(HASTOE) " Schools Close "

Mid Suffolk DISTRICT

MEMORANDUM

CORPORATE SERVICES

From: Keith Barber, Legal Assistant **Tel Ext:** 325

To: Greg Dodds

Our Ref: KB/P67/1/6/82/dm **Your Ref:**

Subject: **Re: Land at the rear of Old Station Road, Mendlesham**
Deed of Nomination Rights

- 9 MAR 2005

Date: 8 March 2005

The Deed of Nomination Rights affecting this property was completed contemporaneously with the gift to Hastoe Housing Association Limited. I attach a certified copy of the Deed for your file and would ask you to distribute it amongst those in Housing that need to have a copy of it.

For Head of Corporate Services

Tracey,
Again can you copy to Sarah before filing
Thanks
Greg

THIS DEED OF NOMINATION RIGHTS is made the Third day of March 2005

BETWEEN:

(1) **HASTOE HOUSING ASSOCIATION LIMITED** whose registered address is at Harlequin House 7 High Street Teddington Middlesex ('the RSL') and

(2) **MID SUFFOLK DISTRICT COUNCIL** of 131 High Street Needham Market Ipswich Suffolk ('the Council')

1 **Definitions**

In this Deed:

1.1 'Initial Let' means the first tenancy or lease of such newly constructed and previously unoccupied Rented Unit or Shared Ownership Unit

1.2 'Local Connection' means in relation to an individual:

1.2.1 such individual who:

1.2.1.1 immediately before taking up occupation of a Rented Unit or Shared Ownership Unit had his only or principal home in the parish of Mendlesham for a continuous period of not less than 2 years or

1.2.1.2 has or a member of whose 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 2 years in the parish of Mendlesham and wishes to be near that relative or

1.2.1.3 has been employed in the parish of Mendlesham within the last 2 years ending with the date the individuals' nomination for a Rented or Shared Ownership Unit

1.2.2 where no person or insufficient persons have a connection with the parish of Mendlesham then the parishes of Cotton Wickham

I HEREBY CERTIFY THIS IS A TRUE COPY OF THE ORIGINAL DOCUMENT
SOLICITOR TO THE COUNCIL
MID SUFFOLK DISTRICT COUNCIL
DATE 8 March 2005

Skeith and Wetheringsett shall be substituted for the parish of Mendlesham but with no preference of ranking order from the said parishes of Cotton Wickham Skeith and Wetheringsett and then if no person or insufficient persons have a connection with any of the before mentioned Parishes nominations may default to any Parish within the District of Mid Suffolk

1.3 'Nomination List' means the list to be supplied by the Council pursuant to clauses 3.1.3 and 3.2.1 (as may be updated from time to time in accordance with clause 3.3.3)

1.4 '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 or Shared Ownership Unit in respect of which the RSL is in accordance with this Deed to select a person from the Nomination List to offer a Tenancy Agreement or Shared Ownership Lease

1.5 'Property' means the land off Station Road Mendlesham shown edged red on the attached plan

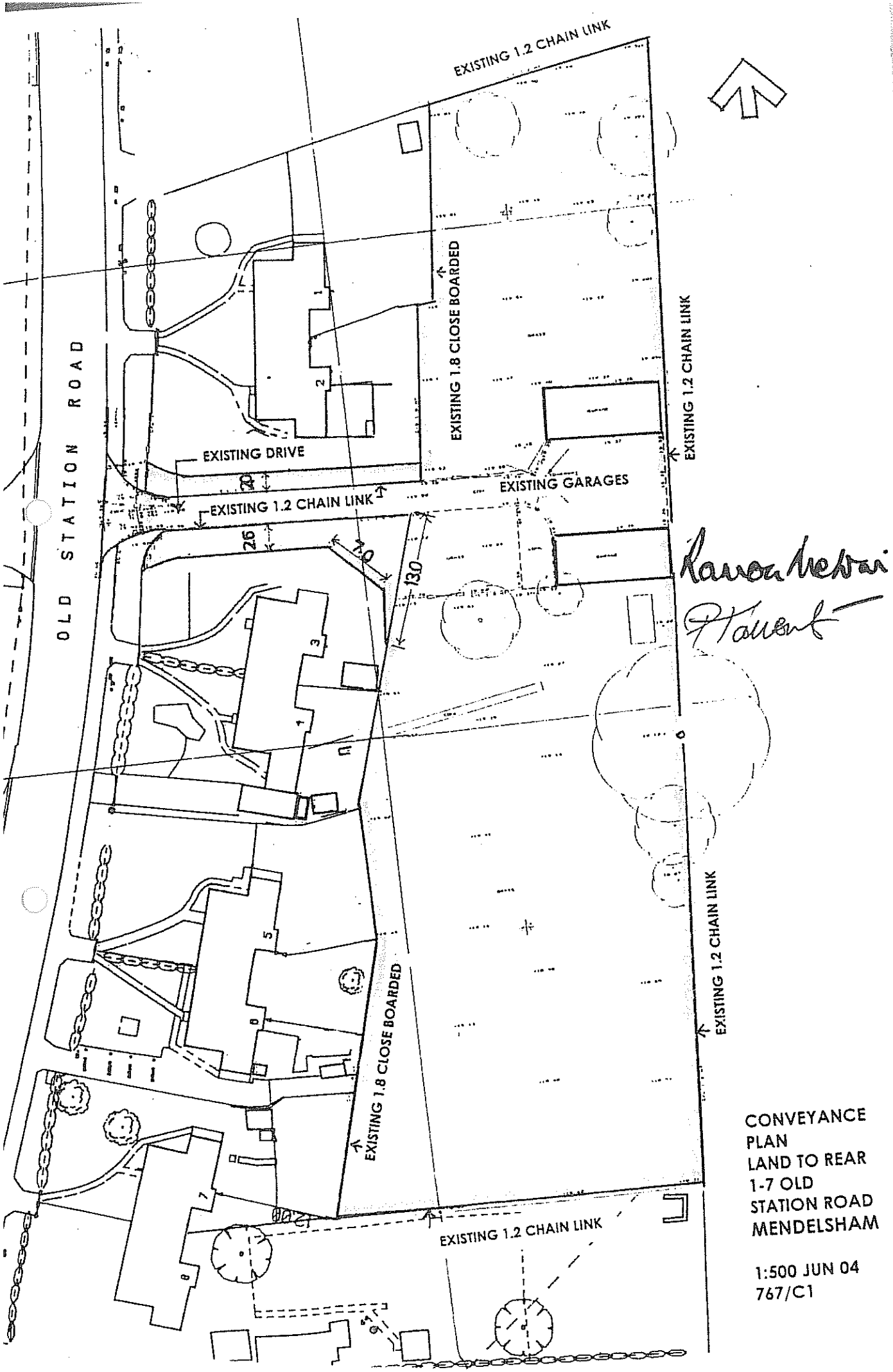
1.6 'Rented Units' means *(number)* [houses *or* flats *or* maisonettes]

1.7 'Shared Ownership Units' means *(number)* [houses *or* flats *or* maisonettes]

1.8 'Shared Ownership Lease' means a lease substantially in the form annexed or agreed between the parties

1.9 "Subsequent Nominee' means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.2.3

1.10 'Tenancy Agreement' means an assured tenancy agreement in a form prepared by the RSL and containing terms which accord with the form of tenancy agreement being used by the RSL from time to time for its general lettings



CONVEYANCE
PLAN
LAND TO REAR
1-7 OLD
STATION ROAD
MENDELSHAM

1:500 JUN 04
767/C1

1.11 'Vacancy Notice' means a written notice (in a form to be agreed between the parties) given by the RSL to the Council within 5 weeks from the date of this Deed) the function of such notice being the notification to the Council by the RSL that the construction and fitting out of the Rented Unit or Shared Ownership Unit is completed

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

1.12.1 moved to other accommodation either by transfer or decant provided by the RSL

1.12.2 moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996

1.13 'Void Notice' means a written notice given by the RSL to the Council (in a form to be agreed between the RSL and the Council within 5 weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void

2 **Enabling Provisions**

This Agreement is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers and the Local Government (Miscellaneous Provisions) Act 1982 Section 33

3 **Procedure**

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

3.1 **Initial lets**

3.1.1 The RSL shall give the Council not less than 4 months' written notice of the date when the Initial Let units will be ready for occupation

3.1.2 The RSL shall serve Vacancy Notices upon the Council in respect of the Rented Units or Shared Ownership Units not earlier than 4 months prior to such newly constructed and previously unoccupied Rented Units of Shared Ownership Units becoming available for occupation

3.1.3 The Council shall within 10 working days of receipt of a Vacancy Notice serve upon the RSL a list of the names of persons whom the Council considers have a Local Connection

3.1.4 The list to be served by the Council under clause 3.1.3 shall:

3.1.4.1 specify the appropriate category of Rented Unit or Shared Ownership Unit

3.1.4.2 indicate the priority for the housing of the persons named

3.1.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units or Shared Ownership 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 3.1.3 within the period of 10 working days of receipt of the Vacancy Notice

3.1.6 The RSL shall within 10 working days of the date of receipt of the list referred to in clause 3.1.3 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 or Shared Ownership Unit and offer a Tenancy Agreement or Shared Ownership Lease to such selected Nominee

3.1.7 If the selected Nominee fails to enter into a Tenancy Agreement within 3 working days or in the case of a shared ownership Lease within 20 working days of receipt of the RSL's offer of a Tenancy Agreement or Shared Ownership Lease such selected Nominee

shall be deemed to have rejected the RSL's offer and the RSL shall select another Nominee whereupon the procedure set out in clause 3.1.6 and this clause shall be repeated

