

## **APPENDIX C – Nomination Agreement**

### **NOMINATION AGREEMENT BETWEEN MIDLOTHIAN COUNCIL AND VETERANS HOUSING SCOTLAND**

#### **1. THE AGREEMENT**

This Service Level Agreement is between Midlothian Council (MC), a local authority constituted in terms of the local government (Scotland) Act 1994 and having its principal office at Midlothian House 40 – 46 Buccleuch Street Dalkeith Midlothian EH22 1DN and Veterans Housing Scotland (VHS), the operational name of The Scottish Garden City Housing Society Ltd (SGCHS) a Registered Society, Registered Number 735RS and a Scottish Charity SC 008959 and having their registered office at 525 Ferry Road, Edinburgh, EH5 2FF.

This is an Agreement covering the working relationship between Midlothian Council (the Landlord) Veterans Housing Scotland (the Support Provider) in relation to the tenancies agreed between the parties.

#### **2. THE PARTIES**

<b>(the Landlord)</b>	Midlothian Council
<b>(Landlord's address)</b>	Midlothian House, 40 – 46 Buccleuch Street, Dalkeith Midlothian EH22 1DN
<b>(contact for the Landlord)</b>	
<b>(the Support Provider)</b>	Veterans Housing Scotland
<b>(the Support Provider's address)</b>	525 Ferry Road, Edinburgh, EH5 2FF
<b>(contact for the Support Provider)</b>	

#### **3. STATUS OF AGREEMENT**

Both parties recognise that this Agreement supersedes all previous agreements between the parties, whether written or otherwise, relating to the services provided.

#### **4. DURATION OF AGREEMENT**

Start date of the agreement will be **AWAITS** and is to be reviewed before **AWAITS**

## **5. ASSESSMENT AND ALLOCATIONS PROCEDURE**

TWO (2) properties will be allocated per year to a veteran household who currently reside within the Midlothian Council area.

The landlord will endeavour to identify and allocate suitable accommodation in accordance with its Housing Allocation Policy, subject to the availability of appropriate accommodation.

Veterans Housing Scotland will advertise the properties on its charity website, clearly indicating Midlothian Council as the Landlord and Veterans Housing Scotland as having nominations rights for the tenants of the properties.

The Veterans Housing Scotland applications process identifies suitable applicants who will complete the Midlothian Council housing application through the Midlothian Council local housing officers.

Households will be nominated by Veterans Housing Scotland to Midlothian Council's contact person. This will include providing a completed housing application form and any other supporting information.

Subject to joint agreement around suitability, Midlothian Council will accept the Veterans Housing Scotland nominated veteran tenants.

Midlothian Council will issue a Scottish Secure Tenancy to the accepted nominated applicant.

The household will be supported by Veterans Housing Scotland and Midlothian Council as required.

Midlothian Council will inform Veterans Housing Scotland of void properties to allow Veterans Housing Scotland to nominate replacement veteran tenants as necessary to ensure use of available stock.

## **6. LANDLORD'S HOUSING MANAGEMENT RESPONSIBILITIES**

The statutory and contractual responsibilities of the landlord are specified in the Scottish Secure Tenancy Agreement, and also detailed in the landlord's tenant handbook.

## **7. SUPPORT PROVIDERS RESPONSIBILITIES**

The support provider shall be responsible for the provision of support/care to occupants.

The support provider shall offer up to six months support to veterans who are allocated their own tenancy. This will cover most practical problems they may have as well as helping them to settle into their community, registering with GP, school etc.

## **8. JOINT RESPONSIBILITIES**

Subject to the agreement of the tenant (or his/her representative as appropriate) the landlord shall inform the support provider in the event of the landlord having to contact the tenant over any significant matter in relation to the tenancy.

Where necessary, standard legal procedures will be undertaken as required in housing legislation by the landlord, to comply with the Scottish Secure Tenancy Agreement. It will, however be expected that the following procedures be taken first:-

1. Landlord to contact the support provider or vice versa to discuss problems with tenancy and seek a practical and positive way forward.
2. Support provider to contact the tenant involved and negotiate with him/her, setting out the boundaries, expectations and responsibilities of a tenancy.
3. Support provider to liaise with and work with the landlord to resolve the problem(s) with the tenancy at all times.
4. It is expected that the support provider will continue to support the tenant throughout and work towards a resolution.
5. In the event a household's circumstances change and the accommodation provided is no longer deemed suitable, both parties will aim to reach an alternative sustainable housing solution.

## **9. EXCHANGE OF OPERATIONAL CONTACT DETAILS**

The main contact for Veterans Housing Scotland is

The main contact for Midlothian Council is Claire Douglas  
 Claire.Douglas@midlothian.gov.uk

## **10. INFORMATION EXCHANGE**

Information about the tenant will be exchanged only (a) where either party has significant concerns about the tenant's ability to maintain the tenancy and (b) the consent of the tenant has been obtained.

Within their respective organisations both parties will treat such information in the strictest confidence, on a "need to know" basis. The information will be considered as "Restricted" and only shared with the agreement of the owner or donor.

## **11. DATA PROTECTION**

### **11.1 Compliance with the Data Protection Legislation**

The Landlord and the Support Provider agree that Personal Data used under this agreement shall be processed in accordance with Data Protection Legislation. Data Protection Legislation means , the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable laws and regulations relating to the privacy or the processing of personal data, including any amendments or successor laws or regulations thereto.

### **11.2 Compliance with the Data Protection Principles**

Save to the extent that an exemption applies to limit or exclude any of them, compliance with the Data Protection Legislation shall include (but is not limited to) compliance with the Data Protection Principles as described in Article 5 of the UK GDPR.

### **11.3 Data Controllers**

Both the Landlord and the Support Provider are independent Data Controllers for the use of the data. No controller-processor or joint-controller relationship will apply.

## **12. DISPUTES**

In the event of any dispute arising in relation to the operation of this Nomination Agreement, the matter shall first be referred to the representatives of the parties. In the absence of a satisfactory resolution, the matter will be referred to the parties' respective Management Committees and, if necessary, to an independent arbiter to be agreed by both parties.

## **13. LIAISON MEETINGS**

Quarterly liaison meetings will be held at a time and date agreed by the parties.

## **14. REVIEWING THE AGREEMENT**

The agreement will be reviewed annually. On or around the review date, the parties will meet to review the operation of the Nomination Agreement.

## **15. TERMINATING THE AGREEMENT**

This Agreement terminates by default if (a) if the landlord, being a registered social landlord, ceases to be registered with the Scottish Housing Regulator, or (b) the landlord ceases to own the properties which are the subject of this Agreement.

**16. SIGNATURES**

Signed on behalf of Midlothian Council by:

(signature)

(printed name)

Date:

Signed on behalf of Veterans Housing Scotland by:

(signature)

(printed name)

Date: