

AGENDA

Meeting: Cabinet - Shareholder Group

Place: Kennet Room - County Hall, Bythesea Road, Trowbridge, BA14 8JN

Date: Tuesday 26 March 2024

Time: 10.30 am

Please direct any enquiries on this Agenda to Stuart Figini of Democratic Services, County Hall, Trowbridge, direct line 01225-718221 or email stuart.figini@wiltshire.gov.uk

Press enquiries to Communications on direct lines 01225 713114/713115.

All public reports referred to on this agenda are available on the Council's website at www.wiltshire.gov.uk

Membership:

Cllr Richard Clewer

Leader of the Council and Cabinet Member for Military-Civilian Integration, Health and Wellbeing, Economic Development, Arts, Heritage, and Tourism

Cllr Nick Botterill

Cabinet Member for Finance, Development Management and Strategic Planning

Cllr Phil Alford

Cabinet Member for Housing

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Public Participation

Please see the agenda list on following pages for details of deadlines for submission of questions and statements for this meeting.

For extended details on meeting procedure, submission and scope of questions and other matters, please consult [Part 4 of the council's constitution](#).

The full constitution can be found at [this link](#).

Our privacy policy is found [here](#).

For assistance on these and other matters please contact the officer named above for details

1 **Apologies**

2 **Minutes of the Previous Meeting** (*Pages 5 - 8*)

To confirm as a true and correct record and sign the minutes of the Cabinet Shareholder Group meeting held on 10 October 2023.

3 **Declarations of Interest**

To receive any declarations of disclosable interests or dispensations granted by the Standards Committee.

4 **Leaders Announcements**

5 **Public Participation and Questions from Councillors**

The Council welcomes contributions from members of the public.

This meeting is open to the public, who may ask a question or make a statement. Questions may also be asked by Members of the Council.

Written notice of questions or statements should be submitted to Democratic Services at committee@wiltshire.gov.uk by 12.00 noon on 20 March 2024.

6 **Nomination Agreement** (*Pages 9 - 26*)

To consider and approve changes to the Nomination Agreement.

7 **Urgent Items**

Any other items of business, which the Leader agrees to consider as a matter of urgency.

Part II

Item(s) during consideration of which it is recommended that the public should be excluded because of the likelihood that exempt information would be disclosed

8 **Exclusion of the Press and Public**

This is to give further notice in accordance with paragraph 5 (4) and 5 (5) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 of the intention to take the following item in private.

To consider passing the following resolution:

To agree that in accordance with Section 100A(4) of the Local Government Act 1972 to exclude the public from the meeting for the business specified in Item Number 10 because it is likely that if members of the public were present there would be disclosure to them of exempt information as defined in paragraph 3 of Part I of Schedule 12A to the Act and the public

interest in withholding the information outweighs the public interest in disclosing the information to the public.

Reason for taking item in private:

Paragraph 3 - information relating to the financial or business affairs of any particular person (including the authority holding that information).

9 Minutes of the Previous Meeting (Pages 27 - 30)

To confirm and sign the Part II (Private) minutes of the meeting held on 10 October 2023.

10 Stone Circle Company Business Plan (Pages 31 - 512)

To consider and approve the Stone Circle Company Business Plan.

Reason for taking item in private:

Paragraph 3 - information relating to the financial or business affairs of any particular person (including the authority holding that information).

Cabinet - Shareholder Group

MINUTES OF THE CABINET - SHAREHOLDER GROUP MEETING HELD ON 10 OCTOBER 2023 AT KENNET ROOM - COUNTY HALL, BYTHESEA ROAD, TROWBRIDGE, BA14 8JN.

Present:

Cllr Richard Clewer (Chairman), Cllr Nick Botterill and Cllr Phil Alford

Also Present:

Cllr Adrian Foster, Cllr Richard Budden, Cllr Clare Cape, Cllr Gordon King and Cllr Dr Brian Mathew

38 Apologies

There were no apologies.

39 Minutes of the Previous Meeting

The public minutes of the Cabinet Shareholder Group meeting held on 27 June 2023 were presented.

Resolved:

To approve as a correct record and sign the minutes of the meeting held on 27 June 2023.