3.1.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement or Shared Ownership Lease within the time prescribed by clause 3.1.7 then the RSL shall make an offer to a third Nominee and the procedure set out in clauses 3.1.6 or 3.1.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement or Shared Ownership Lease within the prescribed time limits the RSL shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit or Shared Ownership Unit but shall be entitled to let the Rented Unit or Shared Ownership Unit to a tenancy of its own choosing

3.1.9 The RSL's obligations under clauses 3.1.3-3.1.8 shall cease when all of the Rented Units or Shared Ownership Units have been offered to Nominees in accordance with clauses 3.1.6-3.1.8

3.2 **Voids**

3.2.1 Should a Rented Unit or Shared Ownership Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:

3.2.1.1 the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit or Shared Ownership Unit and

3.2.1.2 within 10 working days of receipt of the said notice the Council shall serve upon the RSL 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 3.1.4

3.2.2 The RSL shall have the right to let the relevant vacant Rented Unit or Shared Ownership Unit to a person of its own choosing in the event of the Council's failure to serve the list referred to in clause 3.2.1.2 within 10 working days of receipt of the Void Notice

3.2.3 Upon receipt of the list referred to in clause 3.2.1.2 the RSL shall follow the procedure set out in clauses 3.1.6-3.1.8 mutatis mutandis

3.2.4 The RSL shall not be obliged to follow the procedure set out in clauses 3.2.1-3.2.3 if it would result in the Subsequent Nominees exceeding 75% of the Rented Units or Shared Ownership Units available after the Initial Let

3.3 **Provision of information and alteration of lists**

3.3.1 The RSL shall give notification to the Council of the occurrence of the following events within 5 working days of their occurrence:

3.3.1.1 a Nominee failing to view a Rented Unit or Shared Ownership Unit within the time limit prescribed by this Deed

3.3.1.2 a Nominee failing to accept the offer of a Tenancy Agreement or Shared Ownership Lease within the time limit prescribed by this Agreement

3.3.1.3 a Nominee accepting an offer of a Tenancy Agreement or Shared Ownership Lease

3.3.1.4 a person accepting an offer of a tenancy from the RSL

3.3.1.5 the RSL rejecting a Nominee in accordance with clause 3.3.7

3.3.2 In the event of a notice being served pursuant to clause 3.3.1

then the name of such Nominee shall be removed from the Nomination List

3.3.3 Within 5 working days of the Council receiving notice served in accordance with clause 3.3.1 save for notice under clause 3.3.1.4 the Council shall serve upon the RSL the name and address of a Nominee to add to the Nomination List such notice to include the information set out in clause 3.1.4

3.3.4 If the Council shall within the period mentioned in clause 3.3.3 notify the RSL that the Council then has no suitable Nominee the Council shall advise the RSL of a suitable replacement Nominee as soon as reasonably practicable

3.3.5 The RSL shall have the right to let a Rented Unit or Shared Ownership 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 or Shared Ownership Unit

3.3.6 On 1 January 1 April 1 July and 1 October in each year the RSL shall serve the Council with details of the letting activities of the Rented Units and Shared Ownership Units in a format to be agreed between the RSL and the Council

3.3.7 The RSL 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 the RSL the grant of an assured tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria

3.3.8 The Council shall immediately notify the RSL in writing if any Nominee is withdrawn from the Nomination List

3.3.9 When calculating percentages for the purposes of this Deed percentages in excess of 0.5 shall be rounded up and

percentages equal to or less than 0.5 shall be rounded down

3.3.10 The Council and the RSL agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

4 **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 be deemed to have been served 2 working days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

5 **Transfer to other Registered Social Landlords**

The RSL shall ensure that any registered social landlord to which the Property and Rented Units and Shared Ownership Units erected thereon are transferred otherwise than by direction of the Housing Corporation under its statutory powers shall enter into a similar agreement mutates mutandis with the Council

6 **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 or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

7 **Costs**

The RSL agrees with the Council to pay the legal costs which the Council incurs in preparing and entering into this deed

8 **Agreements and declarations**

The parties agree:

8.1 nothing in this Deed fetters or restricts the exercise by the Council of any of its powers

8.2 the obligations contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

IN WITNESS whereof the parties have executed this Instrument as a Deed the day and year first before written

IN WITNESS whereof the Council and the Applicant have hereunto caused their respective Common Seals to be affixed to this Instrument as a Deed the day and year first before written

The **COMMON SEAL** of **MID SUFFOLK DISTRICT COUNCIL** was hereunto affixed in the presence of:)

Member of the Council

Authorised Officer

The **COMMON SEAL** of **HASTOE HOUSING ASSOCIATION** was hereunto affixed in the presence of:)

Authorised Signatory

Director

Authorised Signatory

Secretary