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Legal/JNU/00656
London W5 2HL
Ealing
Uxbridge Road
Perceval House
London Borough of Ealing
Director of Legal and Democratic Services

(OUTLINE PERMISSION PHASES 2-11 INCLUSIVE)

(South Acton Estate)

South Acton London W3 8TL

Palmerstone Road

All Saints Road and

Bollio Bridge Road

relating to land adjacent to

and other Statutes

Town and Country Planning Act 1990

Under Section 106 of the

ACTON GARDENS LLP

- and -

THE LONDON BOROUGH OF EALING

THE COUNCIL OF

AGREEMENT

2013

DATED 13 August

below:-

1. In this Deed (including the Recitals and Schedules) the following expressions shall unless the context otherwise requires have the meaning ascribed to them

DEFINITIONS

NOW THIS DEED WITNESSES and IT IS HEREBY AGREED as follows:-

- (4) The Developer and the Registered Provider intend to develop the Property and the Council has resolved to grant the Planning Permission for the development of the Property in accordance with the Application submitted to the prior completion of this Deed.
- (3) The Application has been submitted to the Council and the parties hereto have agreed to enter into this Deed in order to facilitate and enable the acceptable development of the Property.
- (2) The Developer has an interest in the Property by virtue of the Development Agreement.
- (1) The Council is the local planning authority for the area within which the Property is situated for the purposes of s106 of the Planning Act and by whom the obligations in this deed are enforceable.

WHEREAS:-

- (2) **ACTON GARDENS LLP** (incorporated and registered in England and Wales at Countryside House The Drive Brentwood Essex CM13 3AT ("Developer")) under company registration number OC315063, the registered office of which is

- (1) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Town Hall, Ealing, London W5 2BY ("Council") and

BETWEEN

THIS DEED is made the 13th day of August 2013

OUTLINE PERMISSION AGREEMENT

4

programme undertaken by the Developer to employ up "Apprentice Placement"

Property
on 20 February 2012 for the redevelopment of the reference **P/2012/0708** and validated by the Council's the planning application filed under the Council's

monitoring by the Council
The sum of **£73,300** for the provision of air quality

a minimum standard) as in force at the date hereof which are funded by the HCA) (essential items only as standards of developments by Registered Providers being the criteria applied by the HCA to the physical with current HCA scheme development standards constructed as part of the Development in accordance affordable Housing Promises and which are to be residential elements which are to comprise the individual ancillary areas constructed for the said individual car parking spaces and garages and Viability Test for a Phase) together with all (if any) as shall be agreed with the Council under the Financial provided in intermediate tenure (or such other figures 55 years of age and 908 habitable rooms to be tenure to include 174 habitable rooms for persons over which 3,014 habitable rooms to be provided in rented dwellings with 3,922 affordable habitable rooms of ancillary areas (if any)

Intermediate Housing Units and Rented Units and that part of the Development comprising the "Affordable Housing Promises"

ii) made available to Existing Residents housing locally on the housing market insufficient to enable them to afford adequate accessible to people whose incomes are which is either:-

housing (provided through a Registered Provider)

EXPRESSION

MEANING

<p>any person who owns the freehold or any leasehold interest in any Existing Dwelling as at the date of this Agreement; or</p> <p>i) any person who derives title to an Existing Dwelling through a person referred to in paragraph i), provided he acquires his interest in the Existing Dwelling before the date of this Agreement; or</p> <p>ii) any person deriving title to an Existing Dwelling from another person referred to in paragraph i).</p>	<p>“Existing Residents”</p>
<p>has the meaning given to it in the Development Agreement</p>	<p>“Existing Dwellings”</p>
<p>the maximum 2350 units of housing within the Development</p>	<p>“Dwelling”</p>
<p>London Plan 2011</p>	<p>“Development Strategy (2012)”</p>
<p>Saved policies of the Ealing UDP Plan for the Environment (2004)</p>	<p>“Development Plan”</p>
<p>the agreement dated 25 March 2011 and made between the Council (1) the Developer (2) London and Quadrant Housing Trust (3) Countryside Properties (UK) Ltd (4)</p>	<p>“Development Agreement”</p>
<p>pursuant to the Planning Permission P/2012/0708 the development of Phases 2 - 11 of the Property</p>	<p>“Development”</p>
<p>the obligations undertaken by the Developer in this Deed</p>	<p>“Developer Obligations”</p>
<p>(a) Choice Based Lettings</p>	<p>(b) Local Letting Plans</p>
<p>below:</p>	<p>Units respectively (being a deed which provides rights to the Council to nominate a person as the tenant or lesseeholder) with such amendments as the Council and Registered Provider shall agree and for the avoidance of doubt any proposed amendment may also include reference to any of the schemes set out above:</p>

Scheme	to 36 local persons in the construction of the management of the Development, the ongoing maintenance and	Projects on the South Action Estate which shall provide	for between 2 and 4 placements per each of Phases 3-	11 inclusive (dependent on the size of Phase)	the Avenue Road Park on the Southwest side of Avenue	Road Action W4 as shown on Plan 3 and titled "Avenue	Road Park"	means the sum of £370,000 towards the	refurbishment of the reconfigured Avenue Road Park	"Avenue Road Park"	Contribution"	Blue Badge Holders"	any persons qualifying for disabled parking permits	under the Disabled Persons (Badges for Motor	Vehicles) (England) (Amendment no. 2) Regulations	207 (or such relevant regulation as may supersede	Bollio Brook Park located on the north side of Bollio	Bridge Road Action as shown on Plan 3	means the sum of £450,000 towards funding the	provision of 2 pairs of new bus stops along the	proposed new bus route within the Development by	means the provision of a bus driver unless disabled	means the provision of a bus driver unless disabled	toilet	"Buses Driver Toilet"	"Buses Stop Contribution"	"Buses Services"	"Bus Contribution"	"Buses Stop Contribution"	"Buses Driver Toilet"	"Car Club"	Development	Development and by residents in the vicinity of the	reduce the levels of car ownership by occupiers of the	a vehicle without ownership and which is designed to	a pay-as-you-drive car club offering members access to	the 8 car club spaces to be located within the South	"Car Club Spaces"
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Deed in the form annexed hereto at the Fourth Schedule for the Rented Units and the Intermediate Rights",	"Deed of Nomination
a controlled parking zone in the vicinity of the Property being a parking scheme established and operated by the Council in which on-street parking in a particular area is restricted to only vehicles with parking permits issued by the Council for that scheme	"CPZ"
the obligations undertaken by the Council in this Deed and shown on Plan 5 coloured green.	"Council Obligations"
A minimum of 926m ² (Gross Internal Area) floorspace for the provision of a community centre and youth club temporarily in connection with and for the duration of works plant or machinery and storage areas required hordings and temporary buildings moveable structures of services and the erection of temporary fences and site surveys and investigations works of site clearance ground excavation archaeological and demolition and remediation laying and diversion of services and the removal of temporary structures and debris	"Community Facilities"
Section 56 of the Planning Act SAVE FOR demolition the carrying out of a material operation as specified in the carrying out of a material operation as specified in the Development shall be constructed accordingly temporary access to the same and "Community Development" shall be constructed accordingly operations in on over or under the Property and temporarily in connection with and for the duration of works plant or machinery and storage areas required hordings and temporary buildings moveable structures of services and the erection of temporary fences and site surveys and investigations works of site clearance ground excavation archaeological and demolition and remediation laying and diversion of services and the removal of temporary structures and debris	"Community Development of
Fund Contribution £50,000 contribution per annum between 2013 and up to and including 2026 for the provision of employment and skills development opportunities, community engagement, the provision of suitable space for community activities and enterprise employment, in accordance with the provisions specifically set out within the Development Agreement.	"Community Development
An area of publicly accessible open space comprising approximately 9,979m ² and shown for identification purposes tinted red on Plan 4 and labelled "Central Plaza".	"Central Plaza Public Open Space"

Dwellings comprising a total of 908 habitable rooms being used for the purposes defined as Intermediate Housing a development in which occupiers (other than Blue Badge Holders and Existing Residents without off-street parking) are not entitled to parking permits allowing them or their visitors to park their vehicles within the CPZ in which the development is located.

„Slow Car Housing“
„Intermediat Housing“
„Units“

housing as defined in the London Plan (as further detailed in the London Plan Supplementary Planning Guidance) being sub-market housing where costs, including service charges, are above target rents for social housing, but where those costs are affordable by households on incomes of less than £64,300 for 1 and 2 bed properties and £74,200 for 3 and more bed properties or such other figure in force in the last-published London Plan Annual Monitoring Report at the time of rent and market intermediate rent provision and market provision, where this affordability criteria is met and where provision is appropiate to meeting identified requirements; or housing made available (whether at a rent or by way of a shared equity arrangement) to an Existing Resident

"Intermediate Housing" means:-

increased in accordance with the formula whereby the payment is multiplied by the fraction A divided by B (except where A is less than B) where B represents the value of the Retail Prices Index as at the date of this Deed and A represents the value of the same index as at the date the relevant payment is made to the Council.

“Multi Use Games Area”	(MUGA) Contribution	Games Area by the Council within Bollo Brook Park	the sum of £169,438 for the provision of a Multi Use	Multi Use Games Area	(MUGA) Commuted Sum	(MUGA) Contribution	Council	the sum of £60,000 as commuted sum for the future	maintenance of the Multi Use Games Area and all	purposes whether pitch within Bollo Brook Park by the	Central Plaza Public Open Space, Community Facilities	management and maintenance plans relating to the	and West Allotments.	North Park	the playground to be constructed by the Developer in	the sum of £39,200 for use as a commuted sum	towards the future maintenance of the North Park	Playground	first occupation for any purpose permitted by the	Planning Permission but not including occupation by	personnel engaged in construction fitting out or	decoration or occupation for marketing or sales	purposes or occupation in relation to security	operations and “Occupied”, “Occupier”, “Occupied” and	similar words shall be construed accordingly	A (maximum) total of 1160 dwellings (3,857	habitable rooms) to be constructed as part of the	Development other than the Affordable Housing	means phases 2 - 11 inclusive of the Development as	show on Plan 2 and “Phase” shall be interpreted as	“Phases of the Development”	“Open Market Dwellings”	“Occupation”	Planning Permission but not including occupation by	personnel engaged in construction fitting out or	decoration or occupation for marketing or sales	purposes or occupation in relation to security	operations and “Occupied”, “Occupier”, “Occupied” and	similar words shall be construed accordingly	“Plan 1”	Plan 1 attached	“Plan 2”	Plan 2 attached
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Means properties to be let at an affordable rent either:-	“Social Rented”
by the Council	
with the TSA pursuant to that Act and who is approved	
Housing and Regeneration Act 2008 who is registered	
Registered Provider of social housing as defined in the	
London and Quadrant Housing Trust or other	“Registered Provider”
the Unadopted Streets	
Allocations, the Central Plaza Public Open Space and	
publicly accessible which shall include the West	“Public Access Areas”
all those areas within the Development which are	
Application	
the Developer and which formed part of the	
Environment Review Systems audit as submitted by	“Road Safety Contribution”
improvements as identified within the Pedestrian	
provision of pedestrian, cyclist and road safety	“Pedestrian Cyclist and
the sum of £67,000 as a contribution towards the	
Estate comprising Phases 2-11 inclusive	“Property”
being that property known as the South Action	
the land against which this deed may be enforced	
Permit	
Section 73 of the Planning Act relating to the Planning	“Planning Permission”
Planning permission granted on an application under	
purposes of this Deed include any varied or different	
doubt the phrase “Planning Permission” shall for the	
reference no. P/2012/0708) and for the avoidance of	
Application in the form of the attached draft (Council	“Planning Act”
the planning consent to be granted pursuant to the	
the Town and Country Planning Act 1990 (as amended)	
Plan 6 attached	“Plan 6”
Plan 5 attached	“Plan 5”
Plan 4 attached	“Plan 4”
Plan 3 attached	“Plan 3”

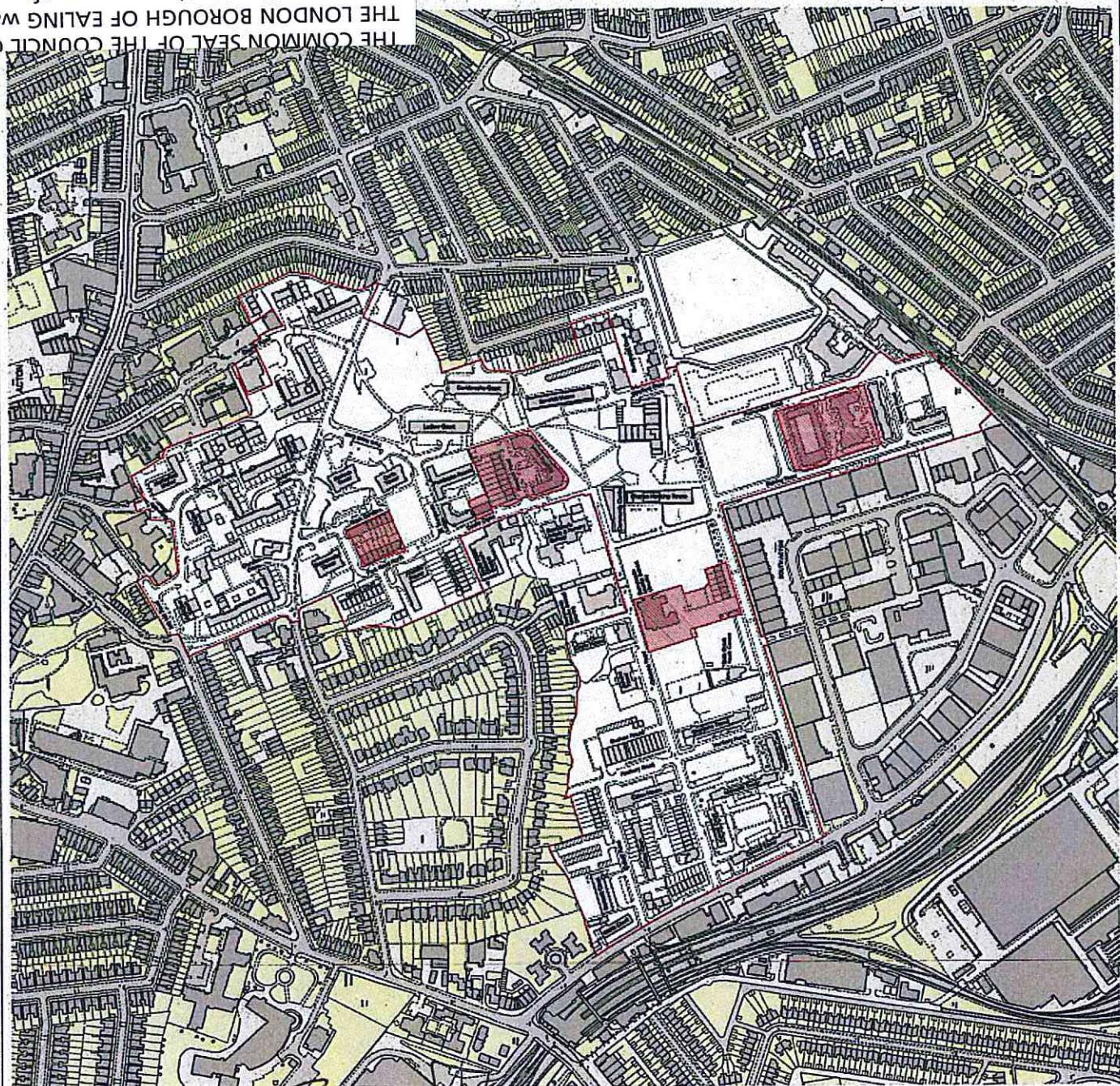
CONSTRUCTION OF THIS DEED

<p>“West Allotments”</p> <p>An area of approximately 4,553m² to be provided as allotment gardens comprising of approximately 2,262m² of the existing Jerome Tower allotments and an area of approximately 2,291m² of new allotments to the northem side of Enfield Road and shown for identification purposes tinted red on Plan 4 and labelled “West Allotments”.</p>	<p>“West Allotments”</p> <p>those surfaces dotted orange on Plan 6</p>	<p>“Unadopted Streets”</p> <p>The Tenant Services Authority or other body corporate charged with the functions of regulating the provision of Affordable Housing by a Registered Provider in the area of the Council as local planning authority</p>	<p>“TSA”</p> <p>across the South Acton Estate towards the maintenance of the 280 new street trees the total sum of £45,800 indexed as a commuted sum</p>	<p>“Street Trees”</p> <p>“Contributions”</p> <p>“South Acton Estate”</p>
<p>“Plan 1”</p> <p>which includes the Property as shown edged red on and associated facilities which is being regenerated and an area of land within South Acton providing housing units and habitable rooms as is approved by the Council) to be used and available for rent</p> <p>a total 3,014 habitable rooms (or such other number of units and habitable rooms as is required by no more than 80% of the local market rent</p> <p>2012/2015 that require a rent of no more include the Ealing Tenancy Strategy</p> <p>(ii) subject to other rent controls which shall</p> <p>time and/or</p> <p>requirements of the TSA/HCA from time to</p> <p>(i) as defined and set in accordance with the</p>				

PLAN 1

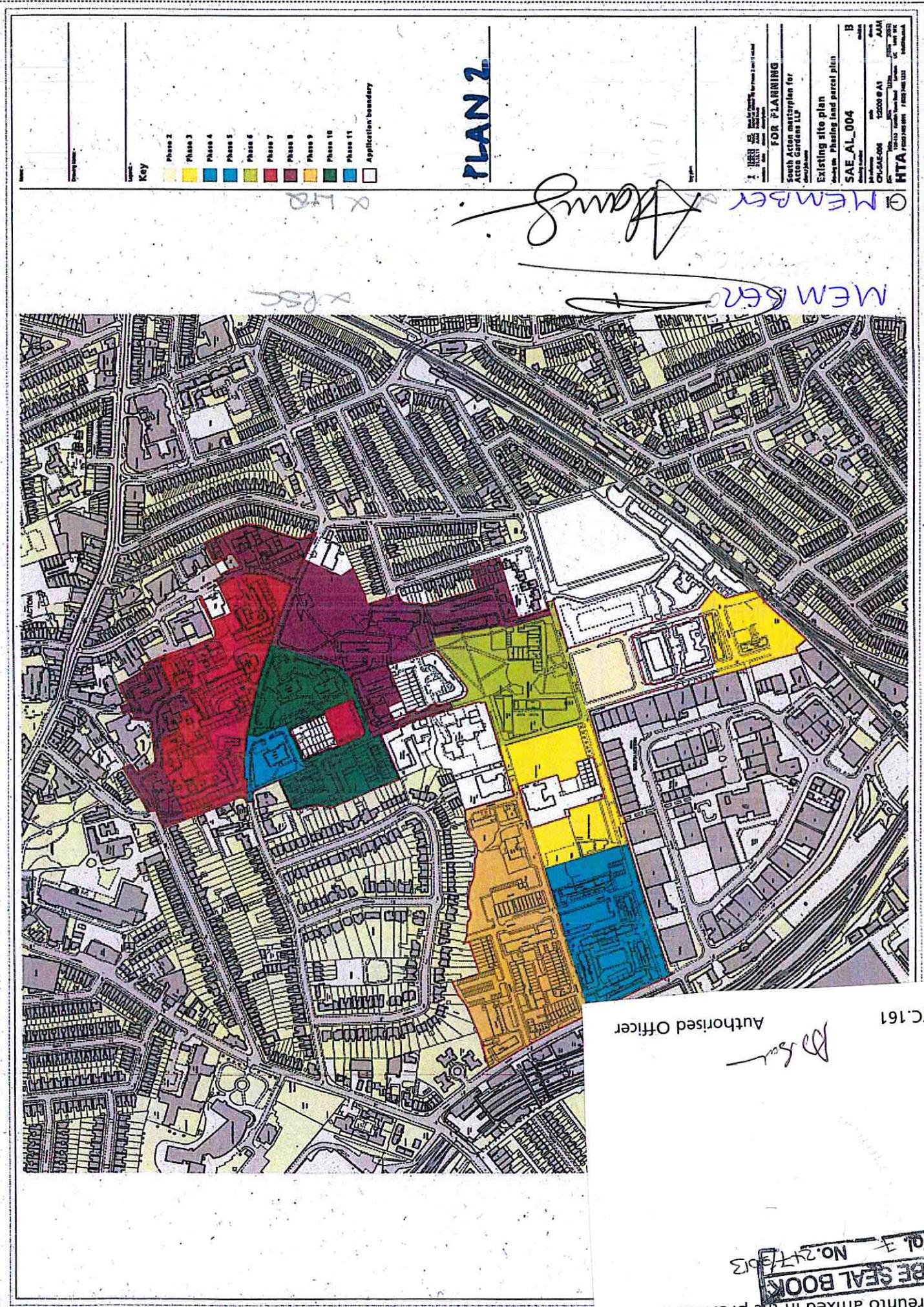
THE COMMONWEALTH OF THE COUNCIL OF
THE LONDON BOROUGH OF EALING was
hereunto affixed in the presence of:

LIBE SEAL BOOK
Vol. 7 No. 24763



FOR PLANNING	South Action masterplan for Action Gardens LLP
Existing site plan	Planning Application Boundary
SAE_AL_001	HTA
CH SAWSON	AAAI

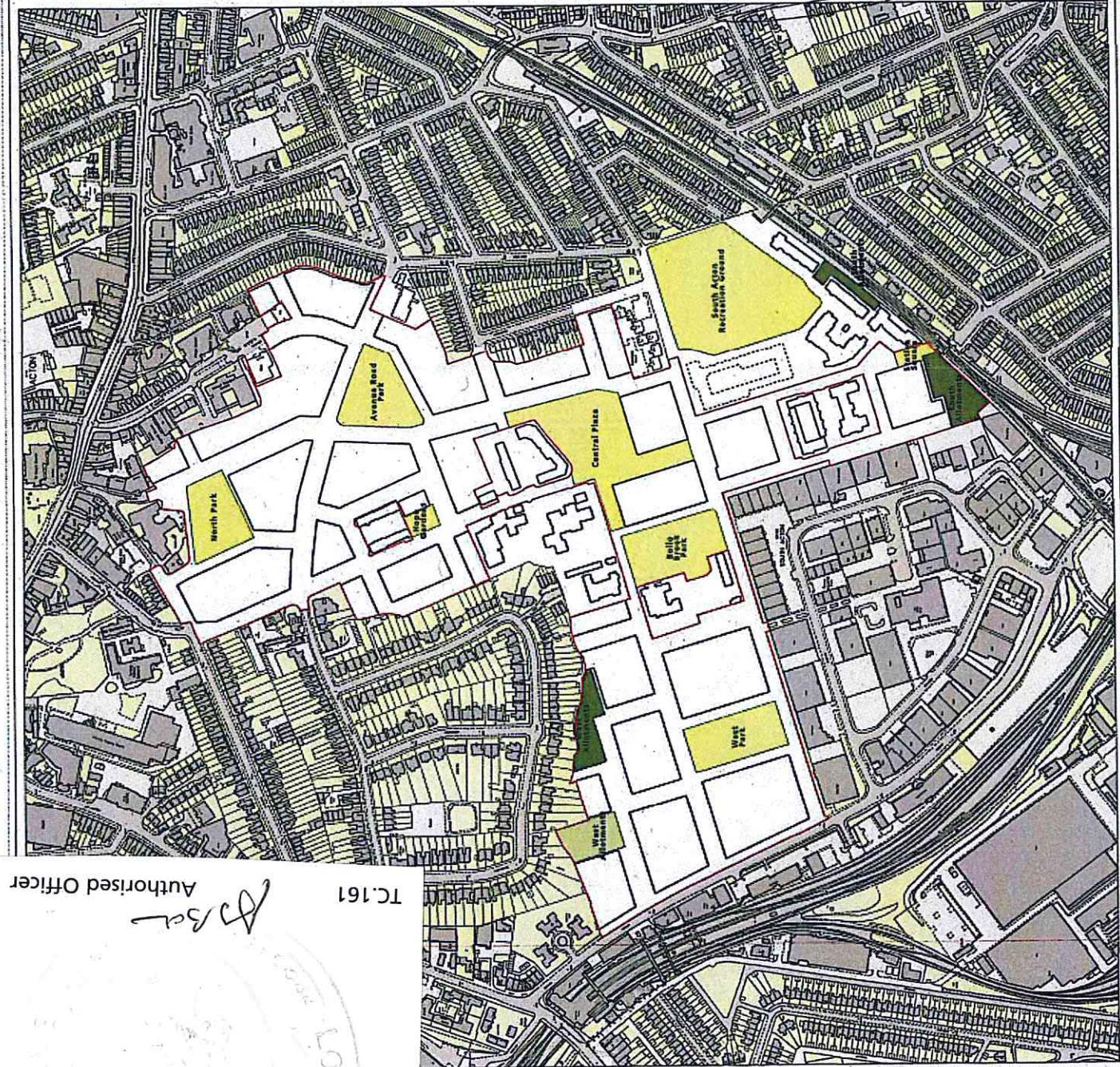
HEMSEK
X BSC



PLAN 3

© MEMBER

© MEMBER



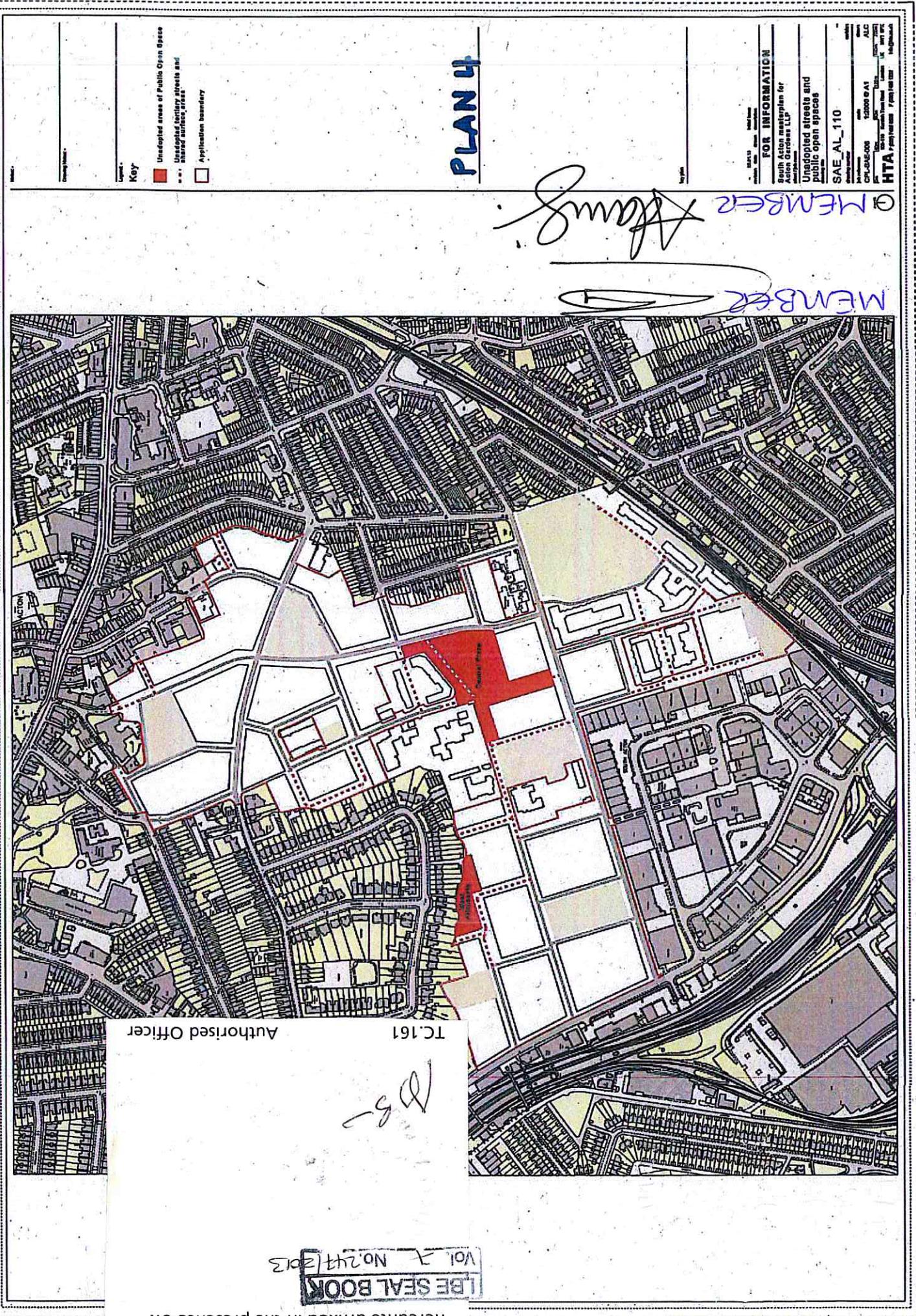
Authorised Officer

FAC/34

TC.161

Vol. 3 No. 247/12/13
LBE SEAL BOOK

THE COMMON SEAL OF THE COUNCIL OF LONDON BOROUGH OF EALING was hereunto affixed in the presence of:



THE COMMON SEAL OF THE COUNCIL OF THE LONDON BOROUGH OF EALING was hereunto affixed in the presence of:

PLAN

[Handwritten signature over the word PLAN]

[Handwritten signature over the word MESSAGE]

Key

- Development zones
- Primary Street
- Secondary Street
- Tertiary Street
- Private or public (public foot access only)
- Footpath (pedestrian access only)
- Arrows indicate one way movement
- Streets must be sustainable for accessible potential bus routes
- Call
- Application boundary

FOR PLANNING
South Acton masterplan for
Action Gardens LLP
Development

Parameter plan
Scheme Access and circulation

SAE_AL_104

HTA

MESSAGE

TC.161

Authorised Officer

3/2013

Vol. E No.2471203

LB SEAL BOOK

THE COMMON SEAL OF THE COUNCIL OF THE LONDON BOROUGH OF EALING WAS HEREBY AFFIXED IN THE PRESENCE OF:

- other matters appearing in a Section 106 Agreement dated 31st March 2006 and
 Property shall be released from liability in respect of obligations covenants and
 doubt upon Commencement of Development under the Planning Permission, the
 conditional upon Commencement of Development and for the avoidance of
 on the date hereof) the obligations in this Deed shall take effect and be
 save in respect of clause 12 of this Deed (which shall come into force and effect

CONDITIONALITY

9. The Developer Obligations are Planning obligations to which the provisions of
 Section 106 of the Planning Act shall apply.
8. This Deed is made pursuant to Section 106 of the Planning Act Section 16 of the
 Government Act 1972 and Section 2 of the Local Government Act 2000 and all
 Greater London Council (General Powers) Act 1974 Section 111 of the Local
 other powers and enactments which may be relevant to the purpose of giving
 validity to this Deed or for facilitating the enforcement of respectively the
 covenants restrictions or requirements in this Deed

7. Where under any provision of this Deed the Council's approval or consent is
 required that provision shall be deemed to be subject to a proviso that such
 approval or consent shall not be unreasonable withheld or delayed
6. Covenants made hereunder if made by more than one person are made jointly
 and severally.

5. References in this Deed to any statute includes any amendment modification
 extension consolidation or re-enactment of it and any statutory instrument
 regulation or order made under it which is for the time being in force.

4. Words importing one gender shall be construed as importing any other gender
 and words denoting natural persons shall include corporations and vice versa.

3. Words importing the singular shall be construed as importing the plural and vice
 versa.
2. References to any party in this Deed shall include the successors in title of that
 party.

- thereof.
16. No parties to this Deed (save for the Council) shall be deemed to be or act as
agent or contractor for the Council in the carrying out of any of the works
required by this Deed and no responsibility claim demand cost or
expense whatsoever claimed in respect of anything done or not done by any of
the parties to this Deed (save for any failure of the Council to observe and
perform its covenants under this Deed) shall lie against the Council in respect

- shall accordingly be registrable as a local land charge by the Council.
15. Subject to the provisions of clauses 25 and 27 the obligations contained in this
Deed are intended to run with the Property and each and every part thereof and
to bind the owners and occupiers therefore from time to time and this Deed
of this Deed or any extension of time or other indulgence shown by the Council.
14. The enforceability of this Deed shall not be affected by any passage of time or
any delay by or neglect or forbearance of the Council in enforcing the provisions
of this Deed or any extension of time or other indulgence shown by the Council.

IT IS HEREBY AGREED AND DECLARED THAT:

MISCELLANEOUS

13. The Council covenants with the Developer as set out in the Third Schedule

THE COUNCIL'S COVENANTS

12. The Developer shall pay to the Council on execution of this Deed the reasonable
legal and other professional costs of the Council incurred in the negotiation
preparation and execution of this Deed in the sum of £3,500

11. The Developer agrees undertakes and covenants with the Council that with
effect from the date upon which the Developer acquires a freehold or leasehold
interest in any part of the Property the terms set out in the **First and Second**
Schedules of this Deed (subject to such amendments as the Council may agree)
shall be binding upon and enforceable against the Developer in respect of its
freehold or leasehold interest in that part of the Property.
in so far as is necessary

THE DEVELOPER'S COVENANTS

- made between the Council (1) and Ealing Family Housing Association Limited (2)

23. No party shall be bound by any obligations contained in this Deed or be liable for a breach of covenant contained in this Deed after they have parted with the liability existing or arising prior to parting with such interest.
22. This Deed shall cease to have effect (insofar only as it has not already been withdrawn or expires prior to the Commencement of Development) if the Planning Permission granted is quashed or otherwise compiled with) or otherwise withdrawn or expires prior to the Commencement of Development.
21. If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence.
20. Nothing in this Deed shall be construed so as to fetter any of the Council's powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council's rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
19. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
18. Any notices consents agreements approvals expressions of satisfaction or certificates or the like required herein shall be given in writing and shall not be unreasonable withheld or delayed and if given on behalf of the Council by under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class or recorded delivery post addressed to the Head of Planning Services and copied to the Director of Legal and Democratic Services at Perceval House 14-16 Uxbridge Road, Ealing, London W5 2HL or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed and in the case of the other parties to their registered or principal office or to the address notified by the parties hereto.
17. Save where otherwise expressly stated all covenants given by the Developer or the Registered Provider under this Deed shall be compiled with entirely at the expense of the Developer or the Registered Provider as the case may be.

