

LONDON BOROUGH OF HARROW

- and -

[Registered Provider's Name]

NOMINATION DEED

Relating to freehold land known as

[property address]

HB PUBLIC LAW
PO Box 2
Civic Centre
Harrow
HA1 2UH

Ref: []

THIS DEED is made the _____ day of _____ Two thousand
and [year] BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
HARROW of PO Box 2 Civic Centre Station Road Harrow HA1 2UH ("the Council") of the one
part and [RSL's name] of [RSL's registered address] (Industrial and Provident Societies
Registration Number [registration number]) ("the Association") of the other part

WHEREAS:

1. The Association is a registered social landlord within the meaning of and is registered in accordance with the provisions of the Part I of the Housing Act 1996
2. The Association has agreed with the Council to enter into this Deed and to grant to the Council certain nomination rights in respect of the Property or relevant parts thereof
3. This Agreement is made pursuant to section 16 of the Greater London Council (General Powers) Act 1974

INTERPRETATION

- 1 The expressions set out in the first column of Part 1 of the First Schedule hereto shall have the meanings assigned to them in the second column.
- 2 A “person” includes a corporate or unincorporated body.
- 3 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment extension application replacement or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 4 A reference to laws in general is to all local national and directly applicable supra-national laws in force for the time being taking account of any amendment extension application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders notices codes of practice and guidance made under them.

- 5 References to a party are references to a party to this Deed including that party's successors in title (including but not limited to any statutory successor of the Council) and assigns or transferees permitted in accordance with the terms of this Deed
- 6 Except where a contrary intention appears a reference to a clause or Schedule is a reference to a clause of or Schedule to this Deed.
- 7 Clause and Schedule headings do not affect the interpretation of this Deed.
- 8 Except where specifically stated "**writing**" or "**written**" does not include e-mail or fax.
- 9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

NOW THIS DEED WITNESSETH and it is hereby agreed as follows:

The Rented Housing Units

1. The Association will (subject to the provisions hereof) on and from the Date of Completion let the Rented Housing Units which are subject to nomination rights as set out in clause 2 to persons nominated by the Council under the Housing Acts in accordance with the objects of the Association
 2. During the Nomination Period the Council will have the right to nominate tenants to:
 - (a) not less than 100% of the Initial Lettings of the Rented Housing Units and thereafter; and
 - (b) 75% of True Voids out of every 8 True Voids of the Rented Housing Units following the allocation and lettings procedures in accordance with the Locata choice based lettings scheme (details of which are annexed to this document at **Appendix 1**) or any other lettings procedure agreed between the Council and the Association from time to time PROVIDED THAT in the absence of any such procedure the following terms shall apply
- 2.1 Subject to the provisions of Clause 16 of this Deed, if a Rented Housing Unit subject to the nomination rights referred to in clause 2 becomes or is about to become available for occupation (whether following practical completion or the surrender of an existing Tenancy or for any other reason) the Association may at

any time give the Council written notice thereof (in the form annexed to this document at **Appendix 2**) and shall in any event use its reasonable endeavours to give such notice in the case of an Initial Letting of a Rented Housing Unit not later than six weeks prior to the Date of Completion and in all other cases not later than five Working Days after the Rented Housing Unit becomes available for occupation

- 2.2 Within seven Working Days of the receipt of the foregoing notice the Council shall use its reasonable endeavours to furnish the Association with the name of a Rented Housing Nominee as appropriate
- 2.3 Within ten Working Days of the receipt of the name of a Rented Housing Nominee who is reasonably acceptable to the Association the Association shall either grant a Tenancy of the Rented Housing Unit or agree with the Council to grant such a Tenancy to the Rented Housing Nominee or shall notify the Council in writing that the Rented Housing Nominee is not willing to take a Tenancy of the Rented Housing Unit
- 2.4 Within five Working Days of the receipt of notification that the Rented Housing Nominee is not willing to take a Tenancy of the Rented Housing Unit in accordance with sub-clause 2.3 above the Council shall furnish the Association with the names of further Rented Housing Nominees and thereupon the provisions of the said sub-clause 2.3 shall operate in relation to each further Rented Housing Nominee PROVIDED THAT in the event that three or more of the Council's Rented Housing Nominees refuse the offer of a Tenancy or the nominations are otherwise withdrawn by the Council the Association may offer the Tenancy to one of the Association's Rented Housing Nominees

The Intermediate Housing Units

- 3 3.1 The Association will not sell or (as the case may be) let any Intermediate Housing

Unit until the Council has approved in writing the particular type of Intermediate Housing tenure that the Association intends to apply to that Intermediate Housing Unit

3.2 The Association will (subject to the provisions hereof) on and from the Date of Completion sell or (as the case may be) let the Intermediate Housing Units which are subject to the nomination rights as set out in clause 4 hereof on Intermediate Housing Leases to persons nominated by the Council under the Housing Acts in accordance with the objects of the Association provided that the Association acting reasonably is satisfied that at the time that the offer of the Intermediate Housing Unit is made to an Intermediate Nominee that the Intermediate Nominee can afford to sustain the cost of the occupation of the Intermediate Housing Unit but cannot afford to buy a property outright

