Protection Legislation	the General Data Protection Regulation (" GDPR "), the Data Protection Act 2018 and any supplemental Legislation in force in the UK and (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018; and also, unless and until the same may be repealed, amended, re-enacted or replaced, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
Data Protection Principles	has the meaning given to it in the Data Protection Legislation;

Data Protection Requirements	any requirements, obligations, restrictions or protections imposed by the Data Protection Legislation or any other legislation or regulations in place which relate to the processing of personal information, including the obtaining, holding, use or disclosure of such information;
Data Subject	has the meaning given to it in the Data Protection Legislation;
Legislation	any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative;
Personal Data	any information as defined in the Data Protection Legislation which is supplied to the RP by CDC or vice versa or is obtained by the RP in the course of nominating and allocating people to property in connection with this Agreement;
Staff	all persons employed by the RP to perform its obligations under this Agreement together with the RP's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Agreement;
Sub-Contractor	sub-contractors (of any tier) of the RP; and
Technical and Organisational Measures	Security and measures to ensure Processing is in accordance with Data Protection Legislation and ensures protection of the rights of Data Subjects.

11.2 Data Processing

- 11.2.1 Each party shall comply with the requirements of the Data Protection Legislation and any equivalent or associated legislation in relation to the sharing of Personal Data in connection with this Agreement and will not knowingly do anything or permit anything to be done which might lead to a breach by them or their sub-contractors or by the other party of the Data Protection Legislation and this clause is in addition to, does not relieve, remove or replace either party's obligations under the Data Protection Legislation.
- 11.2.2 The parties acknowledge that where the RP, pursuant to its obligations under this Agreement, processes Personal Data on behalf of CDC, it shall act as a Data Controller and CDC shall act as a Data Controller (where Data Controller has the meaning as defined in the Data Protection Legislation) and this clause 11.2 applies to the processing of the data which is listed in clause 11.7.

11.2.3 Without prejudice to the generality of clause 11.2.1, each party will, when disclosing Personal Data (the **Disclosing Party**) to the other party (the **Receiving Party**):

- a) ensure they have all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Receiving Party for the duration and purposes of this Agreement; and
- b) ensure it takes appropriate steps to ensure the accuracy of the Personal Data transferred to the Receiving Party and that the Receiving Party is provided with any updates to that Personal Data; or
- c) notify the other party (within two (2) working days) if they receive:
 - (i) a request from a Data Subject to have access to their Personal Data; or
 - (i) a complaint or request relating to that party's obligations under the Data Protection Legislation, including, but not limited to, a request to rectify, block or erase the Data Subject's Personal Data;
- d) provide each other with co-operation and assistance in relation to any complaint or request made, including by:
 - (i) providing the other party with full details of the complaint or request promptly;
 - (ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Disclosing Party's reasonable instructions;
 - (iii) complying with any request by a Data Subject to rectify, block or erase that Data Subject's Personal Data and confirming such action to the other party in writing;
 - (iv) notifying the other party if it receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (v) notifying the other party if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Legislation;
 - (vi) assisting the other party as requested following any Data Loss Event
 - (vii) providing assistance as requested by the other party with respect to any request from the Information Commissioner's Office, or any consultation by that party with the Information Commissioner's Office; and
 - (viii) providing the other party with any reasonable information requested by that party;

11.2.4 Without prejudice to the generality of clause 11.2.1, the RP will:

- a) collect and process Personal Data only in accordance with this Agreement, and in particular in accordance with clause 11.7, unless the RP is required by the Data Protection Legislation to otherwise process Personal Data. Where the RP is relying on the Data Protection Legislation as the basis for processing Personal Data other than in accordance with this Agreement, the RP shall promptly notify CDC of this before performing such processing, unless the Data Protection Legislation prohibits the RP from so notifying CDC; and
- b) collect and process the Personal Data only to the extent, and in such manner, as is necessary in connection with this Agreement or as is required by Legislation or any regulatory body.

