NOMINATION DEED (AT)

DATED 1st December 1997

LONDON AND QUADRANT HOUSING TRUST (1)

and

HORSHAM DISTRICT COUNCIL (2)

DEED OF NOMINATION RIGHTS

for
rented units
at
Newbridge Road Billingshurst
West Sussex (Plot B)

I R Davison, Chief Solicitor
Horsham District Council
Park House
North Street
Horsham
West Sussex RH12 1RL
IRD/CON(S)1068

THIS DEED OF NOMINATION RIGHTS is made the 1st day of December 1997 BETWEEN (1) LONDON AND QUADRANT HOUSING TRUST whose registered address is at Osborn House Osborn Terrace London SE3 9DR('L&Q') and (2) HORSHAM DISTRICT COUNCIL of Park House North Street Horsham West Sussex RH12 1RL ('the Council')

IT IS AGREED pursuant to Section 111 of the Local Government Act 1972 as follows:

1. **DEFINITIONS**

In this Deed :-

1.1 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Rented Units

1.2 'Local Connection' means

1.2.1 such individual

1.2.1.1 immediately before taking up occupation of a social housing dwelling had his or her only or principal home in the district of Horsham for a continuous period of not less than three years

1.2.1.2 or a member of his household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than three years in the parish of Horsham and he wishes to be near that relative or

1.2.1.3 is and has been permanently employed in the district of Horsham for a continuous period of not less than three years

1.3 'Nominee' means a person named in the Nomination List who satisfies the Local Connection and is specified by the Council as being suitable for the category of Rented Unit in respect of which L&Q is in accordance with this Deed to select a person from the Nomination List to offer a Tenancy Agreement

1.4 'Nomination List' means the list to be supplied by the Council pursuant to Clauses 3.3 and 3.10 (as may be updated from time to time in accordance with Clause 3.16)

1.5 'Property' means Plot B being part of the land at Newbridge Road Billingshurst shown for the purpose of identification edged green on the Plan

1.6 'Rented Units' means 46 residential units in the form of 1 2 and 3 bedroom homes to be erected on the Property

1.7 'Subsequent Nominee' means a Nominee to be offered a Tenancy Agreement pursuant to Clause 3.12

1.8 'Tenancy Agreement' means an assured Tenancy Agreement in a form complying with the guidance of the Housing Corporation given under Section 36 of the Housing Act 1996

1.9 'Vacancy Notice' means a written notice given by L&Q to the Council (in a form to be agreed between L&Q and the Council within five weeks from the date of this Deed) the function of such notice being the notification to the Council by L&Q that the construction and fitting out of the Rented Unit is completed

1.10 'Void' means a Rented Unit which is vacant otherwise than as a result of the tenant having:-

1.10.1 moved to other accommodation either by transfer or decant provided by L&Q;

1.10.2 moved to other accommodation under a reciprocal arrangement provided by a housing association registered with the Housing Corporation under the Housing Association Act 1985 Section 5

1.11 'Void Notice' means a written notice given by L&Q to the Council (in a form to be agreed between L&Q and the Council within five weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void

2. **PROCEDURE**

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units

Initial lets

2.1 L&Q shall give the Council not less than four months' written notice of the date when the Initial Let Units will be ready for occupation

2.2 L&Q shall serve Vacancy Notices in respect of the Rented Units not earlier than two months prior to such newly constructed and previously unoccupied Rented Units becoming available for occupation

2.3 The Council shall within five days of receipt of a Vacancy Notice serve upon L&Q a list of the names of persons whom the Council considers have a Local Connection

2.4 The list to be served by the Council under Clause 3.3 shall:

3.4.1 specify the appropriate category of Rented Unit

3.4.2 indicate the priority for the housing of the persons named

2.5 L&Q shall have the right to let the Initial Lets in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the list of names referred to in Clause 3.3 within the period of five working days of receipt of the Vacancy Notice

2.6 L&Q shall within 10 working days of the date of receipt of the list referred to in Clause 3.3 select a Nominee from the Nomination List taking into account the priority for housing indicated by the Council and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee

2.7 If the selected Nominee fails to enter into a Tenancy Agreement within three working days of receipt of L&Q's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected L&Q's offer and L&Q shall select another Nominee whereupon the procedure set out in Clause 3.6 and this Clause shall be repeated

2.8 In the event of the second selected Nominee failing to accept the Association's offer of a Tenancy Agreement within the time prescribed by Clause 3.7 then L&Q shall make an offer to a third Nominee and the procedure set out in Clauses 3.6 or 3.7 shall apply but in the event of such third selected Nominee failing to accept L&Q's offer of a Tenancy Agreement within the prescribed time limits L&Q shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing

2.9 L&Q's obligations under Clauses 3.3 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with Clauses 3.6 to 3.8

Voids

2.10 Should a Rented Unit become a Void after the Initial Let or L&Q has reasonable cause to believe it will become a Void then and in each case

2.10.1 L&Q shall serve a Void Notice in respect of the relevant vacant Rented Unit and

2.10.2 within five working days of receipt of the said notice the Council shall serve upon the Association a list of the names of persons whom the Council considers to have a Local Connection and which shall contain the information referred to in Clause 3.4

2.11 L&Q shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the list referred to in Clause 3.10 within five working days of receipt of the Void Notice

2.12 Upon receipt of the list referred to in Clause 3.10 L&Q shall follow the procedure mutatis mutandis set out in Clauses 3.6 to 3.8

2.13 L&Q shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees exceeding 50 per cent of the Rented Units available after the Initial Let

Provision of information and alteration of lists

2.14 L&Q shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:

2.14.1 a Nominee failing to view a Rented Unit within the time limit prescribed by this Deed

2.14.2 a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement

2.14.3 a Nominee accepting an offer of a Tenancy Agreement

2.14.4 a person accepting an offer of a tenancy from L&Q

2.14.5 the Association rejecting a Nominee in accordance with Clause 3.20

2.15 In the event of a notice being served pursuant to Clause 3.14 then the name of such Nominee shall be removed from the Nomination List

2.16 Within five working days of the Council receiving notice served in accordance with Clause 3.14 above save for notice under 3.14.4 the Council shall serve upon

L&Q the name and address of a Nominee to add to the Nomination List such notice to include the information set out in Clause 3.4

2.17 If the Council shall within the period mentioned in Clause 3.16 notify L&Q that the Council then has no suitable Nominee the Council shall advise L&Q of a suitable replacement Nominee as soon as reasonably practicable

2.18 L&Q shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee creates a Void in respect of that Rented Unit

2.19 On 1st April 1st July 1st October and 1st January in each year L&Q shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between L&Q and the Council

2.20 L&Q shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of L&Q the grant of an assured tenancy to such Nominee would be in contravention of L&Q's registered rules charitable objects or its letting criteria or Housing Act 1996

2.21 The Council shall immediately notify L&Q in writing if any Nominee is withdrawn from the Nomination List

2.22 When calculating percentage for the purposes of this Deed percentage in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down

2.23 The Council and L&Q agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

3. NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting

4. TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

L&Q shall take all reasonable steps to ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Housing Corporation under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council

5. **DISPUTES**

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing

6. **AGREEMENTS AND DECLARATIONS**

The parties agree that nothing in this Deed fetters or restricts the exercise by the Council of any of its powers as a local authority

Sealed with the Common Seal of
LONDON AND QUADRANT HOUSING
TRUST LIMITED in the presen

[redacted]

Authorised Signatory

[redacted]

Authorised Signatory

Sealed with the Common Seal OF HORSHAM
DISTRICT COUNCIL in the

[redacted]

Director of Law and Economic Development/Chief Solicitor