that a decision was reached and communicated to the relevant parties within the minimum practicable time allowing for the nature and the complexity of the Any expert however appointed shall be subject to the express requirement

shares

determine and failing such determination shall be borne by the parties in equal shall be payable by the parties to the dispute in such proportion as he shall final and binding on all parties in the absence of manifest error and his costs determine the dispute such solicitor acting as an expert and his decision shall be president for the time being of the Law Society for him to appoint a solicitor to professional body then such question may be referred by either party to the to be appointed pursuant to 26.1 above or to the appropriateness of the In the absence of agreement as to the appointment or suitability of the person

the parties in equal shares

as the expert shall determine and failing such determination shall be borne by and any costs shall be payable by the parties to the dispute in such proportion as decision shall be final and binding on the parties in the absence of manifest error matters as may be in dispute and such person shall act as an expert whose of the time being of the professional body chiefly relevant in England with such qualifications to be appointed (in the absence of an agreement) by or on behalf be referred to an independent and suitable person holding appropriate any matter arising under the terms of this Deed such dispute or difference shall

In the event that there shall be any dispute between the parties in respect of

Disputes

Deed as provided for by s106 of the Planning Act, this Deed from being able to benefit or enforce any of the provisions of this of the 1999 Act shall not prevent any successors in title to any of the parties to permitted by law **SAVE THAT FOR THE AVOIDANCE OF DOUBT** the exclusion to be enforceable by the 1999 Act are hereby excluded to the fullest extent (the "1999 Act") and all third party rights as may be implied by law or deemed by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 No provisions of this Deed shall be construed as creating any rights enforceable

had been completed pursuant to such an application. This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Planning Act as if this Deed

- 26.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment to make a counter written submission within a further ten working days to make a written submission and supporting material and the other party will be entitled to receive any file or written representation he has received any file or written representation conciliation of any hearing which takes place or twenty eight working days after the dispute and in any event not more than twenty eight working days after the 1996 shall not apply.
- 26.5. The expert shall act as an expert and not an arbitrator and the Arbitration Act 1996 shall not apply.
27. Continuing Liability
- 27.1. On the tenant of any Affordable Unit:-
- 27.1.1. who has exercised a statutory right to acquire the whole of the freehold or a leasehold estate in that Affordable Unit under the Housing Act 1996 (or any equivalent contractual right); or
- 27.1.2. who has exercised a statutory right to buy (or any equivalent contractual right) the whole of the freehold or of a leasehold estate in or on any successor in title to any such tenant and in this event this Deed shall henceforth be of no further effect in relation to such Affordable Unit
- 27.2. On the mortgagee of a Registered Provider who seeks to dispose of the Affordable Housing Promises or any part thereof pursuant to its power to dispose of the Affordable Housing Promises pursuant to its power of sale or other remedies under the terms of its mortgagee or charge of sale of such mortgagee or on any person deriving title under any such mortgagee or by such mortgagee or on any registered provider appointed to the terms of the mortgage or on any receiver appointed to exercise power pursuant to the terms of the mortgage pursuant to its power of sale Affordable Housing Promises or any part thereof pursuant to its power to dispose of the mortgage or on any successor in title to any such tenant and in this event this Deed shall henceforth be of no further effect in relation to such Affordable Unit
- 27.2.1. a mortgagee or chargee of the Affordable Housing Promises seeking receiver PROVIDED THAT:-
- and Communities Agency (the Council being entitled to nominate a Registered Provider or at the Council's written election the Homes shall first seek to dispose of the Affordable Housing Promises to a sale or other remedies under the terms of its mortgagee or charge of sale or other remedies under the terms of its mortgagee or charge of sale to dispose of the Affordable Housing Promises pursuant to its power

- EXECUTED AS A DEED** but not delivered until the day and year first above written
- 28.1 the Development shall be a Low Car Housing Scheme; and
 Development:-
- For such period of time as a CPZ shall operate within the area local to the
- 28.2 no occupier of the Development (save for any Blue Badge Holders or Existing Residents (without off-street parking) who shall be entitled to no more than one permit per household) shall be entitled to any permit or permits as may be issued by the Council which would allow any such occupier (or person having any connection whatsoever or relationship with any such occupier whether contractual personal or otherwise) to park any vehicle within the CPZ or any future CPZ within the South Action Estate

1. Not to use or Occupy or permit or suffer to be used or Occupied more than 75% of the Open Market Dwellings in each Phase until the Developer has entered into an agreement for the transfer of either the freehold or a lease for a term of not less than 125 years of the Affordable Housing Premises on such Phase to a Registered Provider who has entered into the Deed of Nomination Rights in respect of the same with the Council unless otherwise agreed with the local planning authority and that the Affordable Housing Prior agreed with the local planning authority and that the Affordable Housing Premises are fully ready for Occupation, unless otherwise previously agreed with the Council.
2. Subject to clause 27 and Paragraph 6 of this First Schedule not to use or permit or suffer the use of the Social Rented Units for any purpose other than permanently as Affordable Housing to rent from a Registered Provider.
3. Subject to clause 27 and Paragraph 6 of this First Schedule not to use or statutorily right to acquire the freehold or leasehold estate of the Intermediate Housing Unit under the Housing Act 1996 or otherwise.
4. To ensure that any monies received by the Registered Provider in respect of Affordable Units (but net of the reasonable and proper costs of the disposal of Affordable Units (long lease or other disposal of the Affordable Housing Premises or any sale, long lease or other disposal of the Affordable Housing Premises or and net of any monies that the Registered Provider is required to pay to any mortgagee of the Affordable Housing Provider or of the relevant Affordable Units) and which relates to a social housing grant element of the scheme funding is applied exclusively for the provision of Affordable Housing in Ealing or (with the prior consent of the Council) in the west-London sub-region of local authorities and to provide the Council with written information or (with the prior consent of the Council) in the west-London sub-region of local authorities and to demonstrate the same.
5. Not to Occupy or permit or suffer to be Occupied any of the Intermediate Housing Units or Social Rented Units on a Phase until the Registered Provider has entered into the Deed of Nomination Rights in respect of the same with the Council subject always to compliance by the Council with the obligation contained in paragraph 1 of the Third Schedule.

AFFORDABLE HOUSING THE FIRST SCHEDULE

6. The obligations contained in paragraphs 2 and 3 of this First Schedule shall cease to have effect in relation to any Affordable Units in the circumstances specified in clause 27.
7. The bed-size mix of the rented tenure accommodation shall provide for a minimum of 31% (calculated on a unit basis) of family-sized accommodation comprising 3-bedroom + units subject always to the decent requirements of each particular Phase and in agreement with the Council.

- measures to be undertaken to achieve those targets.
- 2.2 The establishment of targets for employing local labour and the consortium,
- Education and Universities as part of an employment and training private sector providers Sixth Form Colleges, Colleges for Further Successor to the functions of JobCentre Plus) as well as voluntary and employment and training agencies including Job Centre Plus (or any endeavours to procure its contractors to work directly with local subject to the overriding need to comply with all relevant national and European law relating to employment and training opportunities the apprenticeship and Placement Scheme shall include the following provisions in relation to the Development:
- 2.1 Arrangements setting out how the Developer will use reasonable arrangements setting out how the Developer will use reasonable relation to the Development:
- 2.1.1 Not to commence Development of any of Phases 3 to 11 of the Development unless and until the details of the Apprenticeship Placement Scheme which shall provide for a minimum of two and a maximum of four placements per Phase and which includes the provisions herein below has been submitted to and agreed by the Council.
- 2.1.2 To submit a Financial Viability Test with each reserved matters Viability Test undertaken in respect of the relevant Phase reasonable amount of Affordable Units consistent with the Financial units to be provided in each Phase shall consist of the maximum planning authority PROVIDED ALWAYS THAT the number of Affordable ready for Occupation, unless otherwise prior agreed with the local Affordable units on such Phase so that the Affordable Units are fully Development prior to the completion of the construction of all the than 75% of the Open Market Dwellings within each Phase of the Not to use or Occupy or permit or suffer to be used or Occupied more application for each Phase of the Development:

APPRENTICE AND PLACEMENT SCHEME

- 1.1 Not to use or Occupy or permit or suffer to be used or Occupied more than 75% of the Open Market Dwellings within each Phase of the Development prior to the completion of the construction of all the than 75% of the Open Market Dwellings within each Phase of the Not to use or Occupy or permit or suffer to be used or Occupied more application for each Phase of the Development:
- 1.2 To submit a Financial Viability Test with each reserved matters Viability Test undertaken in respect of the relevant Phase reasonable amount of Affordable Units consistent with the Financial units to be provided in each Phase shall consist of the maximum planning authority PROVIDED ALWAYS THAT the number of Affordable ready for Occupation, unless otherwise prior agreed with the local Affordable units on such Phase so that the Affordable Units are fully Development prior to the completion of the construction of all the than 75% of the Open Market Dwellings within each Phase of the Not to use or Occupy or permit or suffer to be used or Occupied more application for each Phase of the Development:

AFFORDABLE HOUSING

DEVELOPER OBLIGATIONS

THE SECOND SCHEDULE

HIGHWAYS REINSTATEMENT WORKS

23

5. One Car Club spaces for each Phase shall be provided on the completion of each of Phases 4-11 inclusive unless an alternative strategy to provide the Car Club spaces is agreed in writing with the Council

- 4.2 Details relating to the provision and location of the eight (8) Car Club spaces

- 4.1 Free membership of the Car Club scheme for three years from the Development who wish to avail themselves of the scheme completion of their purchase for the first occupants of each Dwelling in the Dwelling

4. Within the first 3 years of occupation of any of the Dwellings within the relevant Phases of the Development a Car Club scheme to be provided by an accredited car club operator shall be prepared and submitted to and approved by the Council and implemented by the Developer which scheme shall include:

CAR CLUB

3. The Developer will implement and promote the objectives of the agreed Apprentice Placement Scheme (as referred to in Paragraph 2 above) to ensure that (so far as is reasonably practicable) the objectives are met.

- 2.7 Local people should be employed where possible throughout the life of the Development in accordance with the terms of the Apprentice and Placement Scheme.

- 2.6 Employment and training opportunities in relation to community projects on South Acton Estate.

- 2.5 Employment and training opportunities in relation to housing management and estate maintenance within the Development.

- 2.4 Employment and training opportunities in relation to the construction of the Development and security maintenance and environmental improvement and management elements of the Development.

- 2.3 The provision for training opportunities in respect of any new jobs created for the Development.

- 7.2. provisions monitoring the uptake of Electrical Vehicle Charging Points ("EVC") and demonstrating that in addition to the 20% of parking bays equipped with active charging points for electric vehicles, new active charging points shall be provided on an incremental basis up to a maximum of an additional 20% of the total parking bays.
- 7.2. provisions monitoring the uptake of Electrical Vehicle Charging Points ("EVC") and demonstrating that in addition to the 20% of parking bays equipped with active charging points for electric vehicles, new active charging points shall be provided on an incremental basis up to a maximum of an additional 20% of the total parking bays.
- 7.1. provisions monitoring the uptake of parking spaces for wheel chair users and demonstrating that in addition to the provision of 112 marked and designated wheelchair accessible parking bays (which are to be provided on a proportionate basis on first occupation of each Phase of the Development) new disabled bays are to be provided on an incremental basis up to a maximum of 235 spaces on each occasion that the occupancy rates of the existing marked provisions reach 90%.
- 7.1. provisions monitoring the uptake of parking spaces for wheel chair users and demonstrating that in addition to the provision of 112 marked and designated wheelchair accessible parking bays (which are to be provided on a proportionate basis on first occupation of each Phase of the Development) new disabled bays are to be provided on an incremental basis up to a maximum of 235 spaces on each occasion that the occupancy rates of the existing marked provisions reach 90%.
7. Prior to the Occupation of the first Phase of the Development, the Developer shall submit to the Council for approval a detailed Framework Travel Plan which shall be updated prior to Occupation of each subsequent Phase and which Plan shall also include:-

FRAMEWORK TRAVEL PLAN

- 7.4. All necessary repair and reinstatement works are to be agreed by the Developer and the Council and costed by the Council.
- 7.3. The Developer will give the Council seven days prior notice of the carrying out of the surveys.
- 7.2. Details of the extent and nature of the surveys shall be agreed beforehand by the Council.
- 7.1. The Developer will not commence Development until the Developer has carried out a pre-construction condition survey and a post-completion condition survey out a post-completion condition survey and a post-completion condition survey shall be carried out by the Developer within one month of notification to the Council of the substantial completion of the Development.
6. Within three months of the substantial completion of each Phase of the Development or at such other time as may be agreed by the Council the Developer will pay the Council the Council's assessed costs for the repair and reinstatement of the footways and highways in the vicinity of the development damaged as a consequence of access to and from the Property by construction traffic.