11.2.5 All Processing of Personal Data undertaken by the RP in accordance with this Agreement shall at all times comply with the Data Protection Principles under the Data Protection Legislation. In particular, the RP will:

- a) ensure that it has in place appropriate Technical and Organisational Security Measures 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 Security Measures adopted by it);
- b) ensure that all Staff and other personnel who have access to and/or process Personal Data are aware of and understand the provisions of this Agreement and are obliged to keep the Personal Data confidential;
- c) assist CDC, at the RP's cost in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- d) notify CDC without undue delay and within 24 hours on becoming aware of a Personal Data breach, including a Data Loss Event;
- e) at the written direction of CDC, delete or return Personal Data and copies thereof to CDC on termination of the Agreement, or such earlier time when the processing or retention of the Personal Data is no longer necessary, unless required by the Data Protection Legislation to store the Personal Data (with any

necessary consent received from the Data Subjects) and in such circumstances the RP undertakes to delete the Personal Data as soon as possible;

- f) notify CDC (within two (2) working days) if it:
- (i) receives a request from a Data Subject to access to their Personal Data;
 - (ii) receives a request from a Data Subject to have their Personal Data rectified, blocked or erased;
 - (iii) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (iv) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Legislation; or
 - (v) receives a complaint or request relating to CDC's obligations under the Data Protection Legislation;
- g) provide CDC with co-operation and assistance in relation to any complaint or request made, including by:
- (i) providing CDC with full details of the complaint or request;
 - (ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with CDC's reasonable instructions;
 - (iii) providing CDC with any Personal Data it holds in relation to a Data Subject (within the reasonable timescales required by CDC);
 - (iv) complying with any request by a Data Subject to rectify, block or erase that Data Subject's Personal Data and confirming such action to CDC in writing;
 - (v) providing such assistance as CDC may request following a Data Loss Event;
 - (vi) providing such assistance as requested by CDC with respect to any request from the Information Commissioner's Office, or any consultation by CDC with the Information Commissioner's Office; and
 - (vii) providing CDC with any reasonable information requested by CDC;

- 11.2.6 The obligations of the parties to notify each other include an obligation to provide further information to the other party as details become available.
- 11.2.7 All Staff and temporary employees of all Sub-Contractors and the RP who have access to Personal Data for the purposes of this Agreement shall be trained in data protection to accord with the requirements of this Agreement and the Data Protection Legislation and shall undergo refresher training at regular intervals.
- 11.2.8 Without prejudice to the RP's general obligations to provide data and information to CDC on request, CDC shall be entitled to request, and the RP shall, within a reasonable time, provide to CDC (subject to the Data Protection Legislation), relevant employment and personal information in relation to the RP's Staff or temporary employees or any Sub-Contractor's employees (temporary or otherwise) for the purposes of anti-fraud measures to enable CDC to verify the identity of such individuals. The RP shall ensure that it takes any measures necessary pursuant to the Data Protection Legislation and any other relevant Legislation to facilitate such disclosure lawfully and fairly.
- 11.2.9 The RP shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement.

11.3 **No Disclosure**

- 11.3.1 The RP shall not disclose Personal Data to any third parties without CDC's prior written consent (such consent not to be unreasonably withheld) other than:
- 11.3.1.1 to employees and Sub-Contractors to whom such disclosure is reasonably necessary in order for the RP to carry out its function in connection with this Agreement;
 - 11.3.1.2 to the extent required under a court order or Legislation;
 - 11.3.1.3 with the Data Subject's express written consent; or
 - 11.3.1.4 to the extent necessary to protect the Data Subject's vital interests.
- 11.3.2 The RP shall give notice in writing to CDC of any disclosure of Personal Data which either the RP or a Sub-Contractor is required to make under clause 11.3.1 (a) or (b) immediately upon becoming aware of such a requirement.
- 11.3.3 CDC may, at reasonable intervals, request a written description of the Technical and Organisational Security Measures employed by the RP or the Sub-Contractors referred to in clause 11.3.1 within twenty (20) working days of such a request, the RP shall supply written particulars of all such measures detailed to a reasonable level such that CDC can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation and should CDC have any concerns on receipt of such written evidence it shall be entitled to inspect or audit, or arrange for an inspection or audit, of the RP's Technical and Organisational Security Measures, or those of its Sub-Contractors.

11.4 Data Protection Sub-contracting

11.4.1 The RP shall not sub-contract any of its rights or obligations under this Agreement without the prior written consent of CDC.

11.4.2 Where the RP sub-contracts its obligations in relation to this Agreement, the RP shall procure that the same provisions regarding security of the Personal Data and its processing are included in the Sub-Contract as are imposed on the RP under this Agreement.

11.4.3 Where the Sub-Contractor fails to fulfil its obligations in relation to data protection under any such Sub-Contract, the RP shall remain fully liable to CDC for the fulfilment of such obligations under this Agreement.

11.5 Indemnity

12.5.1 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

11.6 Revisions to Data Processing Provisions and Guidance from the Information Commissioner's Office

11.6.1 CDC may, at any time, on not less than thirty (30) working days' notice, revise this Agreement by replacing with any applicable controller to processor/controller standard clauses or similar terms (which shall apply when incorporated by attachment to this Agreement) by notifying the RP of such new clauses or terms in writing.

12.6.2 The parties agree to take account of any guidance issued by the Information Commissioner's Office. CDC may, on not less than thirty (30) working days' notice to the RP amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office by notifying the RP of such amendments in writing.

12.7 Approved Data Processing

Description	Details
Subject matter of the processing	Applications for social housing support
Duration of the processing	The Agreement will remain in force in perpetuity so the processing will continue for as long as the Agreement remains in force, however in respect of each individual the data will only be processed for so long as is necessary to determine that applicant's eligibility for housing
Nature and purposes of the processing	The processing is to determine the applicant's eligibility for social housing, to assess their needs (in respect of housing, health, medical, financial, social etc.) in order to determine whether they are suitable to be placed in the RP's housing and offered a tenancy
Type of Personal Data	The processing will include the transfer of sensitive personal data relevant to housing applications and eligibility including health and medical issues, financial issues, social and criminal issues, information relating to children, the elderly and vulnerable people
Categories of Data Subject	Adults, Children, Elderly, Vulnerable
Lawful Basis of Processing	<p>Article 6(1)(c) of the GDPR – the processing is necessary in pursuit of a statutory duty of CDC</p> <p>Article 6(1)(e) of the GDPR – the processing is necessary for a public task carried out by the parties</p> <p>Article 6(1)(d) of the GDPR – the processing is necessary for the</p>

	<p>vital interest of the data subject</p> <p>Article 6(1)(f) of the GDPR – the processing is necessary in the legitimate interests of the parties</p> <p>Article 9(1)(g) of the GDPR – the processing is necessary for the substantial public interest</p>
Datasets	<p>For all household members:</p> <ul style="list-style-type: none"> • Name • Sex • Date of Birth • Address • Information relevant to assessing housing needs e.g. medical needs, support needs, risks. <p>In addition, for the main applicant only:</p> <ul style="list-style-type: none"> • NI number • Preferred language • Nationality • Ethnic origin • Disability (e.g. learning/mental or physical) • Telephone number • Email • Address • Date moved into address • Tenancy type • Landlord and landlord address • Information relevant to the customer and their needs, e.g. medical needs, support packages, any known risks.

12. Monitoring

12.1 The RP will notify CDC of every void, including those not advertised through CDC, as it becomes available to let in each year starting 1 April. Voids resulting from Shared Ownership or Low Cost Home Ownership, as stated in section 6 will need to be recorded by the RP in reports for the CDC and RP performance review meetings.

12.2 If there have been no void properties to let within the year, the RP will still advise CDC of this.

12.3 The RP and CDC will prepare relevant reports for discussion at annual performance review meetings. The RP will report on data including how many voids the RP has had in Cherwell district during the year, what percentage of voids have been let through CDC's CBL Scheme and report on the process by which allocations are made to the remaining percentage of voids. CDC will report on how many properties have been advertised by the RP and successfully let, how quickly nominations have been provided and how many have been rejected. Where monitoring reveals inconsistencies in an RP's practices or performance these will be discussed with the RP and agreement reached between both parties to establish a resolution.

12.4 CDC will liaise with the Help to Buy Agent regarding details of the Shared Ownership and Low Cost Home Ownership properties sold in the district and report on these figures twice yearly.

12.5 This agreement remains in effect runs until it is either expressly terminated (by written agreement of the parties) or replaced with a new nominations agreement (again, by written agreement of the parties).

AS WITNESS the hands of the parties the day and year first before written.

For and on behalf of Cherwell District Council:

SIGNED by **[print name]**

Signature

Authorised Signatory

For and on behalf of [name of RP]:

SIGNED by **[print name]**

Signature

Authorised Signatory