40 Declarations of Interest

There were no declarations of interest.

41 Chairman's Announcements

There were no Leaders announcements.

42 Public Participation

There was no public participation.

43 Quarterly Performance Report

The Shareholder Group considered the quarterly performance report of the Corporate Director Resources & Deputy Chief Executive (S.151 Officer).

The Group were reminded that this was the first performance report received from the Stone Circle Companies, following agreement at the previous Shareholder Group meeting on 27 June 2023 for quarterly update reports going forward.

The Corporate Director explained that the performance data, prepared by Stone Circle Housing Company contained exempt information and would be considered under Part II of this agenda.

Resolved:

To note the quarterly performance covering report.

44 **Urgent Items**

There were no urgent items.

45 **Exclusion of the Press and Public**

To agree that in accordance with Section 100A(4) of the Local Government Act 1972 to exclude the public from the meeting for the business specified in Agenda Item Numbers 9 and 10 because it is likely that if members of the public were present there would be disclosure to them of exempt information as defined in paragraph 3 of Part I of Schedule 12A to the Act and the public interest in withholding the information outweighs the public interest in disclosing the information to the public.

46 **Minutes of the Previous Meeting**

The Part II (Private) minutes of the Cabinet Shareholder Group meeting held on 27 June 2023 were presented.

Resolved:

To approve as a correct record and sign the Part II (Private) minutes of the meeting held on 27 June 2023.

47 **Quarterly Performance Report**

The Shareholder Group considered the performance data provided by the Stone Circle Housing Company.

Resolved:

- 1) **To monitor the nominations process and provide regular updates to the Shareholder Group in relation to the number of nominations received and properties ready to let.**
- 2) **To request an update on the companies' financial position for the current financial year.**

3) To request financial modelling to be undertaken around the companies longer term financial position to help inform the 2024/25 business plan.

(Duration of meeting: 1.10 - 2.10 pm)

The Officer who has produced these minutes is Stuart Figini of Democratic Services, direct line 01225-718221, e-mail stuart.figini@wiltshire.gov.uk

Press enquiries to Communications, direct line 01225 713114 or email communications@wiltshire.gov.uk

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Wiltshire Council

Cabinet - Shareholder Group

26 March 2024

Subject: Stone Circle Housing Company Nomination Agreement Changes

**Cabinet Member: Cllr Richard Clewer
Leader of the Council and Cabinet Member for Economic Development, Military-Civilian Integration, Heritage, Arts, Tourism, Health and Wellbeing**

Key Decision: Non Key

Executive Summary

This report seeks the Shareholder Group's approval of changes to the Nomination Agreement between Wiltshire Council and Stone Circle Housing Company.

Proposal(s)

The Shareholder Group is asked to note the requested changes to the Nomination Agreement between Wiltshire Council and Stone Circle Housing Company as proposed by the Company and to delegate negotiation and approval of the wording of the variation to the Nomination Agreement to the Corporate Director Resources & Deputy Chief Executive.

Reason for Proposal(s)

Stone Circle Housing Company has requested amendments to the Nomination Agreement to allow the Company to offer properties to alternative groups where the Council's Housing team is unable to provide a suitable nomination and to refine the lettings policy and related indemnity.

**Andy Brown
Corporate Director Resources & Deputy Chief Executive**

Wiltshire Council

Cabinet - Shareholder group

26 March 2024

Subject: Stone Circle Companies Approvals

Cabinet Member: Councillor Richard Clewer, Leader of the Council

Key Decision: Non Key

Purpose of Report

1. This report seeks the Shareholder Group's approval of changes to the Nomination Agreement between the Wiltshire Council and Stone Circle Housing Company.

Relevance to the Council's Business Plan

2. The proposals in the report directly support the Council's business plan to Grow the economy by facilitating the provision of affordable homes and developing new housing on public land.

Background

3. Stone Circle Housing Company has requested amendments to the Nomination Agreement to allow the Company to offer properties to alternative groups where the Council's Housing team is unable to provide a suitable nomination and to refine the lettings policy and related indemnity.