HEALTH

12. To pay the Education Contribution in nine separate instalments of £81,040 with each instalment being paid to the Council prior to the occupation of each of Phases 3 - 11 of the Development

EDUCATION

11. To pay the Framework Travel Plan Review Contribution in eight instalments of £1,250 with each instalment being paid on the completion of each of Phases 3 - 10 of the Development
10. If after five years from the first Occupation of that particular Phase of the London's Guidance for Residential Travel Planning at the Developer's cost.
9. Six months after the first Occupation of any part of that particular Phase of the Development the approved Framework Travel Plan for each Phase of the Development will be implemented prior to first Occupation of that particular Phase of the Development.
8. The approved Framework Travel Plan for each Phase of the Development will provide monitoring the uptake of CPZ parking permits
- 7.5 details of a Car Club scheme
- 7.4 provision of a Parking Management Plan to provide details of the criteria for parking permit eligibility and allocation of street parking spaces. This shall establish how the number of households eligible for permits shall not exceed the number of off street spaces and how off street parking shall be allocated on an equitable basis across the private Sale, Intermediate Housing and Social Rented tenures

- 7.3 parking bays on each occasion that the use of the existing ECP has reached 90% provision of a Parking Management Plan to provide details of the criteria for parking permit eligibility and allocation of street parking spaces. This shall establish how the number of households eligible for permits shall not exceed the number of off street spaces and how off street parking shall be allocated on an equitable basis across the private Sale, Intermediate Housing and Social Rented tenures
- 7.2 details of a Car Club scheme
- 7.1 provision of a CPZ parking permit

- of permit from the Council which would allow them to park any who is resident at the Development) shall not be entitled to any form any such occupier whether contractual personnel or otherwise and any person having any connection whatsoever or relationship with permit per household) intended occupiers of the Development (or an off-street parking space who shall be entitled to no more than one 18.2 that (save for any Blue Badge Holders or Existing Residents without that the Development is a Low Car Housing Scheme and 18.1 the Development by formal notice in writing:- of Development or any part thereof (save for the purpose of constructing the same) unless and until the Developer has informed all intended occupiers of Not to Occupy or cause or permit or suffer to be Occupied the relevant Phase 18.

LOW CAR HOUSING

- not caused by the Developer been sufficiently damaged to warrant replacement and in all cases whether or replace any street trees which have become diseased or are dying or have During the five year period referred to above without delay to remove and the first five years of its life from the date of its planting and 17. To assume responsibility for the maintenance of each of the Street Trees for Phases 3- 11 of the Development

- To pay the Street Trees Contribution in nine equal instalments of £5,089 with each instalment being paid to the Council prior to the occupation of each of Phases 3- 11 of the Development

TREES

- Council Pedestrian Cyclist and Road Safety Contribution has been paid to the Phase 7 of the Development unless and until £37,000 of the Cyclist and Road Safety Contribution has been paid to the Council and 14.2

- 14.1 Not to commence :- Phase 5 of the Development unless and until £30,000 of the Pedestrian Cyclist and Road Safety Contribution has been paid to the Council and To pay the Health Contribution in nine instalments of £61,143 with each instalment being paid to the Council prior to the occupation of each of Phases 3-

PEDESTRIAN CYCLIST AND ROAD SAFETY

- 11 of the Development To pay the Health Contribution in nine instalments of £61,143 with each instalment being paid to the Council prior to the occupation of each of Phases 3-

ENVIRONMENTAL HEAT

23. Prior to the completion of Phase 8 of the Development to ensure that the Bus Driver Unisex Disabled Toilet has been completed and ready for use unless otherwise agreed in writing with the Council following consultation with Transport for London PROVIDED THAT for the avoidance of doubt the Developer shall be responsible for the initial provision of this facility but not its long term maintenance

BUS DRIVER TOILET

- 22.2 the Bus Stop Contribution has been paid to the Council
 22.1 the Bus Service Contribution has been paid to the Council; and
 22. Not to commence Phase 8 of the Development unless and until:-

BUS SERVICE

21. The eligibility to purchase a parking permit shall then remain with the owner covenantants not to apply to the Council for a resident's parking permit for covenantant in any such lease or transfer which provides that the tenant or owner covenants not to apply to the Council for a resident's parking permit for an Existing Resident or Blue Badge Holder unless he has included a restrictive covenant in the CPZ and covenantants not to lease or transfer other than to a parking permit in the CPZ and covenantants not to lease or transfer other than to a waives all rights and entitlement (if any) on the part of the Developer to a Holders or Existing Residents without an off-street parking space) hereby
20. The Developer for itself and its successors in title (other than Blue Badge above made formal notification in accordance with sub-paragraphs 19.1. and 19.2 The Developer will promptly confirm in writing to the Council that he has

motor vehicle within the CPZ or any future CPZ within the South Acton Estate

PUBLIC ACCESS AREAS

- Not to commence or cause to be commenced Phase 8 of the Development unless and until the Avenue Road Public Open Space Contribution has been paid to the Council.

AVENUE ROAD PUBLIC OPEN SPACE

- Not to commence or cause to be commenced Phase 3 of the Development unless the Multi Use Games Area Contribution has been paid to the Council and unless the Multi Use Games Area Contribution has been paid to the Council and Not to commence or cause to be commenced Phase 4 of the Development unless to commence or cause to be commenced Phase 4 of the Development unless and until the Multi Use Games Area Commuted Sum has been paid to the Council.

MUGA

27. Until the expiration of the first anniversary period referred to above without delay to remove and replace any equipment comprised within the North Park Play Ground (including the surface ground) which has become faulty or damaged sufficiently to warrant replacement and in all cases whether or not caused by the Developer

28. To replace without delay any shrubs and/or trees which have died within the first five years from the date of planting

- To assume responsibility for the maintenance of the North Park Playground until the first anniversary following the practical completion of North Park and

- Upon the first anniversary following practical completion of North Park to pay the North Park Playground Contribution to the Council as a commuted sum for the future maintenance of the North Park Playground.

NORTH PARK PLAYGROUND

- To pay the Air Quality Monitoring Contribution in nine equal instalments of £8,145 with each instalment being paid to the Council prior to the occupation of each of Phases 3 - 11 of the Development

43. The annual Contribution shall be made during the development period from 2013 to 2026 inclusive, save that such period shall be capable of extension with the provision that the annual Contribution shall be paid on 31 March each year.
42. The annual Contribution shall be paid on 31 March each year.
41. To pay the Community Development Fund Contribution towards such matters as the community board shall determine including (but not limited to) the provision of employment and skills development opportunities, community engagement, the provision of suitable space for community activities and enterprise development, in accordance with the provisions specifically set out within the Employment Development Agreement.

COMMUNITY DEVELOPMENT FUND CONTRIBUTION

40. To notify the Head of Planning Services in writing quoting planning ref no. P/2012/0708 of the full postal address of each residential unit which has been created at the Property pursuant to the Planning Permission within 14 days of such address having been established with Royal Mail.

POSTAL ADDRESSES

39. The Developer shall also permit vehicular and pedestrian access to any unadopted Streets.
38. The Developers shall erect and maintain signs on and around the Development and subject to the obtaining of any necessary statutory consents granted the number and position of such signs to be approved by the Council to inform the public of the extent of the permissive rights of access hereby and suitable and subsisting public liability insurance in respect of the Public Access and subject to the obtaining of any necessary statutory consents granted the number and position of such signs to be approved by the Council to inform the public of the extent of the permissive rights of access hereby.

37. The Developers shall produce to the Council upon written request proof of suitable and subsisting public liability insurance in respect of the Public Areas Council shall not be dedicated as public highway unless otherwise agreed with the Council for the avoidance of doubt the parties hereto agree that the Public Access Areas shall not be dedicated as public highway unless otherwise agreed with the Council.
36. Avoidance of doubt the parties hereto agree that the Public Access Areas Central Plaza Public Open Space shall not be dedicated as public highway unless otherwise agreed with the Council.

Avoidance of doubt wheelchair or other disabled access) to and from the Central Plaza Public Open Space

- completion.
47. The Developer covenants with the Council that with effect from the date they acquire any freehold or leasehold estate in the Property which is not at the date of this Deed bound by the obligations in this Deed will contemporaneously enter into a deed supplemental to this Deed on terms mutatis mutandis to the effect that the completion of any such freehold or leasehold estate with the completion of any acquisition of any such freehold or leasehold estate of this Deed (save in respect of any obligations already compiled with provisions of this Deed) subject to such amendments as the parties may agree) and with the effect of providing that the relevant covenants committed obligations and restrictions contained in this Deed effectively bind any such freehold or leasehold or restrictions contained in this Deed as at the date of its completion.
46. To give the Council for the attention of the S106 Monitoring Officer and quoting references P/2012/0708 no less than ten working days prior notice of the commencement of Development and of any later Occupation as gives rise to obligations and liabilities under the terms of this Deed so as to enable the Council to monitor effectively the performance of the Developers and Registered Provider's obligations under this Deed.

GENERAL

- (such approval not to be unreasonable withheld or delayed)
45. Not to Commence Development of a Phase which includes the Central Plaza Public Open Space, the Community Facilities and/or the West Allotments without agreeing a Management and Maintenance Plan for such facility with the Council
44. To prepare and submit the Management and Maintenance Plans to the Council for approval no less than one month prior to the commencement of Development
- Save to the extent that it is agreed with the Council that one or more of the Public Areas shall be adopted by the Council:-

MANAGEMENT AND MAINTENANCE PLANS

the approval of the Council where progression of the Development is delayed due to market forces.

48. In carrying out the terms and conditions of this Deed to comply with all applicable statutory enactments and regulations as may from time to time be in force.
49. To indemnify and keep indemnified the Council and every person engaged in the business of the Council from and against all actions proceedings claims and liabilities and demands whatsoever arising either directly or indirectly from the covenants and obligations of the Developer under this Deed provided that the Council will not make any admission of liability agreement or compromise in relation to any actions proceedings claims liabilities and demands without the prior written consent of the Developer.

