

APPENDIX 3
Local Lettings Plan

Local Lettings Plan

Heyford Park

June 2015

1. Background to this Lettings Plan

- 1.1 This Lettings Plan should be read in conjunction with the Nominations Agreement for the affordable housing which will be delivered on Heyford Park.
- 1.2 This lettings plan follows the approval at Cherwell District Council Executive Meeting on the 6th August 2007 to develop a lettings plan that would give priority in the allocation of any new affordable housing developed as part of the planning approval associated with application reference 10/01642/OUT to those residents who reside on Heyford Park.
- 1.3 In 2012 following the approval of the outline planning permission for the site, a survey was commissioned by the Council and carried out by DWA to gather information on the all the tenants on Heyford Park in order to gather together a picture of the household circumstances that existed on the site. This information has been used to inform on the type of affordable housing secured on the site, for example the house types and tenure of the housing. Ultimately the aim of the survey being carried out and this local lettings plan is to ensure that those households which have resided on Heyford Park and the community that has been built up over that time has the opportunity to remain on the site through the allocation of a housing option.
- 1.4 As such the timeframe of the survey and those resident on the site at the time of the survey completion 31st March 2012 was used in the S106 in order to grant priority status for those residents.

2. Priority Groups

Due to the length of time that has elapsed and also the projected length of time that it will take for the site to be fully developed it has been determined that there should be four groupings to determine the priority order in which residents will be considered for the allocation of the new affordable housing at Heyford Park. These groupings will be used to prioritise the rented properties. The groupings will include reference to local connection criteria and give priority to residents of Upper Heyford Park both prior and post the Survey carried out in 2012.

As with any allocations there will be exceptional cases which arise and may need to be dealt with on a case by case basis. These could include those with a severe housing need on the site as determined by the Council.

Group A -residents who meet the criteria as 'Eligible Occupiers' as identified in the S106 Agreement who were residing on Heyford Park prior to 31st March 2012, responded to the Survey ,remain resident on Heyford Park at the time new affordable housing becomes available to be allocated.

Will be:

- Awarded first priority status for allocation of the new affordable housing built on Heyford Park.
- Will be directly matched to a suitable property by the Council using the Choice Based Lettings system.
- Priority within this group will be determined by their required **move date** from their existing Dorchester private rented property, unless there are exceptional circumstances. If a household feels as though they have a particularly high housing need due to a specific family circumstance, they can contact the Council directly for an assessment which may or may not affect their priority on the housing list depending upon the Council's judgement.
- The size of property they qualify for is detailed in section 4.4. of this document, and is applicable to Group A residents only.
- To achieve this offer they will need to be registered on the current Cherwell Housing Register. For Group A residents the £60,000 assets or earning's restriction will NOT apply.
- This prioritisation will not translate to other affordable housing allocations in the rest of Cherwell District. Residents seeking affordable housing elsewhere will be considered with others on the general register in line with their housing needs assessment and banding.
- Group A residents will receive up to 3 offers of suitable housing on Heyford Park. If they refuse all 3 offers, they will lose their priority as Group A, and will be considered for homes alongside Group B residents.

All affordable properties not taken up by Group A residents will be advertised through the Council's Choice Based Lettings System and subject to the Council's Allocation Scheme rules. Applicants for these properties will be given priority as defined below.

Group B – All other current tenants not a resident prior to 31st March 2012 or those Group A residents who chose not to accept their direct match offers of accommodation on the site.

Will be:

- Awarded second priority for allocation of the new affordable housing built on Heyford Park.
- Will be required to apply and be eligible to join the Council's Housing Register, or may have already been registered, in line with its current Allocations Scheme. In accordance with the Council's Allocation Scheme those having assets or earning over £60,000 will NOT be eligible to join the Housing Register. The full Allocations Scheme can be viewed at www.cherwell.gov.uk
- The size of property they qualify for will be defined by the **Allocation Scheme** rules.
- Priority within this group will be determined by their required **move date** from their existing Dorchester private rented property, unless there are exceptional circumstances. If a household feels as though they have a particularly high housing need due to a specific family circumstance, they can contact the Council directly for an assessment which may or may not affect their priority on the housing list depending upon the Council's judgement.
- Will receive up to **three** offers of suitable affordable housing on Heyford Park. The consequences of refusing all three offers of accommodation for those applications on the Housing Register are detailed within the Council's Allocation Scheme and can be viewed at www.cherwell.gov.uk
- This Local Lettings Plan only affords Group B residents prioritisation for new affordable homes at Heyford Park. This prioritisation will not translate to other affordable housing allocations in the rest of Cherwell District. Residents seeking affordable housing elsewhere will be considered with others on the general register in line with their housing needs assessment and banding.

Group **C** – This group will be awarded prioritisation below Bands A and B but above those applicants on the general housing register. This will be due to their local connection to Heyford Park, which is detailed below.

They will be;

- Awarded third priority following Group A and B
- Will be required to apply and be eligible to join the Council Housing Register, or may have already been registered, in line with its current Allocations Scheme
- Group C will cover residents with a local connection to;

Upper Heyford (including the Upper Heyford Airbase), Lower Heyford, Ardley, Fritwell, Somerton, North Aston, Steeple Aston, Middle Aston, and Middleton Stoney

- Qualifying village or parish connections are that the applicant or joint applicant must:
- Have lived in the village for the last 5 years
- Be employed in the village for a minimum of fifteen hours per week and the employment is not of a short-term nature
- Have 10 years previous residence in the village if not currently residing there
- Be over 55 or with a disability requiring support on health grounds from close relatives currently living in the village
- Have close relatives living in the village for a period of at least the last five years.
- (Close relatives are defined as parents, children, siblings, grandparents or grandchildren including step relatives, where there is evidence of frequent contact, commitment or dependency).
- Where applicants have a strong connection with a particular village, we will ask them to detail this on their application. This will enable them to be actively considered for any housing development, which takes place in areas where they hold such a connection. If an applicant is successful, they will have to provide proof of their connection before they can be approved for the nomination.
- We check village connections as specified in the section 106 agreement determined when planning permission is granted for a rural exception development to take place prior to making nominations to our partner Registered Providers.
- Priority within this group will be determined by **housing need**, according to the Councils Allocation Scheme. If a household feels as though they have a particularly high housing need due to a specific family circumstance, they can contact the Council directly for an assessment which may or may not affect their priority on the housing list depending upon the Council's judgement.

Group D – This group refers to any applicants on the housing register who qualify for affordable housing in Cherwell District subject to the Council's Allocations Scheme and shall be considered for allocation of affordable housing after Groups A-C.

3. Shared Ownership

- 3.1 Properties will be advertised by the Registered Provider who will also be required to advertise through the Help to Buy Agent. Priority for these properties will follow the above criterion, however will not be nominated by the

Council and will instead be assessed by the Registered Provider who will liaise with the Council. If residents are interested in Shared Ownership properties they will need to apply and be registered with the Help to Buy Agent which, for Cherwell, is Help to Buy South www.helptobuysouth.org.uk

4. Housing Offer

- 4.1 Housing options interviews will be carried out with all residents on Heyford Park in order to ensure that each household is aware of their housing priority in line with this Local Lettings Plan, and other housing options available to them within Cherwell. These interviews will be carried out by CDC Officers. Affordability checks to ensure nominated applicants can afford to move into the affordable properties at Heyford Park will be carried out by the managing Registered Provider.
- 4.2 Housing options interviews will also be carried out with all tenants in order to ensure they are fully aware of all the housing options open to them both on Heyford Park and in Cherwell District. This will include information about the new rented and shared ownership affordable housing being delivered on Heyford Park as well as any private rented or purchase opportunities that may be affordable to residents.
- 4.3 The housing options interviews will also cover other issues, such as ensuring information is gathered on households medical needs which impact on their housing situation or any other special needs that a household may have which would be important when considering the housing offer made to them or the housing options open to them.
- 4.4 Applicants eligible for properties for Affordable Rent will be able to access the size of property they are entitled to under Cherwell District Council's Allocation Scheme except Group A which are entitled to the following property size's:

Household Size	Number of bedrooms
Single Person	Studio or 1 bedroom/2 bedroom (subject to affordability checks)
Couple	1 bedroom/2 bedroom (subject to affordability checks)
2 applicants not a couple	2 bedroom/3 bedroom (subject to affordability checks)
Household with 1 child	2 bedroom/3 bedroom (subject to affordability checks)
Household with 2 children	2 or 3 bedroom (subject to affordability checks)
Household with 3 children	3 or 4 bedroom (subject to affordability checks)
Household with 4 or more children	4 bedroom

4.5 All applicants will be put through affordability checks by the Registered Provider at the time of allocation of an affordable property to ensure that those applicants looking to move into the property can afford the rent either via private means or through securing housing benefit. Group A applicants will be given the opportunity to under-occupy a property by 1 bedroom should they wish, but it will depend on affordability.

4.6 While statutory overcrowding will not be allowed, applicants may apply for properties smaller than their needs to try and improve their housing circumstances and affordability.

4.7 Those applicants seeking shared ownership properties can purchase a property that has one additional bedroom to the sizes listed above. Eg. A household with 1 child can purchase a 3 bedroom shared ownership property.

5. Allocation of Affordable Properties

5.1 Once there are appropriate new affordable properties available those residents in Group A detailed above will be prioritised for the housing and notified of a direct match to a suitable affordable home, having gone through all the necessary housing options advice. That Group A resident will receive **three** reasonable offers of a rented property. Should they wish to refuse these offers of suitable affordable accommodation via a direct match they then may be considered in Group B and bid accordingly on an advertised property through Choice Based Lettings. Their required move date from their existing Dorchester tenancy will prioritise them within the Group.

5.2 Properties identified for Group A residents will be advertised through Choice Based Lettings, but will be listed as having been direct matched to an applicant to ensure transparency of allocations. The property will have been direct matched to eligible residents on Heyford Park in Group A as they become available.

5.3 When properties are not taken up by Group A residents then those properties will be advertised through the Council's Choice Based Lettings system and the Allocation Scheme rules and bid on by those accepted onto the Housing Register. Priority for these properties will be awarded firstly to those residents in Group B, then C, then D.

5.4 This Local Lettings Plan will be in effect from the point that the first affordable home is available for letting or sale on Heyford Park, and will cease to be in effect once all of the affordable rented properties have been first let and the last shared ownership property has progressed to a 'reserved' status. Subsequent lettings and sales will take place outside this local lettings plan and will be subject to the nominations agreement and the normal processes according to the Council's Allocations Scheme.

5.5 There will be an annual review period on the anniversary date for this agreement or a time agreed by all parties to ensure that it remains relevant, fit for purpose and achieving necessary objectives.

I/we the undersigned agree to abide by this agreement in conjunction with the Nominations Agreement and the S106 Agreement applicable to the affordable homes in question.

Heyford Regeneration Ltd

Authorised Signatory

..... Position.....

Date:.....

Cherwell District Council

Authorised Signatory

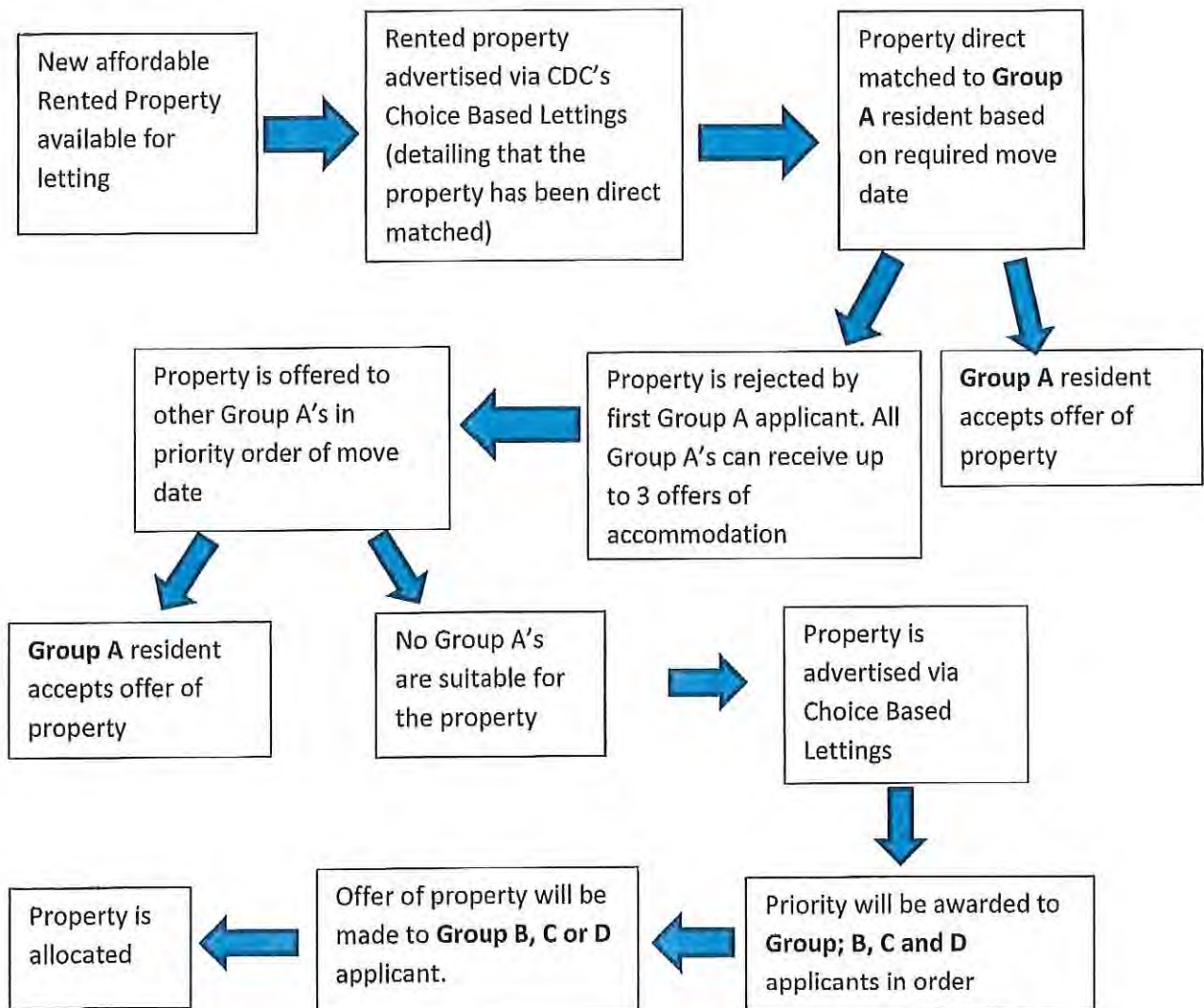


Chris Stratford **Position** Head of Regeneration and Housing

Date: 25th June 2015

Appendix 1

Affordable Rented allocation flow chart



Example:

A 3bed 5 person house becomes available for rent. A direct offer is made by the Council to a suitable, eligible Group A applicant in Trenchard Circle (for arguments sake). That Group A resident either accepts or rejects that offer of accommodation. If they reject it, they will receive 2 further offers when appropriate properties become available. The first property is then offered to other suitable, eligible Group A residents in order of required move date.

If there are no suitable, eligible Group A applicants for the 3 bed house then the property will be advertised on Choice Based Lettings where applicants can bid on the property but those in Group B, then C, then D will be prioritised for the offer, should they be suitable and eligible.

***Exceptional cases outside this process will be considered on their own merits and within the parameters of the Council's Allocations Scheme.**

Council's home choice website - www.cherwell-homechoice.org.uk

APPENDIX 4
Maintenance Specifications

Maintenance regime to include

1. weekly safety inspections of all play equipment
2. removal repair or making safe of any play equipment which is found to be faulty within one day of it having been found to be faulty and replacing it with the same or similar equipment within one month of removal
3. maintaining them in a tidy condition by carrying out the following works at regular intervals:
 - grass cutting
 - pruning of trees and shrubs and hedges
 - removal of weeds and dead plant material
 - removal of rubbish debris and litter
 - maintenance of any walls fences and footpaths within or along any boundaries in good condition
 - replanting of plants which may have died or are otherwise removed

APPENDIX 5
Nominations Agreement

DATED

2014

CHERWELL DISTRICT COUNCIL

- and -

REGISTERED PROVIDER

**ALLOCATION AGREEMENT FOR
SHARED OWNERSHIP LEASES**

Development at XXXXXX, XXXXXX

Planning application number XXXXXX

Kevin Lane

Head of Law & Governance

Cherwell District Council and South Northamptonshire Council

Bodicote House

Bodicote

Banbury

Oxfordshire

OX15 4AA

THIS AGREEMENT is made the day of 2014 **BETWEEN:**

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA (hereinafter called "the Council") and
- (2) **REGISTERED PROVIDER** (registered with the Financial Conduct Authority in accordance with the Co-operative and Community Benefit Societies Act 2014 under registration number XXXXX) of XXXXXXXXXXX,XXXXXX ("the Association")

WHEREAS:

- A. The Council is a Local Authority for the purposes of the Local Government Act 1972 and a Local Housing Authority for the purposes of Part I of the Housing Act 1985.
- B. The Association is a registered social landlord within the meanings of Sections 1 and 2 of the Housing Act 1996.
- C. The parties have agreed that that the Association will not allocate or cause or permit to be allocated any of the Units other than in accordance with the terms set out in this agreement.

NOW THIS DEED WITNESSES and it is agreed as follows:

1 Definitions

- 1.1 "the Land" means all that freehold land to which planning application number XXXXXXX relates and which is shown edged red on the plan annexed hereto.
- 1.3 "Practical Completion Date" means the date on which the Units on the Land are structurally complete and ready for residential occupation as certified by any professional appointee performing the role of Employer's Agent or similar for the Association in respect of the works contract under which the Units were constructed.
- 1.4 "the Project" means the development of units and buildings reasonably ancillary to a residential development for the purposes of providing social housing demised by way of Shared Ownership lease at affordable rents.
- 1.5 "Allocation Period" means the period of **60** years from the Practical Completion Date.
- 1.6 "Units" shall mean the X units for residential occupation constructed on the Land, which are to be known as XXXXX,XXXXXX,XXXXXX.
- 1.8 "SO Lease" means a lease of a Unit which is set and determined by the HCA.
- 1.9 "Staircasing" means the purchase by a leaseholder or leaseholders of a Unit of further percentages of the open market value of a Unit under the terms of an SO Lease.
- 1.10 "Staircasing Proceeds" means the price (net of the Association's reasonable sale expenses) paid by a leaseholder when Staircasing.
- 1.12 "Help to Buy Agent" means Radian Group, Collins House, Bishopstoke Road, Eastleigh, Hampshire SO50 6AD or other such organisation as may be appointed from time to time by the HCA.
- 1.13 "HCA" means the Homes and Communities Agency or such other successor body.

.The Agreement

2. The Association for itself and its successors in title covenants with the Council pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended by section 4 (3) of the Oxfordshire Act 1985) at all times hereafter to duly perform and observe the following covenants:
 - 2.1 The Association shall construct or procure the construction on the Land of XUnits comprising X and X bed houses with the intention of providing social housing at affordable rents to be demised by way of SO Lease in accordance with clause 2.2, and to ensure all construction is carried out in a good and workmanlike manner and otherwise in accordance with the HCA policies, guidance and recommended practices and procedures.
 - 2.2 The Association shall throughout the Allocation Period (subject to the completion of Staircasing out) prioritise applications from, and grant SO Leases of the Units to, persons who are compliant with the Help to Buy Agent's requirements as set out in the Schedule to this Agreement.
 - 2.3 The Association shall throughout the Allocation Period (subject to completion of Staircasing out) prioritise applications from those persons who (subject to 2.2) live or work in the Council's administrative area.and the Council agrees and acknowledges that by entering this covenant with the Council the Association is hereby discharged from its obligations under the SO Nomination Clause.
3. There shall be no variation, change, alteration or modification to this Agreement without agreement between the Council and the Association which agreement shall be evidenced in writing and signed by authorised signatories on behalf of both parties PROVIDED this Agreement may be varied by the Council or the Association where such variation is required by statute order bye-law or statutory instrument or is a change imposed by the HCA or its statutory successor.
4. No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with this Agreement.
5. The Association agrees with the Council that during the Allocation Period the Association will not dispose of any part of the Land on which the Units have been developed or are being developed or the Units or any of them except:
 - 5.1 In accordance with the terms of this Agreement by way of a SO Lease;
 - 5.2 by way of mortgage or legal charge to a lender (the "Lender") assisting with funding or future funding;
 - 5.3 to a purchaser or transferee who is a registered social landlord within the meaning of the Housing Act 1996 and who is willing to enter into an agreement on similar terms to this Agreement and prior to any such disposal

the Association must seek the written consent of the Council such consent not to be unreasonably withheld or delayed; or

- 5.4 in accordance with the Staircasing provisions in the SO Lease and in which case the Association will inform the Council of each and every such event.
6. The terms of this Agreement shall not be binding upon:
- 6.1 any lender or any receiver appointed by a lender or any person deriving title through the lender;
 - 6.2 any person granted an SO Lease or any successor in title to such person;
 - 6.3 any mortgagee of any person as mentioned in clause 6.2;
 - 6.4 any person who by virtue of the terms of an SO Lease is granted or has transferred to such person a reversionary interest.
7. The Association shall ensure that the SO Lease contains a provision requiring a leaseholder or leaseholders wishing to assign their interest in the SO Lease to offer for a period of 8 weeks to sell the Unit through the Help to Buy Agent to a person satisfying the allocation requirements referred to in clause 2.2.
8. If and when the Association has out of monies arising from the premiums received by it on the grant of the SO Leases the rents payable under the SO Leases and the Staircasing Proceeds fully repaid to the lender all monies due and, if social housing grant has been used to fund the development, has paid to the HCA all payments or repayments of social housing grant which are required to be paid or repaid then the Association shall apply all of the balance of any subsequent Staircasing Proceeds for and towards Projects approved by the Council.
9. In the event that any difference arises between the parties with regard to this deed such dispute shall in the first instance be referred to the Chief Executive of the Association and the Director of Development or other nominated officer of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral.
10. If such dispute cannot be resolved as provided for in clause 9 above then the dispute shall be referred for determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen shall act as an expert and not as an arbitrator but shall consider written representations made to him/her by the parties and the costs of such persons shall be borne as he may determine.
11. Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the same may be as fully and effectually exercised in relation to the dwellings constructed on the Land as if this Deed had not been executed by it.

12. This Agreement constitutes the entire agreement and understanding between the parties to it and supersedes any previous agreement between them relating to its subject matter except that nothing in this Agreement shall operate to limit or exclude any liability for fraud.
13. ANY written communication or notice required by this Deed to be served on the Council shall be deemed to have been received if addressed to the Council's Head of Regeneration and Housing for the time being at its offices at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA and sent to him by postal recorded delivery service and any written communication required to be sent to the Association shall be addressed to its Chief Executive and shall be deemed to have been received by him if addressed to him at the address of the Association at Chamber Court, Castle Street, Worcester, WR1 3ZQ and sent to him by postal recorded delivery service.
14. In this Deed the expressions "the Association" and "the Council" shall include their respective successors and assignees and where the context admits the singular shall include the plural and the masculine include the feminine and vice versa.
15. In the event that any part of any clause of this Agreement is decided by a competent Court of Law to be unenforceable, illegal, invalid or otherwise wrong in law, then no part of this Agreement may be severed and the whole Agreement shall come to an end on the date of that judgment whereupon the provisions of the SO Nomination Clause shall apply and become enforceable with immediate effect.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed the day and the year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of **CHERWELL**)
DISTRICT COUNCIL in the presence of: -)

Authorised Signatory

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of **XXXXXXXXX** in the)
presence of : -)

Authorised Signatory

SCHEDULE

Allocation Procedure for Shared Ownership Properties

Help to Buy Agent's Requirements

1. The procedure for allocating SO Leases will be initiated by the Association forwarding details of the relevant scheme to the Help to Buy Agent to advertise the scheme in the local press, inviting applications from homeless persons to be made to the Help to Buy Agent within a reasonable period.
2. Where appropriate an ad hoc Discussion Panel will be convened between the Council and the Association to confirm priorities between applicants for nomination.
3. The Association will provide a report on the allocation to the Council within 10 working days of the allocation of a SO Lease.
4. Where subsequently a leaseholder wishes to sell his unit, the Association will forward details of the unit to the Help to Buy Agent who will advertise the unit, inviting applications from persons to be made to the Help to Buy Agent.
5. The Association will provide to the Council in annual returns the following:
 - (i) addresses of properties vacant and available for shared ownership during that period;
 - (ii) addresses of properties where shared ownership lease was offered;
 - (iii) analysis of properties sold by accommodation type and size;
 - (iv) analysis of properties sold by accommodation size and type showing the ethnic origin of the households;
 - (v) analysis of rent levels, mortgage payments and equity sold for each property.
6. The Council and the Association will hold a monitoring meeting at least annually after receipt of the monitoring returns and that meeting will agree any changes to this Agreement which should be recorded in the minutes of the meeting and a copy of the minutes will be provided to each party.

CHERWELL DISTRICT COUNCIL

Nominations Agreement – Affordable Rented Housing

THIS AGREEMENT is made the day of 2013 between:

1. **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA ("the Council") and
2. **HOUSING ASSOCIATION** (registered under the Industrial and Provident Act 1965 with registration number XXXXXX) whose head office is situated at XXXXXXXX, XXXXX, XXXXXX, XXXXXX (hereinafter called "the Association").

WHEREAS:

- (1) The Council is the local housing authority for the Cherwell district.
- (2) The Association is the owner of the Properties described in the Particulars.
- (3) The Council wishes to nominate Eligible Persons for housing by the Association in the Properties over the Nominations Period.
- (4) The Association has agreed to house Eligible Persons nominated by the Council in accordance with and subject to the terms of this Agreement.
- (5) The Context in which this Agreement is entered into by the Council and the Association is described in the Particulars.

IT IS AGREED that:

1. The Council may nominate Eligible Persons for housing by the Association in the Properties over the Nominations Period.
2. The Association shall house those Eligible Persons nominated by the Council in accordance with and subject to the terms of this Agreement.

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

For and on behalf of the Council:

SIGNED by [print name]

Signature
Authorised Signatory

For and on behalf of the Association:

SIGNED by [print name]

Signature

PARTICULARS

1. Context:

This agreement is supplemental to a S106 Agreement dated [DATE] and made between [PARTIES]

2. Properties:

X houses at XXXXXXXXXXXX shown edged black on the plan annexed to this agreement to be constructed by the Association pursuant to planning application XXXXXX, and "Property" shall be construed accordingly

3. Eligible Persons:

Subject to any exceptions in the Special Conditions, any person eligible for housing in accordance with the Council's allocations scheme in force at the date of a Nomination Notice

4. Tenancy:

An Assured Tenancy at an Affordable Rent granted by the Association to an Eligible Person nominated by the Council for housing by the Association pursuant to this Agreement, and "Tenancies" shall be construed accordingly

5. Affordable Rent:

A rent of no more than 80% of local open market rental values, including service charges, at the time of letting

6. Nominations Procedure:

The procedure specified in and prescribed by this Agreement for nominating Eligible Persons to Tenancies of the Properties

7. Initial Nominations Period:

The period beginning with the date on which a Property shall first become available for letting and ending on the date when all of the Properties shall first become fully Tenanted by Eligible Persons, during which period the Council shall be entitled to nominate Eligible

Persons to Tenancies of all of the Properties

8. Subsequent Nominations Period:

The period of 99 years from expiry of the Initial Nomination Period, throughout which the Council shall be entitled to nominate Eligible Persons to Tenancies of XX% of the Properties that become available for letting over each period of 12 months commencing 1 April in each year throughout the Subsequent Nominations Period

The remaining XX% of the Properties that become available for letting over the same period of 12 months commencing 1 April in each year throughout the Subsequent Nominations Period may be used by the Association to alleviate, remedy or facilitate (as the case may be):

- serious overcrowding in accordance with the Association's allocation policy
- major repairs which require the decanting of tenants while repairs are undertaken
- urgent transfers arising from:
 - harassment/abuse to groups protected under the Equality Act 2010
 - medical grounds
 - serious nuisance
 - under occupation
 - re-housing through the HOMES mobility scheme
 - inter-Association transfers within the administrative district of Cherwell and
 - such other circumstances as the Council and the Association may agree from time to time

9. Nominations Period:

The Initial Nominations Period and the Subsequent Nominations Period combined, except where the context otherwise admits

10. Nomination Notice:

A notice by the Council to the Association listing the Eligible Person(s) the Council may nominate to an available Tenancy of a Property

11. Special Conditions:

Construction of the Properties

The Association shall give the Council's Contact at least 8 weeks' written notice of the date on which the Association anticipates that each and every Property will be structurally complete and ready for residential occupation ("a Property Completion Notice")

Nominations During Initial Nominations Period

The Council may within 4 weeks of receipt of a Property Completion Notice send a Nomination Notice to the Association's Contact in respect of the Property specified in the Property Completion Notice whereupon the Association shall offer a Tenancy of that Property to the Eligible Person(s) specified in the Nomination Notice

The Association shall allow an Eligible Person 5 working days within which to accept or reject a Tenancy offer by the Association

The Association shall notify the Council immediately an Eligible Person rejects or otherwise fails to accept the offer of a Tenancy in which event the Council may serve further Nomination Notices throughout the Initial Nominations Period until all of the Properties first become fully let

Nominations During Subsequent Nominations Period

Nominations will be conducted in accordance with clause 3.0 of this Agreement, and "Nominations Period" in that clause shall be read and construed as if it meant the period of 99 years from expiry of the Initial Nomination Period

Miscellaneous

Nothing in this Agreement shall affect the terms of the Section 106 Agreement to which this Agreement is subject

In the event of any conflict or inconsistency between the Special Conditions set out in this Panel 11 and any other provision of this Agreement, these Special Conditions shall prevail

12. Contact Details:

For the Council:

Gary Owens
Investment and Growth Team Leader
Regeneration and Housing
01295 221663
Bodicote House
Gary.Owens@Cherwell-DC.gov.uk

("the Council's Contact")

For the Association:

[NAME AND ADDRESS]

("the Association's Contact")

1.0 THE AGREEMENT:

- 1.1 The Council and the Association each agree to comply with and abide by this Agreement and the responsibilities contained or referred to in it.
- 1.2 Except as mentioned in clause 1.3, this Agreement is binding on the Association's successors in title.
- 1.3 This Agreement is not binding on any chargee of the Association (or any receiver appointed by the Association's chargee) or that chargee's successors in title holding a Legal Charge upon all or any of the Properties to secure monies advanced to the intent that any chargee of the Association (or receiver appointed by the Association's chargee) realising its security shall be able to sell all or part of the Properties free from the rights and liabilities contained or referred to in this Agreement in which event this Agreement shall, in respect of the Properties sold, cease to have any effect.
- 1.4 This Agreement shall subsist for the Nominations Period or until the Council determines by written notice to the Association that it no longer requires use of the Properties and any of them for housing Eligible Persons under and in accordance with this Agreement.
- 1.5 This Agreement obliges the Association to invite the Council to nominate Eligible Persons for housing by the Association from time to time but the Council shall not be under any obligation to make any such nomination under this Agreement.

2.0 GENERAL CONDITIONS

- 2.1 Both the Council and the Association agree to ensure the Nominations Procedure shall operate effectively for the benefit of Eligible Persons in the Cherwell district throughout the Nominations Period.
- 2.2 Both parties will operate the Nominations Procedure in accordance with the spirit as well as the letter of this Agreement.
- 2.3 No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with a nomination by the Council under this Agreement.
- 2.4 This Agreement contains all the terms expressly agreed between the parties in respect of the Nominations Procedure and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by either party where such variation is required by any statute, order, bye-law or statutory instrument.

3.0 NOMINATIONS PROCEDURE

- 3.1 The Association shall notify the Council in writing immediately a vacancy or forthcoming vacancy in any Property arises, specifying in such notice all and any factors that may be relevant to any Tenancy of that Property granted by the Association.
- 3.2 The Council shall within 3 working days of receipt of any notice given by the Association under clause 3.1 either issue a Nomination Notice to the Association or confirm to the Association in writing that it has no such nomination to make.
- 3.3 Subject to clause 3.7, the Association shall on receipt of a Nomination Notice from the Council under clause 3.2 offer the Eligible Person(s) specified in the Nomination Notice a Tenancy of the Property.
- 3.4 The Association shall allow an Eligible Person to whom it offers a Tenancy pursuant to clause 3.3 five working days within which to accept or reject such offer.

- 3.5 If an Eligible Person rejects or fails to accept the offer of a Tenancy made by the Association within the period specified in clause 3.4, the Association shall forthwith notify the Council of such rejection or non-acceptance and invite the Council to make a further nomination in respect of the relevant Property.
- 3.6 Except as may be agreed with the Council, the Association shall not unreasonably refuse to let any Property to an Eligible Person nominated by the Council under this Agreement unless the Association establishes to the reasonable satisfaction of the Council that:
- the circumstances of the Eligible Person's household have changed since last assessed by the Council;
 - inaccurate information in respect of the Eligible Person or their household was provided by the Council;
 - the Property is not suitably adapted for occupation by the Eligible Person or their household;
 - the Eligible Person is demonstrably unable to afford the rent;
 - the Eligible Person has been evicted within the previous two years by the Association for breach of any tenancy condition;
 - the size of the Eligible Person's household exceeds the permitted number of occupants for the Property as determined by the Council's allocation scheme in force at the date of a Nomination Notice;
 - the Eligible Person has been convicted of a criminal offence involving the use of any previous accommodation for unlawful purposes; or
 - the Association cannot reasonably be expected to manage the harm that is likely to be caused to or by the Eligible Person or a member of the Eligible Person's household if housed within the neighbourhood in which the Property is situated.
- 3.7 Where the Association determines to reject any nomination made by the Council under this Agreement it shall notify the Council within 3 working days of the date of the relevant Nomination Notice, giving the appropriate reason(s) for its rejection (by reference to those referred to in clause 3.6) and inviting the Council to make a further nomination of the relevant Property.
- 3.8 The Council shall within 3 working days of receipt of any notice given by the Association under clauses 3.5 or 3.7 either serve a further Nomination Notice on the Association or confirm to the Association in writing that it has no such nomination to make.
- 3.9 Subject to clause 3.10, the parties shall repeat that part of the Nominations Procedure described in this clause 3.0 until a Tenancy of the relevant Property is granted to an Eligible Person nominated by the Council or the Council confirms to the Association in writing that it has no further nomination to make.
- 3.10 If the Council does not make a nomination in accordance with this Agreement or confirms to the Association in writing that it has no further nomination to make then the Association shall be free to let the relevant Property to any person in priority need of housing at an Affordable Rent PROVIDED this Agreement shall continue in full force and effect upon the occasion of any vacancy of the Property that subsequently arises during the Nominations Period.
- 3.11 The Association shall not, as landlord, or prospective landlord, in respect of any Tenancy granted or offered under this Agreement to an Eligible Person, unlawfully discriminate either directly or indirectly on the grounds of race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and, without prejudice to these principles, the Association shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or

Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or any other relevant or equivalent legislation, or any statutory modification or re-enactment of all and any such legislation.

4.0 MONITORING

4.1 The Association shall provide monitoring returns to the Council on 1 April, 1 July, 1 October and 1 January throughout the Nominations Period confirming:

- the addresses of Properties vacant and available for letting at the relevant quarter date; and
- the number of Properties let over the previous quarter, the source of that letting by nomination or otherwise, and the date each tenancy commenced; and
- such other information as the Council may reasonably require.

4.2 The Council and the Association will meet annually on or around 1 April each year throughout the Nominations Period to review and agree any changes to the Nomination Procedure, such changes to be recorded by the parties in accordance with clause 7 of this Agreement.

5.0 NOTICES

5.1 Any notice required by this Agreement to be served on the Council shall be validly served if sent by first class post or facsimile to the Council's Contact or to such other Contact as the Council may notify the Association from time to time in accordance with clause 5.2.

5.2 Any notice required by this Agreement to be served on the Association shall be validly served if sent by first class post or facsimile to the Association's Contact or to such other Contact as the Association may notify the Council from time to time in accordance with clause 5.1.

6.0 DISPUTES

6.1 All questions or differences whatsoever arising from or relating to this Agreement shall be referred to a single Arbitrator to be agreed upon by the parties or failing agreement to be appointed by the then President of the Chartered Institute of Housing, such Arbitrator to have all the powers conferred on arbitrators by any law, legislation, statute, directive, or regulation for the time being in force in the United Kingdom.

6.2 The parties agree that the decision of the Arbitrator shall be final and binding on both the parties.

6.3 The Arbitrator's costs shall be borne equally by the parties or as the Arbitrator shall direct.

7.0 ENTIRE AGREEMENT

This Agreement contains all the terms expressly agreed between the parties in respect of the nomination of Eligible Persons for housing by the Association in the Properties and shall only be varied in writing and signed on behalf of the parties provided that this Agreement shall be deemed to be varied to the extent necessary to comply with or conform to any statute, order, bye-law or statutory instrument.

8.0 LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982

The Association for itself and its successors in title covenants with the Council pursuant to the provisions of section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended by section 4(3) of the Oxfordshire Act 1985) at all times hereafter to

duly perform and observe the covenants on the part of the Association contained or referred to in this Agreement.

9.0 DATA PROTECTION

9.1 The Association shall comply with any notification requirements under the Data Protection Act 1998 (the DPA) and both parties will duly observe all their obligations under the DPA, which arise in connection with this Agreement.

9.2 Notwithstanding the general obligation in clause 9.1, where the Association is processing Personal Data as a Data Processor for the Council, the Association shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- provide the Council with such information as the Council may reasonably require to satisfy itself that the Association is complying with its obligations under the DPA; and
- promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 9.2; and
- ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the DPA.

9.3 The provisions of this clause shall apply during the Nominations Period and indefinitely after expiry [or termination] of this Agreement.

9.4 In this clause 9, the expressions *Data Processor* and *Personal Data* shall have the meaning ascribed to them in the DPA.

SIGNED IN COUNTERPART

THE COMMON SEAL of)
CHERWELL DISTRICT COUNCIL)
was affixed in the presence of:-)

Authorised Signatory:

THE COMMON SEAL of)
OXFORDSHIRE COUNTY COUNCIL)
was affixed in the presence of:-)


Chief Legal Officer /Designated Officer:



EXECUTED (but not delivered until
the date inserted herein) **AS A DEED** on behalf
of **UPPER HEYFORD GP LIMITED**
a company incorporated in Jersey by

Name

being a person who in accordance with the laws
of that territory is acting under authority of the Company

Authorised Signatory

SIGNED IN COUNTERPART

THE COMMON SEAL of
CHERWELL DISTRICT COUNCIL
was affixed in the presence of:-

)
)
)

Authorised Signatory:



CDC
19039

THE COMMON SEAL of
OXFORDSHIRE COUNTY COUNCIL
was affixed in the presence of:-

)
)
)

Chief Legal Officer /Designated Officer:

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED** on behalf
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Name

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of that territory is acting under authority of the Company

Authorised Signatory

SIGNED IN COUNTERPART

THE COMMON SEAL of
CHERWELL DISTRICT COUNCIL
was affixed in the presence of:-

)
)
)

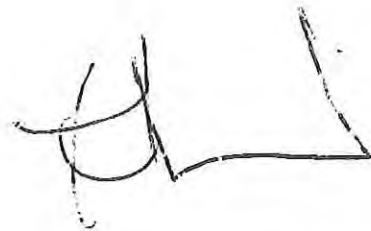
Authorised Signatory:

THE COMMON SEAL of
OXFORDSHIRE COUNTY COUNCIL
was affixed in the presence of:-

)
)
)

Chief Legal Officer /Designated Officer:

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED** on behalf
of **UPPER HEYFORD GP LIMITED**
a company incorporated in Jersey by

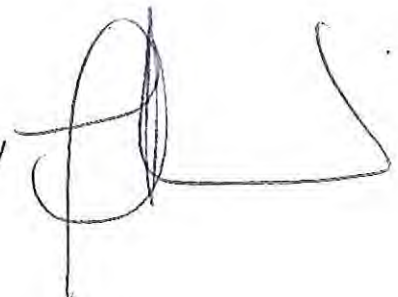


Name

Paul Suter

being a person who in accordance with the laws
of that territory is acting under authority of the Company

Authorised Signatory



EXECUTED (but not delivered until the date inserted herein) **AS A DEED** on behalf of **UPPER HEYFORD NOMINEE LIMITED** a company incorporated in Jersey by

Name *PAUL SILVER*



HERE
SIGN
HERE

being a person who in accordance with the laws of that territory is acting under authority of the Company

Authorised Signatory *[Handwritten Signature]*

EXECUTED (but not delivered until the date inserted herein) **AS A DEED** on behalf of **DORCHESTER HEYFORD PARK GP LIMITED** a company incorporated in Jersey by

Name *PAUL SILVER*



HERE
SIGN
HERE

being a person who in accordance with the laws of that territory is acting under authority of the Company

Authorised Signatory *[Handwritten Signature]*

EXECUTED (but not delivered until the date inserted herein) **AS A DEED** on behalf of **DORCHESTER HEYFORD PARK NOMINEE LIMITED** a company incorporated in Jersey by



Name *PAUL SWEET*

being a person who in accordance with the laws of that territory is acting under authority of the Company

Authorised Signatory *[Handwritten Signature]*

EXECUTED (but not delivered until the date inserted herein) **AS A DEED** by **HEYFORD PARK ESTATE LIMITED**



acting by a Director *PAUL SWEET* in the presence of:

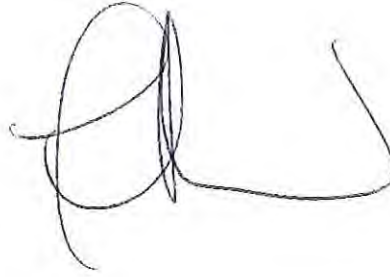
[Handwritten Signature]

Witness signature: *[Handwritten Signature]*

Witness name: *GAVIN ANNEA*

Witness address: *10 BUCKING ST
LONDON
SW1W 9UN*

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED**
by **HEYFORD COMMERCIAL LIMITED**
acting by a Director



in the presence of:

PAUL SAVER

Witness signature:



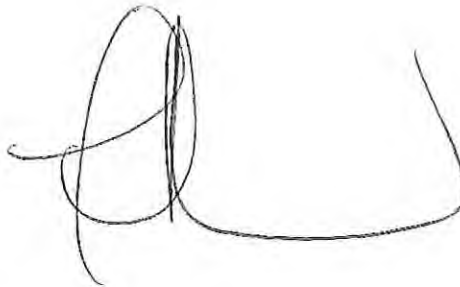
Witness name:

GAVIN ANSELL

Witness address:

10 BILLING ST
LONDON
SW10 9UH

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED**
by **HEYFORD COMMERCIAL
DEVELOPMENT LIMITED**
acting by a Director



in the presence of:

PAUL SAVER

Witness signature:



Witness name:

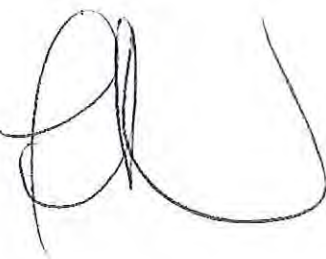
GAVIN ANSELL

Witness address:

10 BILLING ST
LONDON
SW10 9UH

EXECUTED (but not delivered until
the date inserted herein)

AS A DEED by **HEYFORD RESIDENTIAL LIMITED**
acting by a Director



in the presence of:

Paul Suck

Witness signature:



Witness name:

CAROL AWARD

Witness address:

*10 MILLING IT
LONDON
SW10 9UH*

EXECUTED as a DEED by

BOVIS HOMES LIMITED

by the affixing of its


COMMON SEAL in the

presence of two Authorised

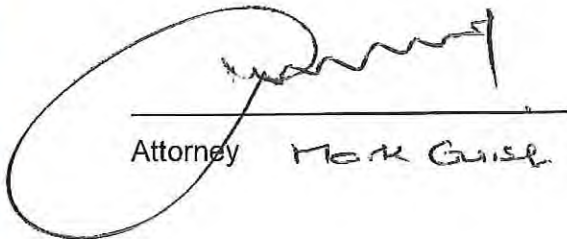
Signatories:

**Executed and Delivered as a deed by
SECURE TRUST BANK PLC**

acting by two duly appointed Attorneys under a
Power of Attorney dated 3rd December 2015



Attorney *Kevin Venn*



Attorney *Mark Gush*


EXECUTED (but not delivered until
the date inserted herein) **AS A DEED**
on behalf of **TRIMONT REAL ESTATE ADVISORS BV**
a company incorporated in the Netherlands by

Name

being a person who in accordance with the
Laws of that territory is acting under authority
of the Company

Authorised Signatory

EXECUTED (but not delivered until
the date inserted herein) **AS A DEED**
by [NIGEL DUFFIELD] as attorney for
LLOYDS BANK PLC
in the presence of:


(ASSOCIATE DIRECTOR)

Witness signature:



Witness name: MATT RECORDS

Witness address: 10 GRESHAM STREET, LONDON, EC2V 7AE

EXECUTED (but not delivered until
the date inserted herein)
AS A DEED by **HEYFORD RESIDENTIAL LIMITED**
acting by a Director

in the presence of:

Witness signature:

Witness name:

Witness address:

EXECUTED as a DEED by
BOVIS HOMES LIMITED

by the affixing of its
COMMON SEAL in the
presence of two Authorised
Signatories:

[Handwritten signature]
[Handwritten signature]