Main Considerations for the Council

4. Stone Circle Housing Company has requested changes to the Nomination Agreement between the Council and the Company dated 20 March 2020, a copy of which is attached at Appendix 1, as varied by the changes agreed by the Shareholder Group on 27 June 2023 and recorded in the Nomination Agreement Variation Letter of the same date, a copy of which is attached at Appendix 2.
5. The requested changes seek to amend the nomination procedure and lettings policy sections of the Nomination Agreement.
6. The Company has proposed the following amended nomination procedure:

The property will be made available to groups in the below order. If no suitable household can be found within the stated period, the Company exercises the right to offer the property to the next group. Once the stated period has expired and the next group has been notified of the property, no further claims will be accepted from the prior group. For the avoidance of

doubt, the time taken for the Company to review an application will not be included in the stated period.

1. *Housing People's Services – service to confirm need and provide a nomination within 10 working days.*
 - a. *If no need is confirmed within 10 working days, the property will be offered to the next group on the list.*
 - b. *If a nomination is rejected, the Council will need to provide another nomination within 5 working days otherwise the property will be offered to the next group on the list.*
 - c. *If a suitable household is not found by the third nomination, no further nominations will be accepted and the property will be offered to the next group on the list.*
 2. *Other services in Wiltshire Council (e.g. Whole Life Commissioning or any service need which presents itself) – service to confirm need within 5 working days.*
 - a. *If the service confirms a need for the property. This will be let directly to the service or partner third-party using the agreed business tenancy template.*
 - b. *If no need is confirmed within 5 working days, the property will be offered to the next group on the list.*
 3. *Open market (at the reduced rental rate) – made available to 'critical workers' as defined by National Government on 20 May 2023 ([Vulnerable children and young people, and critical workers - GOV.UK \(www.gov.uk\)](https://www.gov.uk))*
 - a. *If no suitable household can be found within 10 working days of the advert being listed on the open market, the property will be offered to the next option on the list.*
 4. *Open market (at market rental rate) – on a fixed 12-month contract only. Any rent received above the reduced rental rate will be paid to the Council in line with state aid guidance.*
 - a. *At the end of the fixed 12-month period. The property will be made available to the above groups again to determine if there is a renewed need for the reduced rental rate.*
7. The Company has proposed the following amended lettings policy and indemnity:

Group 1 (Housing People's Services) may nominate any household which it deems suitable, subject to the following requirements:

1. *Confirmation that the named tenants have not been evicted in the previous 5 years for anti-social behaviour and/or rent arrears.*
2. *A clean credit check with no record of County Court Judgments (CCJs), Insolvencies, Individual Voluntary Arrangements (IVAs), Bankruptcies, Sequestrations or Debt Relief Orders (DROs) of any amount within the previous 5 years, whether active or satisfied.*
3. *An income and expenditure analysis to show the property is affordable based on the rent being no more than 38% of income (including Universal Credit or other benefits) and proof of stated income.*
 - a. *If Housing Benefit has been assumed as part of the analysis but is not currently awarded (so no evidence can be provided), this should be clearly stated.*

4. *Verification of right to rent for named tenants and permitted occupants who are 18+.*
5. *Confirmation that the Council will provide a deposit bond and RIA, or that the household will be providing this themselves.*

For nominations who do not meet requirement 4, the Company will be unable to offer a tenancy.

For nominations which do not meet requirements 1 to 3, the Council will provide a written indemnity for the first twelve months of the tenancy.

- *For the avoidance of doubt, if the Council confirm a nomination meets the above requirements, and this is later found to be incorrect, it is accepted that the Council has provided an indemnity for the first twelve months by default.*
- *In cases where the Company and Council do not agree on the suitability of a nomination – this will be escalated to a member of the Shareholder Group. If no decision is made within 5 working days, the nomination will be deemed as unsuitable.*

The Company maintains the right to reject any nomination. If a nomination is rejected, the Company will provide written confirmation clearly stating the rationale for this.

- *In cases where the Council do not agree on the validity of a rejection – this will be escalated to a member of the Shareholder Group. If no decision is made on the appeal within 5 working days, the nomination will be deemed as unsuitable.*

Overview and Scrutiny Engagement

8. Select Committees will retain their scrutiny function in relation to the Shareholder Group. The Overview & Scrutiny Management Committee will be able to call the Shareholder Group to account for progress in relation to any Company for which the Council is a shareholder and any returns it is making.

Safeguarding Implications

9. There are no direct safeguarding implications.

Public Health Implications

10. There are no direct public health implications.

Procurement Implications

11. There are no direct procurement implications.

Equalities Impact of the Proposal

12. A low equalities risk score was calculated for the proposal in this report.

Environmental and Climate Change Considerations

13. There are no direct environmental and climate change considerations associated with the proposals in this Report.

Risks that may arise if the proposed decision and related work is not taken

14. If the proposed decision is not taken, there is a risk that properties will not be filled if the Council's Housing team is unable to provide suitable nominations.

Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks

15.

Financial Implications

16. There are no direct financial implications in respect of this proposal.

Legal Implications

17. The Company and the Council have taken legal advice in respect of the proposal, including State Aid and Subsidy Control considerations.

18. The document is based on the Council's standard nomination agreement template, but specific clauses have been included to ensure that the arrangements comply with state aid/subsidy control as well as to reflect that the Company is meeting other housing needs.

Workforce Implications

19. There are no workforce implications to the proposals.

Options Considered

20. The Shareholder Group has the option to disregard the proposals and determine alternative arrangements.

Conclusions

21. The Shareholder Group is asked to adopt the proposal.

Andy Brown (Corporate Director Resources & Deputy Chief Executive)

Perry Holmes (Director - Legal and Governance)

Appendices

Appendix 1 - Nomination Agreement

Appendix 2 – Nomination Agreement Variation Letter

Background Papers

None

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Wiltshire Council

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Dated 20 MARCH 2020

WILTSHIRE COUNCIL

and

STONE CIRCLE HOUSING COMPANY LIMITED

Nomination Agreement
relating to properties
purchased with loan finance
from Wiltshire Council

Nomination Agreement relating to properties purchased with loan finance from Wiltshire Council

Table of Contents

1. Definitions	1
2. Nomination rights	2
3. Nomination Procedure	2
4. Lettings policy	2
5. Disposal of the Land	3
6. Liability.....	3
7. Notices.....	3
8. Equal Opportunities	4
9. Data Protection.....	4
10. General.....	4
Schedule 1.....	8

This Agreement is dated the 20th of MARCH 2020

Between

(1) Wiltshire Council whose principal office is at County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN (the "Lender" or "Council")

and

(2) Stone Circle Housing Company Limited a company registered in England and Wales under company number 12195127 and whose registered address is at County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN (the "Company")

separately a "Party" and together the "Parties".

It is agreed:

1. Definitions

- | | |
|----------------------------|--|
| "Agreement" | means this agreement; |
| "Commencement Date" | means the date when a tenancy can commence; |
| "Property" | Means property purchased by the Company with use of loan finance from Wiltshire Council under the Loan Agreement and charged against the property be made available to a nominee in accordance with the procedure set out in this agreement; |
| "Lettings Policy" | means the lettings policy of Stone Circle Housing Company Limited; |
| "Nominee" | means a person nominated by the Council who complies with the requirement of the letting policy and has a housing need; |
| "Nomination" | has the meaning given to it clause 3; |

Procedure”

“Nomination Rights” means the rights granted by the Company to the Council to nominate tenants to a Property;

2. Nomination rights

2.1. The Company shall offer the Council Nomination Rights in respect of the all company property in accordance with Nomination Procedure.

3. Nomination Procedure

3.1. The Company shall request from the Council a Nominee for a property no less than 20 working days before the available for letting date.

3.2. If the Company rejects the Nominee, it will request a further nomination within 5 days of the rejection.

3.3. If the Company accepts the nomination of a Nominee, they will offer the property to the Nominee within 5 days.

3.4. If the Nominee rejects the Property, the Company will request a further Nominee within two days of rejection and then again until 5 days before the available for letting date.

3.5. If a Nominee has not accepted the Property by 5 days before the letting date the Company will be free to advertise the Property for letting on the open market.