1. To use reasonable endeavours to agree with the Registered Provider any requisite variations to the Deed of Nomination Rights as the Registered Provider may reasonably request at the appropriate time as soon as reasonably practicable from the date hereof.
2. To use all sums received from the Developer under the terms of this Deed for other purposes specified in this Deed for which they are to be paid or for such purposes for the benefit of the Developer and the Council shall agree.
3. At the expiration of five years from the date of receipt and upon application to repay the Contribution (or any unexpended balance thereof) to the person who paid the Contribution together with any attributable interest in the account less any reasonable (and attributable) administrative costs incurred by the Council to provide to the Developer such evidence as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed.
4. To provide to the Developer such evidence as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed.
5. At the written request of the Registered Provider or the Developer to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

COVENANTS BY THE COUNCIL
THE THIRD SCHEDULE

DEED OF NOMINATION RIGHTS FOR THE RENTED UNITS as attached

THE FOURTH SCHEDULE

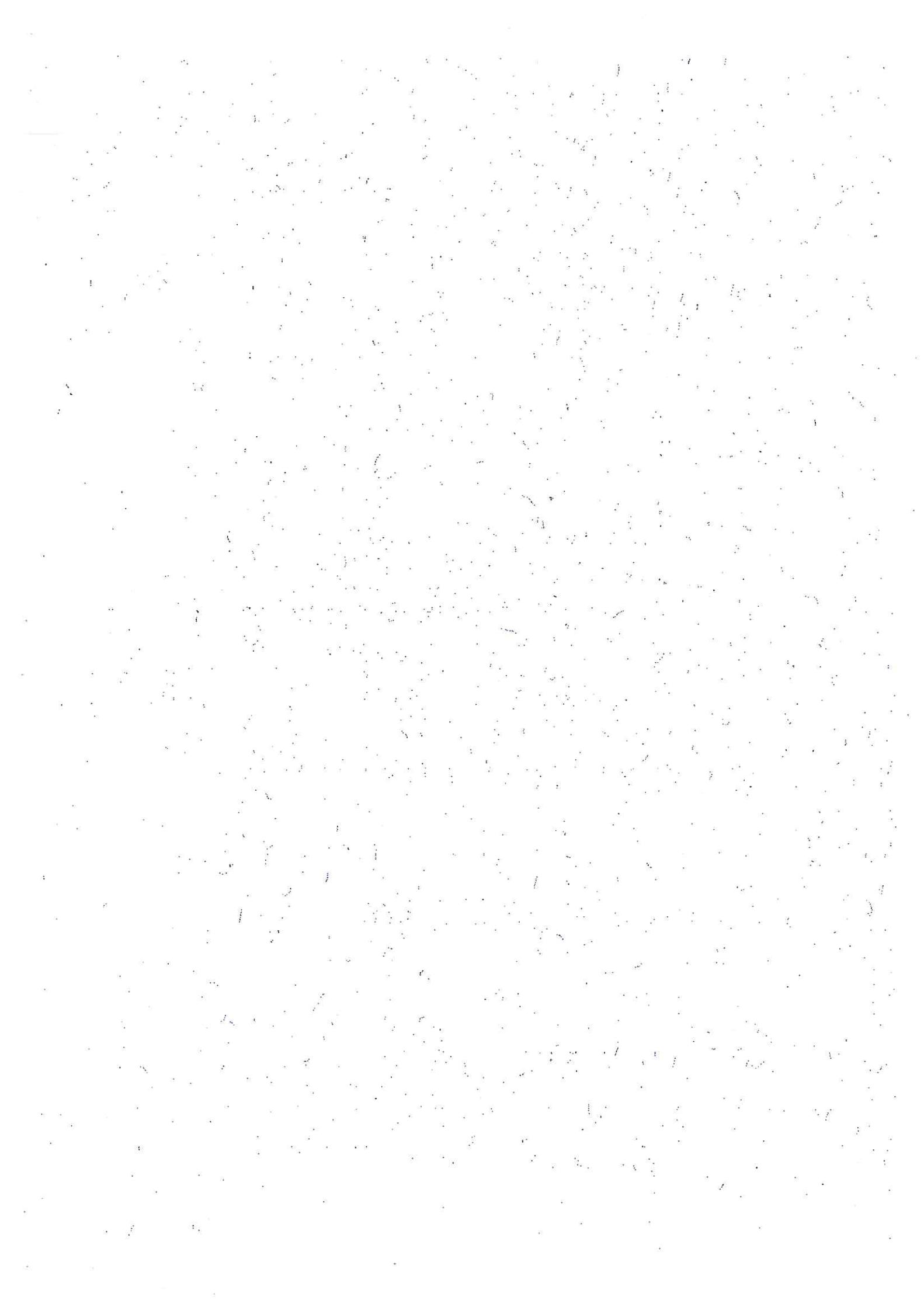
Ealing W5 2HL
14/16 Uxbridge Road
Perceval House
London Borough of Ealing
Democratic Services
Director of Legal and

Nomination Agreement relating to Rented Units
at XXXXX

THE COUNCIL OF THE LONDON BOROUGH OF EALING

- and -

Dated
2012



BETWEEN

THIS DEED OF NOMINATION RIGHTS is made the day of 2012

(1) (2) THE COUNCIL OF THE LONDON BOROUGH OF EALING of Town Hall New Broadway London W5 2BY ("the Council")

WHEREAS

1. The Council and entered into an agreement on XXXX under Section 106 of the

2. XXXXXX has entered into an agreement with XXXXX to comply with the terms of the Provider relating to the Affordable Housing Units ("Section 106 Agreement") dwellings for affordable housing units and to enter into an agreement with a Registered

Town and County Planning Act 1990 under which XXXXX undertook to provide XX

NOW THIS DEED WITNESSETH as follows:-

1. In this Deed the following words shall have the following meanings:-
- IT IS AGREED AS FOLLOWS:
4. The London Boroughs of Brent, Haringdon, Hillingdon, Hounslow and the Council are committed to providing choice for tenants looking for accommodation in the West London area and wish to encourage their partner XXXX to participate in choice based lettings and expect that properties subject to this Nomination Agreement will be let through the LOCTA, choice based letting scheme.
3. The Council and XXXX have agreed to enter into this Deed pursuant to the provisions of the Section 106 Agreement
2. XXXXXX has entered into an agreement with XXXXX to comply with the terms of the
1. The Council and entered into an agreement on XXXX under Section 106 of the

- 1.1 “Allocations Policy” shall mean the Allocations Policy set out in the Schedule
- 1.2 A Nomination Debt will arise when any Rent Unit to which the Council has a hereto
- 1.3 “Council’s Allocation Scheme” means the Council’s allocations scheme
- 1.4 “First Let” means the first occupation of the newly constructed and previously
- 2001 and in November 2002 and as may be amended from time to time
- changes agreed by Housing Committee in January 2000, Cabinet in December
- under Part VI of the Housing Act 1996 updated February 2000 to include
- “Council’s Allocation Scheme” means the Council’s allocations scheme
- Council in writing that a Nomination Debt has arisen
- circumstances set out in clause 7.3 in which case CCHA will notify the
- Nomination right pursuant to this Deed and which is not let to a Nominee in the
- 1.5 “Nominee” means a short listed bidder to whom XXXX makes an offer of a
- Tenancy Agreement as per clause 2.4 of this Deed or the person named in a
- Nomination Notice per clauses 2.5 or 2.6 of this Deed
- “Nomination Notice” means a written notice of nominees given by the
- Council to XXXX in the form as may be agreed between XXXX and the
- Council from time to time acting reasonably
- 1.6 “Nomination Period” means a period of 60 years from and including the date
- of the first letting of the last Rent Unit
- 1.7 “Rents Units” means [] residential units. The units mix are as follows:
- 1.8 “Property” means part of the property known as XXXXXXXXXXXX
- 1.9 “Residential Units” means [] residential units.

- 1.11. "Subsequent reletting" means any letting of a Rent Unit other than the First Let that may take place on the occurrence of a True Void within the Nomination Period.
- 1.12. "Tenancy Agreement" means an assured tenancy agreement in a form prepared by CCHA and containing terms which accord with the guidance on housing management issued by the Tenant Services Authority (or other statutory successor) pursuant to Section 36A of the Housing Associations Act 1985.
- 1.13. "True Void" means a Rent Unit which is vacant as a result of:
- 1.13.1. The tenant having moved to other accommodation provided by a landlord other than XXXX; or
 - 1.13.2. The tenant having died and there being no right of succession to the tenancy whether under the terms of the Tenancy Agreement or under statute; or
 - 1.13.3. The tenant having purchased a property in the private sector; or
 - 1.13.4. The tenant having been evicted or having abandoned the Rent Unit A disposal of a Rent Unit to the tenant pursuant to Part I of the Housing Act 1996 (as amended)
 - 1.13.5. AND for the avoidance of doubt a Rent Unit shall not be a True Void when it is held to nominate a tenant to XXXX's housing stock is required in respect to rehouse via any mobility scheme where a tenant has moved to accommodate a result of;
 - 1.13.6. The tenant having been rehoused via any mobility scheme where a tenant has moved to accommodate a result of;
 - 1.13.7. The tenant having moved to accommodation provided by XXXX;

or

- 4
- Deed and shall cease to be a Rent Unit for the purposes of this Deed
disposed of shall thereafter no longer be bound by the terms of this
whereupon the Rent Unit (or Units) or relevant part thereof so
manager or administrative receiver) exercising its power of sale
disposal by a mortgagee or chargee or any receiver thereof (or
force
voluntary purchase under any such scheme from time to time in
disposal to a person exercising any statutory right of acquisition or
land under a Section 38 Agreement
the grant of an easement to a statutory utility company or transfer of
“Exempt Disposal” shall mean any of the following:
Public Statutory and Building Council Special Holidays
“Working Day” means any day Monday to Friday but excluding Bank
arrangements exist
The tenant moves to other landlord’s property where reciprocal
arrangements exist
The tenant transfers to another borough where reciprocal
destruction
works are undertaken to remedy any building defect, damage or
remaining vacant for a reasonable period between lettings whilst
The tenant having temporarily moved out of the Rent Unit
mutual exchange; or
The tenant having assigned the tenancy of the Rent Unit on a
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- 2.1 Nominations Procedure**
- The Council is entitled to nominate 100 percent of First Lets and 75% True Voids during the Nomination Period.
- 2.2**
- XXXX must prepare the advert for advertising a Rent Unit as available to Let and before placing the advert provide it to the Council for approval such approval not to be unreasonable withheld or delayed provided that if such approval is not given by the close of business on the Friday before the LOCATA advertisement deadline the advert will be deemed to be approved by the Council and the RSL may place the advert and for the avoidance of doubt if there is a change to the LOCATA advertisement deadline the relevant Friday shall change accordingly. XXXX shall prepare the advert well before the LOCATA advertisement deadline. XXXX should also provide in the advert information regarding any unique selling points in order to make the First Let/True Void advert as informative as possible for bidders such as proximity to shops, transport, schools, large rooms new build etc
- 2.3**
- Between 3-6 weeks prior to the anticipated date of completion of a First Let Rent Unit XXXX will place the advert in the next free sheet to be published in accordance with the following deadlines. Freesheets are published fortnightly. The deadline for inclusion in the free sheet is 4 p.m. on Friday and the advert will appear on Friday 7 days later
- 2.4**
- Shortlists are normally available 6 days after the advert appears. XXXX will access the shortlist direct and take details of the bidders and arrange single or multiple viewings and subject to verification by the Council make offer(s) of a Tenancy Agreement

- 2.5 If XXXX rejects a Nominee or all Nominees or the Nominee or all Nominees
refuse the Council will provide 2 to 3 directly enforceable nominations by
way of service of a Nomination Notice, within 1 Working Day of notification
by XXXX to the Council of such refusal/rejection
Provided the information in the advert placed by XXXX is accurate, a True
Void or First Rent Unit will need to be advertised only once. If there are
no bidders or all the short-listed Nominees refuse or XXXX rejects all such
Nominees the Council will be given the opportunity to make a direct
nominations by way of service of a Nomination Notice. If the Council fails
to provide direct nomination(s) within 1 Working Day or XXXX rejects the
Nominee XXXX may take back the unit and let the unit as it sees fit and in
such case a Nomination Debt will arise.
2.6
2.7 Where the Council is enforcing an offer, the True Void or First Let will not
have to be held for longer than 5 Working Days after XXXX has notified the
Council of a refusal or rejection.
2.8 XXXX must update the LOCATA website with details and inform the
Council of proposed tenancy commencement dates not later than 3 Working
Days from the date of signing of the Tenancy Agreement.
3.1 XXXX shall use all its reasonable endeavours to ensure that with effect from
the date the last Rent Unit is let for the first time 75 per cent of the True
Voids in each twelve month period commencing on 1st April shall be let to
Nominees