3.6. Council Nominees made within 5 days of the available for letting date will be considered before any other households who express an interest in the Property.

3.7. The Company will provide information on successful Nominee within 5 days of the Commencement Date.

4. Lettings policy

4.1. Council Nominees to be offered a default assured shorthold tenancy of six months. Subject to tenancy and credit history the length of tenancy will be extended to five years maximum.

- 4.2. Council to nominate households subject to the following requirements:
- i. Tenancy history of household for up to the last 5 years.
 - ii. Satisfactory credit history checks or satisfactory income and expenditure analysis to show the property is affordable.
 - iii. Verification of right to rent.
 - iv. Confirmation of deposit and rent in advance payment.
 - v. For those households who do not have satisfactory history/credit check Council to indemnify rent payments for first twelve months of tenancy.

5. Disposal of the Land

- 5.1. The Company agrees with the Council that the Company will not dispose of the Property or any part of it except to a purchaser or transferee who is a registered social landlord within the meaning given in the Housing and Regeneration Act 2008 who is willing to enter into an agreement on similar terms to this Agreement in so far as such obligations remain to be observed and performed and prior to any such disposal the Company must seek the written consent of the Council.

6. Liability

- 6.1. No liability shall devolve on the Council to reimburse the Company for any loss of rent service charge or for any legal or other costs or fees or any other expenses incurred by the Company arising or in any way connected to the Nomination Rights.

7. Notices

- 7.1 Any notice required to be served shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the address of the party specified in this Agreement or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services save for in respect of any notices served in accordance with clause 3 where such notice shall be addressed to the Housing Allocations and Lettings Manager.

8. Equal Opportunities

8.1 The parties shall during the terms of this Agreement comply with the provision of the Equality Act 2010 as it is unlawful for a contractor to discriminate on the grounds of colour race nationality ethnic or national origins (which includes citizenship) sex and marital status in the fields of employment education and the provision of goods and services and the premises and further the Company will consider any failure in respect of the above matters shall also be considered a breach of this Agreement.

9. Data Protection

- 9.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not remove or replace, a party's obligations under the Data Protection Legislation.
- 9.2 The parties shall comply with their respective obligations set out in Schedule 1 (Data Protection).
- 9.3 Each party shall ensure that it does nothing knowingly or negligently which places the other party in breach of Data Protection Legislation.
- 9.4 The provisions of this clause and Schedule 1 (Data Protection) shall apply during the term of this Contract and indefinitely after its expiry.

10. Dispute Resolution

10.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (a "Dispute") then the parties shall follow the procedure set out in this clause:

- (i) Either party shall give to the other written notice of the Dispute setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Council's representative and the Company's representative (including any other key personnel reasonably required by either party) shall attempt in good faith to resolve the Dispute;
- (ii) if the Council's representative and Company's representative are for any reason unable to resolve the Dispute within 10 days of service of the Dispute Notice, the Dispute shall be referred to the

relevant senior managers of each party who shall attempt in good faith to resolve it;

(iii) if the senior managers of each party are for any reason unable to resolve the Dispute within 15 days of it being referred to them, the Dispute shall be referred to the Council's relevant service director or other senior officer and the Supplier's relevant director who shall meet within 5 days of any failure of the senior managers to resolve the Dispute, and who shall attempt in good faith to resolve it. Such meeting shall be minuted and shall be chaired by the party who first called for the meeting (but the chairman shall not have a casting vote); and

(iv) if the Council's senior officer / director and the Company's relevant director are unable to settle the Dispute the parties shall (subject to any alternative dispute resolution procedures stated in any Form of Agreement) attempt to settle the Dispute either by:

- a. mediation
- b. where appropriate and reasonable in the case of any disputes relating to technical issues, by expert determination.

10.2 During any Dispute, and without prejudice to any other provision of the Contract, it is mutually agreed between the parties that they shall continue their performance of the provisions of the Contract.

10.3 The parties shall bear their own legal costs in respect of the dispute resolution procedure in clauses 10.1 (i) to 10.1 (iii).

11. General

10.1 Neither of the parties to this Agreement may assign or dispose of its interest in this Agreement (other than by way of mortgagee or charge) without the prior written consent of the other PROVIDED ALWAYS that in the event of the Company wishing to assign its interest in this Agreement it shall not be at liberty to do so until such time as the proposed assignee has entered into direct covenants with the Council to carry out any remaining obligations on the part of the Company under the terms of this Agreement which remain to be performed or observed at the time of the proposed assignment

PROVIDED always that nothing contained in this Agreement is intended to bind any mortgagee of:-

- a) the Company or
- b) any purchaser from the Company or
- c) any successor in title from the Company

or any Receiver appointed by such mortgagee nor any successor in title of any person deriving title through or under such mortgagee or Receiver

10.2 Nothing herein contained shall constitute or be deemed to constitute a partnership between the parties hereto

10.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement

10.4 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each Party.

IN WITNESS whereof this Agreement has been duly executed as a DEED by the parties and DELIVERED on the date which first appears in this Agreement.

THE COMMON SEAL of
WILTSHIRE COUNCIL
was hereunto affixed
in the presence of:




.....
Authorised Officer

Team Leader (Legal)

SIGNED and DELIVERED as a DEED by
**STONE CIRCLE HOUSING COMPANY
LIMITED**
acting by a Director and its Secretary or two
Directors:


..... Director


..... Director/Company Secretary

Schedule 1

Data Protection

1 Definitions

In this Schedule 11 (Data Protection, Processing, Personal Data and Data Subjects):

1.1 Unless defined elsewhere in this Schedule 11 defined terms shall have the same meaning as they have in clause 1, the Definitions.

1.2 In this Schedule 11, the following additional terms have the following meanings unless inconsistent with the context:

Controller has the meaning given to it in the GDPR;

Personal Data has the meaning given to it in the GDPR;

Processor has the meaning given to it in the GDPR;

2 Data Processing

2.1 As at the Commencement Date, the Council has determined that the performance of this Agreement does not require processing of Personal Data.

2.2 The parties acknowledge that each of them retains the role of Controller only for their respective organisation in connection with this Agreement.

2.3 In the event that the Council determines that processing of Personal Data is required for the proper performance of this Agreement, before either party makes any such disclosure:

2.3.1 the parties shall co-operate in good faith to review relevant requirements;

2.3.2 should the Council determine that changes to the terms of this Schedule 1 are necessary to ensure compliance with Data Protection Legislation (the **Required Changes**), the Council will provide at least [one month's] written notice to the Company of the Required Changes (such notice to be given in accordance with clause 51 (Notices)). The Company will upon receipt of such notice confirm that it will accept these changes. For the avoidance of doubt, the variation procedure set out at clause 10.6 (Changes) shall not apply to the Required Changes; and

2.3.3 The Company shall enter into such further agreements relating to compliance with Data Protection Legislation as the Council may reasonably require.

Bythesea Road
Trowbridge
Wiltshire
BA14 8JN

27 June 2023

Chairman, Stone Circle Housing Company

By email

Dear Nick

Nomination Agreement

I refer to the Nomination Agreement between Wiltshire Council (the Council) and Stone Circle Housing Company Limited (the Company) dated 20 March 2020.

The Council has approved the following changes to clause 4.2 of the Nomination Agreement at the Shareholder Group meeting which took place today:

4.2 Council to nominate households subject to the following requirements:

- i. Tenancy or address history for the past 2 years evidencing no evictions for Anti Social Behaviour or rent arrears.
- ii. Satisfactory credit history or satisfactory income and expenditure analysis to show the property is affordable based on rent being no more than 38% of income (including Universal Credit), or such other calculation as may be agreed in writing between the Council and the Company.
- iii. Verification of right to rent.
- iv. Confirmation of deposit and rent in advance payment.
- v. For those households who do not have satisfactory history/credit check Council to indemnify rent payments for the first twelve months of tenancy.

We will make arrangements to formally vary the Nomination Agreement but in the meantime I confirm that the Council will indemnify rent payments in accordance with the above for any nominations made from the date of this letter.

Yours sincerely

Andy Brown
Corporate Director, Resources and Deputy Chief Executive

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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