5. The Council's Obligations

- 7
- time.
- or the letting would be contrary to XXXX's allocations policy from time to time.
- of living independently or the Nominee has a history of anti-social behaviour discretion (acting reasonably) that a Nominee is too vulnerable to be capable XXXX shall be entitled to reject a Nominee if XXXX considers in its consultation with the Council provided that following such consultation by the Nominee for rejection
- 4.2 It is hereby agreed that XXXX shall not reject a Nominee without prior rejection by a Nominee and if the offer is rejected the reason given or rejected by a Nominee within 10 Working Days of acceptance or
- 4.1.3 Full details of whether and when any such offer has been accepted Notice; and
- any offer within 10 Working Days of receipt of the Nomination under Clause 2.4, 2.5 or 2.6 full details of the reason for not making
- 4.1.2 If XXXX makes no offer of a Tenancy Agreement to any Nominee and
- to a Nominee within 10 Working Days of such offer being made;
- 4.1.1 Full details of any offer of a Tenancy Agreement made by XXXX within:-
- 4.1 XXXX shall update the LOCATA website and supply to the Council in each such twelve month period in order to ensure that it complies with its obligations under Clause 3.1
- 3.2 XXXX shall monitor the number of True Vacancies for the Rent Units during

XXXX Covenants with the Council:

6. XXXX's Covenants

- relevant information
- 5.4 In so far as the Council is able the Council will provide to XXXX the Allocation's Policy
- 5.3 The Council shall before making a nomination assess the suitability of the Nominees for the respective Rent Units in accordance with the Allocation's Policy
- 1996
- 5.2 The Council shall use reasonable endeavours to provide details of the ethnic origin and other relevant details of Nominees to enable XXXX effectively to monitor whether or not it is having an appropriate percentage of such households in accordance with its agreed with Social Landlords as required under the Housing Act on its Housing Register in accordance with its allocation policies as equal opportunities policy and the Council shall register applicants agreed with Social Landlords as required under the Housing Act on its Housing Register in accordance with its allocation policies as appropriate percentage of such households in accordance with its agreed with Social Landlords as required under the Housing Act on its Housing Register in accordance with its allocation policies as equal opportunities policy and the Council shall register applicants

- 5.1 The Council agrees with XXXX (so far as the Council is able having regard to its statutory duties from time to time) that unless XXXX shall have agreed in writing to the contrary the Council shall not offer any tenancy to a Nominee or arrange for any other prospective landlord to offer any tenancy to a Nominee until such time as the Nominee has rejected XXXX's offer of a Tenancy Agreement

accordance with clause 2.6

(c) where XXXX takes back the Rent Unit under clause 2.6 and lets it in

(b) by way of an Exempt Disposal or

(a) on assured tenancies to Nominees (save as provided in clause 6.1.3) or

Period transfer, assign or lease the Rent Units (or any part thereof) save

XXXX covenants with the Council that it shall not during the Nomination

6.2 Disposal

Deed.

Period to ensure that it complies with its obligations under the

6.1.5 To monitor the number of True Voids during the Nomination

shall any rent at any time be commuted to a lump sum or sums

tenancy shall be granted in consideration of a fine or premium nor

the Court under the Matrimonial Causes Act 1973) and no such

assignment on mutual exchange unless the subject of an Order of

an absolute prohibition on assignment or underetting other than

shall be in the form of an assured tenancy on a weekly basis (with

6.1.4 Every letting to a Nominee (except with the Council's consent)

Vacant

during which any Rent Unit which must be offered to a Nominee is

6.1.3 To use all reasonable endeavours at all times to minimise the period

of any Tenancy Agreement granted by XXXX to a Nominee

6.1.2 To observe and perform all the obligations of the landlord by virtue

Lets and True Voids in accordance with clause 2 as applicable

6.1.1 To provide to the Council nominations of 100 per cent of the First

6.1 Use

manager or administrative receiver) and

- This Agreement shall not be binding upon:

any mortgagee or chargee who has the benefit of a legal mortgage or charge
any mortgagee or chargee who has the benefit of a leasehold mortgage or charge
secured against the Rent Units (or any part or parts thereof) or any receiver (or
manager or administrative receiver) appointed by such mortgagee or chargee or
any successor in title of any of them or persons who shall derive title directly
or indirectly from through or under such mortgagee, chargee or receiver (or

Miscellaneous

- (d) to another Registered Provider (as defined in the Housing and Regeneration Act 2008 or any successor provisions) registered with the Tenant's Service Authority (or any statutory successor) with (where required) the consent of the Tenant's Service Authority (or its statutory successor) and provided that on each occasion that any such Registered Provider ("New Registered Provider") makes an unconditional offer to the Council to enter into a nomination agreement in the same form and substance as these presents (mutatis mutandis) (or as varied per clause 7.2 hereof) then upon delivery to the Council of such substitute nomination agreement duly executed by such New Registered Provider and upon XXXX confirming to the Council that such transfer assignment or lease to such New Registered Provider has taken place then on each such occasion this Deed shall henceforth be construed and have effect as if reference to the Rent Units were reference to those Rent Units not disposed to in the New Registered Provider and for the avoidance of doubt it the New Registered Provider fails to enter into a such substitute nomination agreement with the Council as required the transfer assignment or lease (as relevant) shall not take place

"unit") by XXXX on the disposal of the relevant Rent Unit as required by law shall to a unit that XXXX has developed utilising the receipts ("a reprovided any other of XXXX's housing stock situated within the Borough of Ealing or the Property which is reasonably comparable to the relevant Rent Unit or in endeavours to provide alternative nomination rights to a residential unit within occurrence of the True Void on a Subsequent letting use reasonable XXXX as may be required by law XXX shall within one year of the result of the relevant Rent Unit within the Property having been disposed of by letting to provide nomination rights in accordance with this Agreement as a result upon the occurrence of a True Void on a Subsequent

housing stock situated within the Borough of Ealing which is reasonably comparable to the Rent Unit or in any other of XXXX's to provide alternative nomination rights to a residential unit within the Property nomination in such circumstances XXX shall use all reasonable endeavours Where the Council has a Nomination Debt and if the Council so requests be varied from time to time by agreement in writing by the Council and XXXX The Council and XXXX agree that the provisions contained in this Deed may persons deriving the directly or indirectly from through or under any of them mortgagors or chargees (or receiver or manager or administrative receiver) or purchase scheme from time to time in force and their successors in title and Unit (or part thereof) pursuant to any statutory right of acquisition or voluntary any person or persons who shall at any time acquire any legal interest in a Rent lets it in accordance with clause 2.6 and

Agreement or under clause 2.6 where XXXX has taken back the Rent Unit and any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy

7.4

If XXXX is unable upon the occurrence of a True Void on a Subsequent letting use reasonable XXXX as may be required by law XXX shall within one year of the result of the relevant Rent Unit within the Property having been disposed of by letting to provide nomination rights in accordance with this Agreement as a result upon the occurrence of a True Void on a Subsequent

7.3

housing stock situated within the Borough of Ealing which is reasonably comparable to the Rent Unit or in any other of XXXX's to provide alternative nomination rights to a residential unit within the Property nomination in such circumstances XXX shall use all reasonable endeavours Where the Council has a Nomination Debt and if the Council so requests be varied from time to time by agreement in writing by the Council and XXXX The Council and XXXX agree that the provisions contained in this Deed may persons deriving the directly or indirectly from through or under any of them mortgagors or chargees (or receiver or manager or administrative receiver) or purchase scheme from time to time in force and their successors in title and Unit (or part thereof) pursuant to any statutory right of acquisition or voluntary any person or persons who shall at any time acquire any legal interest in a Rent lets it in accordance with clause 2.6 and

7.2

Agreement or under clause 2.6 where XXXX has taken back the Rent Unit and any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy

7.1.3

any person or persons who shall at any time acquire any legal interest in a Rent lets it in accordance with clause 2.6 and

7.1.2

Agreement or under clause 2.6 where XXXX has taken back the Rent Unit and any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy

Nominees will meet any of the following criteria:

ALLOCATIONS POLICY

THE SCHEDULE

- 7.5 This Deed shall expire and cease to have effect on the expiry of the Nomination Period.
- 7.6 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post in the case of XXXX to its registered office from time to time and in the case of the Council to the address of the Council indicated above or such other address notified in writing by the Council to XXXX and any notice shall have been deemed to have been served.
- 7.7 In the case of dispute or difference on any matter under this Deed or as to the two Working Days after posting.
- 7.8 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and all third party rights as may be implied by Law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by Law.

1. Persons who fall within XXXX's objects as a charitable Registered Provider and who are capable of living independently with appropriate support packages as would normally be provided by XXXX or social services department of the Council Be on low incomes, such that they are unable to buy or rent suitable housing in the open market and who satisfies the criteria in paragraph 1 above Be living in unsatisfactory housing circumstances, of which being homeless is one example and who satisfies the criteria in paragraph 1 above
2. Persons falling within the Council's Allocation Scheme and who satisfies the criteria in paragraph 1 above
3. Be living in unsatisfactory housing circumstances, of which being homeless is one example and who satisfies the criteria in paragraph 1 above
4. Persons falling within the Council's Allocation Scheme and who satisfies the criteria in paragraph 1 above
5. Tenants transferred from properties within the Housing Regeneration Schemes (decents)

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be

hereunto affixed the day and year first before written

Authorised Signature

EXECUTED AS A DEED BY)
AFFIXING THE COMMON SEAL)
OF)
in the presence of:)

Authorised Officer

EXECUTED AS A DEED BY THE)
COUNCIL OF THE LONDON)
BOROUGH OF EALING BY AFFIXING)
THE COMMON SEAL in the presence of)

DEED OF NOMINATION RIGHTS FOR THE INTERMEDIATE UNITS as attached

Special Holidays

means a working day excluding Saturdays Sundays Bank Holidays and Ealing Council

1.2 "Day"

means the accommodation suitability criteria set out in Schedule 1;

1.1 "Accommodation Suitability Criteria"**1. DEFINITIONS****IT IS AGREED AS FOLLOWS:**

(b) L&Q and the Council have agreed that the units described in clause 1.9 below which are to be constructed on part of the said land are to be sold under Shared Ownership Leases to persons falling within priority groups whose needs and resources meet certain agreed criteria

(A) The Council and L&Q have entered into agreements on 2013 under Section 106 relating to Land at the South Action Estate London W3 (Phase 2) ("the Town and Country Planning Act 1990 as amended ("the S106 Agreement")

(Property")

(B) L&Q and the Council have agreed that the units described in clause 1.9 below which are to be constructed on part of the said land are to be sold under Shared Ownership Leases to persons falling within priority groups whose needs and resources meet certain agreed criteria

RECITALS

(2) THE COUNCIL OF THE LONDON BOROUGH OF EALING ("the Council") at Kings Hall Mews, Lewisham, London, SE13 5JQ

(1) LONDON & QUADRANT HOUSING TRUST ("L&Q") whose registered office is Broadway, Ealing W5 2BY ("the Council") which expression where the context so admits includes its statutory successors)

PARTIES

2013

AGREEMENT**DATED**

1.3

"HCA"

means the Homes and Communities Agency and shall include any statutory

SUCCESSOR

1.4

"Home Seeker"

means a person who lives or works in the London Borough of Ealing

means Ealing and Home Buy Agent

1.5

"Housing Register"

means the minimum selection criteria set out in Schedule 1;

1.4

"Minimum Selection Criteria"

means a proposed purchaser of a Unit who has been accepted by the Council as a
nominee in accordance with the nomination list procedure set out in Schedule 2;

1.6

"Resale"

means an assignment of a Shared Ownership Lease by a leaseholder of a Unit but
shall not include the assignment of a Shared Ownership Lease where the leaseholder
has transferred to 100% or L8Q does not have the right to nominate a person to take
an assignment of a Shared Ownership Lease

1.7

"Schedule 1 and Schedule 2"

means the schedules marked Schedule 1 and Schedule 2 annexed to this Agreement

"Shared Ownership Lease"

ownership housing or such other ownership lease

means a lease based upon the HCA's (or successors) sample lease for shared

1.8

3.4 L&Q shall ensure that all information and data received on or given by potential purchasers of the Units is protected in accordance with the Data Protection Act 1998.

3.3 L&Q shall ensure that all potential purchasers and Nominees are advised of the availability elsewhere of independent financial advice

3.2 L&Q shall review its marketing strategy on a monthly basis with a view to ensuring that the marketing is achieving its aims.

3.1 At least 3 months before Practical Completion of a Unit or Units unless otherwise agreed, L&Q shall market and deal with the disposal of the Unit or Units for sale on a Shared Ownership Lease.

3. MARKETING

2.2 do all acts matters deeds or things reasonably required by the other party to better facilitate the disposal of any particular Unit

2.1 co-operate and at all times to act in good faith towards each other; and

In entering into this Agreement the parties agree to:

2. CO-OPERATION

1.10 "Practical Completion" means when the Units are substantially completed and are ready for occupation

1.9 "Unit" means one of the Units constructed in the Development which is allocated for sale under a Shared Ownership Lease by L&Q pursuant to the terms of this Agreement

4.3 L&Q will then approach the proposed purchasers and agree the sale ensuring that in accordance with this Agreement and HCA requirements the purchaser understands the requirement for a covenant that ensures any re-sale is

- housing need for alternative accommodation
- If an existing owner, provide Council confirmation that they have a priority if they are forming a new household they do not have adequate equity from their previous home to buy on the open market
- Are purchasing an equitable interest in a residential property for the first time or fulfil the current Council and HCA eligibility criteria

4.2 If at the end of six weeks following Practical Completion L&Q has not had then London wide who:
wish to move to the Borough initially then in the North West London sub region and the London Borough of Ealing (the Borough) administrative area or purchasers who Agreement provided that they give priority to prospective purchasers living within L&Q can market the units for themselves as they see fit free from the terms of this reasonably) is satisfied that L&Q carried out a satisfactory marketing campaign then they have carried out a reasonably good marketing campaign. If the Council (acting reservations(s) for any remaining units, L&Q must demonstrate to the Council that

4.1 L&Q shall select Nominees for the purchase Shared Ownership Units applicants from within the priority groups selected by reference to the Minimum Selection Criteria and the Accommodation Suitability Criteria set out in Schedule 1 hereto

4. .
L&Q shall ensure that potential purchasers of the units and Nominees are informed that data and information relating to them will be passed to the Council for the purposes of this Agreement and used only for the purposes of this Agreement

SELECTION OF NOMINEES

5. NOMINATIION LISTS

Throughout the course of construction of the Units and the marketing of the Units for sale, L&Q and the Council shall respectively observe and comply with the procedures and requirements set out in Schedule 2 hereto relating to the approval of nominees by the Council.

6. MONITORING

L&Q shall provide to the Council on a monthly basis such information relating to applicants as may be reasonably required by the Council for the purposes of monitoring to include:

- Previous tenure
- Savings
- Income
- Ethnic background

7.1 The Council is entitled to nominate persons for a Resale and nomination shall follow the same marketing process and procedures as for initial sales

7.2 If

7.2.1 L&Q is not satisfied that the nominee meets the requirements in the Clause

7.1 or

8.1.2

any mortgagee or chargee of any person to whom L&Q grants a Shared Ownership Lease or any manager or administrator receiving title through any receiver manager or administrative receiver appointed by such mortgagee apply and bind any such Unit disposed of by such mortgagee charged appointed by the mortgagee or chargee and this Agreement shall cease to Ownership Lease or any receiver or manager or administrator receiving

(whether directly or indirectly); or

successor in title to any such person or any person deriving title thereforefrom any person to whom L&Q grants a Shared Ownership Lease or any

8. EXCLUSIONS

Nominee

Resales in the relevant twelve month period and whether or not the Resale was to a Agreements) L&Q will send the Council a schedule setting out details of all completed At the end of every twelve month period (commencing with the date of this

but in accordance with Clause 4.2

then in any such case L&Q will be free to allocate the Resale Unit as it shall decide

receiving notice of the sale from L&Q

7.2.4 the nominee fails to complete on the acquisition of the Unit within 8 weeks of

7.2.3 the nominee rejects the offer of the Unit or

7.2.2 the Council fails to nominate as set out in Clause 7.1 or

UNLAWFUL DISCRIMINATION

This Agreement shall expire on the twentieth anniversary of the date the last Unit is allocated for sale under a Shared Ownership Lease by L&Q

9.

TERM OF AGREEMENT

- therafore cease to apply to and bind the relevant Unit or Units so disposed of with the relevant Unit or Units free from the provisions of this Agreement which shall therefore (directly or indirectly) shall be entitled to sell let charge or otherwise deal manager or administrative receiver or successor in title or persons deriving title mortgagee or chargee with the intent that such mortgagee chargee receiver chargee or receiver (or manager or administrative receiver) appointed by such a successor in title to or derives title through or under any such mortgagee or receiver) appointed by such mortgagee or chargee over the same or a person who is exercising a power of sale or upon any receiver (or manager or administrative of L&Q in respect of the Property or any part and or the Units or any of them when cease to apply to and bind such Unit so acquired;
- Unit or acquires 100% of the equity in such Unit and this Agreement shall a new lease pursuant to the terms of a Shared Ownership Lease of such granted or has transferred to such a person either a reversionary interest or 8.1.3 any person whom by virtue of the terms of a Shared Ownership Lease is aforsaid (whether directly or indirectly);
- such mortgagee chargee receiver manager or administrative receiver as

In the case of dispute or difference on any matter under this Agreement or as to the construction of this Agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement nominated by the President for the time being of the Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force

11. DISPUTE RESOLUTION

10.1 L&Q shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment of that Act and all sub-contractors employed in the performance of this Agreement do not unlawfully discriminate as set out in clause 10.1

10.1 L&Q shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment of that Act

priority order

1.2 Council's criteria, subject always to the requirements of the HCA, to determine

- order or threat of a compulsory purchase order promoted by the Council justify it or the applicant's existing home is subject to a compulsory purchase applicant with such an equity shall be considered if the social circumstances retain a substantial equity from a previous home ownership provided that a new household SUBJECT TO THE PRESUMPTION that the applicant does not first time or if the applicant is a previous home owner, he or she is forming a household is purchasing an equitable interest in residential property for the

- interest in the unit proposed to be purchased; and
- The applicant's income or financial situation should be appropriate for the

1.1 MINIMUM SELECTION CRITERIA

Nominations Procedure

SCHEDULE 1

affixed the day and year first before written

IN WITNESS whereof I.Q and the Council have caused their Common Seal to be hereunto

No provisions of this Agreement shall be construed as creating any rights extent permitted by law by the Contracts (Rights of Third Parties) Act 1999 and all third party rights as may be implied by law or deemed to be enforceable 1999 enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- NOMINATION LIST PROCEDURE**
- SCHEDULE 2**
1. Practical Completion containing the following information:
- 1.1 The date of anticipated Practical Completion of the Units
- 1.2 The estimated open market value of the Units based on current ARICS
- 1.3 Confirmation that the affordable income levels required are within the GLA's
Affordable housing planning policy levels.
2. Following receipt of the notice in paragraph 1 as above L&Q shall confirm the open market value of the Units and income levels required for the purchase.
- Comment [E2]: This
council needs to
state so.**

- Note – key workers only get a priority if it is a scheme specifically approved for key workers
- iii) Home seekers – in date order of how long they have been on the housing register subject to minimum share sales available
- ii) Social housing tenants
- i) Where appropriate residents transferred from properties subject to regeneration schemes (decants)

3. Prior to the commencement of marketing of the Units L&Q will provide the Housing Options Manager (HOM) with copies of their promotional marketing information and ask the HOM for a list of suitable purchasers from the Housing Register / HomeBuy Agent (currently First Steps) or any similar agent that may be approved by the HCA
4. The Council shall provide such a list at paragraph 3 within 1 week of the request
5. Upon receipt of the mailing list from the Council L&Q will update their list of proposed purchasers for the Units and send it to HOM. The list will be updated by L&Q daily weekly or monthly as shall be appropriate to demand
1. The list to comprise details of each proposed purchaser's:
- Name
 - Address
 - Confirmation that they are purchasing an equitable interest in a residential property for the first time or if they are forming a new household they do not have substantial equity from their previous household
 - Council confirmation that an existing owner has a priority housing need home
 - for alternative accommodation
 - Unit to be purchased, equity share and price
 - Detail of present tenure
 - Size and type of home to be vacated. (Public sector tenants only)
2. Within 5 Days of receipt, the HOM will confirm in writing the Council's acceptance or refusal, as the case may be, of each proposed purchaser as a Nominee. If the Council shall not respond within 7 Days it will be deemed a Council's acceptance.

3. On receipt of notification of the Council's acceptance of a purchaser (or the Council's deemed acceptance taking effect) L&Q may offer the Nominee their chosen Unit. At this stage, if the Nominee is currently occupying Council accommodation, L&Q will inform the Nominee in writing that he or she must contact the Council immediately to discuss his/her intended vacation of existing accommodation.
4. L&Q will keep the HOM informed of the progress of the sale and L&Q will send a formal allocation sheet to HOM for approval before the exchange of contracts of the Unit.
5. On receipt of formal allocation sheet (if the property being vacated is a Council property) then HOM will:
- (a) ensure that the outgoing tenant has completed all the required documentation to vacate his or her Council home including the giving of four weeks' notice of termination of tenancy; and
 - (b) check that the rent is up to date;
6. L&Q will on exchange of contracts, inform the HOM forthwith in writing with the details of the estimated and confirmed completion date and the date of vacation of the existing accommodation.
7. Should the Unit vacated be in the ownership of the Council or L&Q the HOM will:
- 7.1 for a Council property ensure that the relevant area housing office is informed of the completion date and the proposed date of vacation of the Unit
 - 7.2 for Unit owned by L&Q update their nominations records

Authorised Signatory

Authorised Signatory

Executed as a Deed by affixing)
THE COMMON SEAL OF LONDON & QUADRANT)
HOUSING TRUST)
in the presence of)

Authorised Officer

The COMMON SEAL of)
THE COUNCIL OF THE)
LONDON BOROUGH OF EALING)
is hereunto affixed in the presence of:)
)

- resident or employed and their gross annual household income
details of the units allocated to them including whether the purchaser is a
Completion, L&Q will send the HOM a summary list of all applicants and
8. On completion of the sale of the last of the units following Practical

REGISTER

Register

7.3 arrange for the Nominees name to be removed from the Housing

W5 2HL
Ealing
14/16 Uxbridge Road
Perceval House
London Borough of Ealing
Legal Services

ACTON LONDON W3 8TL
SOUTH ACTONESTATE PHASE 2

relating to properties on land at

SHARED OWNERSHIP
NOMINATIONS AGREEMENT

LONDON BOROUGH OF EALING
THE COUNCIL OF THE

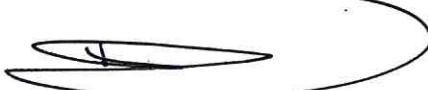
- and -

L&Q HOUSING GROUP LIMITED

Dated

2013

L+Q X
 LSC X



EXECUTED AS A DEED BY
 ACTION GARDENS LLP
 Acting by two members

Designation

Ward - 4(a)(c)

Name

S. Rama Rao

Signature



The Authorised Officer

In the presence of -

by causing its common seal to be affixed

EXECUTED AS A DEED by the Council