4. Notwithstanding the provisions of this deed, during the Nomination Period the Council shall have the right to nominate Intermediate Nominees to:

- (i) 100% of the Initial Lettings of the Intermediate Housing Units and thereafter
- (ii) 100% of the Resales

such right to be exercised by the Council in accordance with the LCHO Register allocation procedure set out in clause 5 or any other allocation and lettings procedure agreed in writing between the Council and the Association from time to time such agreement not to be unreasonably withheld or delayed PROVIDED THAT in the absence of any such procedure the following terms shall apply:

4.1 In respect of the Initial Lettings of the Intermediate Housing Units

4.1.1 the Association shall serve an Advice Notice on the Council on or before the earlier of:

- (i) the date six months before the Date of Completion
- (ii) the date six weeks before the show home for the scheme of Intermediate Housing at the Property is open for Viewing

4.1.2 The Council shall provide an Applicant List to the Association within 10 working days of the date of service of the Advice Notice PROVIDED that

in the event that the Council notifies the Association that it does not wish to exercise its nomination rights under this clause 4 or that there are no applicants currently known to the Council then the Association will be free to sell or let the Intermediate Housing Units to applicants on the First Steps government programme or other similar government authorised low cost home ownership initiative in force at the time or applicants on one or more alternative lists drawn up by the Association Provided That applicants are prioritised according to the Council's priority groups in clause 5.1.c. and approved in writing by the Council prior to a formal offer being made.

- 4.1.3 The Association will prioritise the marketing of the Intermediate Housing Units to all eligible applicants on the Council's Applicant List in addition to its normal marketing procedures
- 4.1.4 As soon as reasonably practicable after the first Viewing or the last Viewing (if there is more than one Viewing) (and not later than 10 working days before any Assignment Nomination Period pursuant to the Intermediate Lease expires) the Association shall provide to the Council for written approval a list of all applicants who have attended the Viewing and who wish to proceed to purchase or rent the Intermediate Housing Units and who are reasonably acceptable to the Association
- 4.1.5 The Association will list the applicants identified in clause 4.1.4 in priority order according to the Council's priority policy set out in clause 5.1(c) and following the Council's written approval of the priority order list the Association will offer the Intermediate Housing units to applicants in the approved order of priority
- 4.1.6 The procedure in sub-clauses 4.1.2 to 4.1.5 will be repeated as often as necessary until the last Intermediate Housing Unit is let or sold. If after a period of 3 months of marketing any of the Intermediate Housing Units remain unlet or unsold the Association may market the Intermediate Housing Units to applicants from outside the London Borough of Harrow area at the relevant London Plan income threshold as defined and updated

annually in the London Plan Annual Monitoring Report which is current at the date of marketing, Provided that the Association shall (i) continue to market the Intermediate Housing Units within the London Borough of Harrow area and (ii) give priority to applicants living or working in the London Borough of Harrow to let or purchase the Intermediate Housing Units.

4.2 Subject to the provisions of clause 16 of this Deed, in respect of Re-sales of any Intermediate Housing Unit:-

4.2.1 The Association will serve an Advice Notice on the Council within 5 working days of the leaseholder of an Intermediate Housing Unit approaching the Association to nominate an Assignee

4.2.2 The Association and the Council shall then follow the process described in clauses 4.1.2 – 4.1.6

4.3 The Association will keep the Council fully informed of the Intermediate Leases granted, all assignments of Intermediate Leases to include the full names of all new tenants, assignees and the assignors at the end of each calendar month throughout the marketing period for the Intermediate Housing Units using the Sales and Lettings Monitoring Sheet (appendix 4) such marketing period to commence when the marketing commences until agreements are exchanged for the grant of an Intermediate Lease on the last Intermediate Housing Unit at the Property

Low Cost Home Ownership (LCHO) Register

5. The Association will use the LCHO Register as:

- a) a method of advertising all available Intermediate Housing Units including resales and Intermediate Housing products in Harrow
- b) a source of lists of eligible applicants for Intermediate Housing Units and Intermediate Housing products in Harrow

5.1 The Association will apply the following procedure to the Initial Lettings and any Resales of an Intermediate Housing Unit

- a) On commencement of marketing for the first Intermediate Housing Unit the Association will load or arrange for the council to load marketing material for the Intermediate Housing Unit onto the 'Schemes Available' page of the LCHO Register
- b) The Association will run a report against the applicant database or request a report from the Council and market the Intermediate Housing Unit to applicants on the list and the report should be periodically refreshed with the details of new applicants so that further marketing can be carried out
- c) All short listed applicants for the Intermediate Housing Units should be prioritised by the Association according to the Council's current policy as follows;

Priority 1 Existing Council or housing association tenants in Harrow

Priority 2 Active MOD staff

Priority 3 Those in high priority need on the Council's Housing Register

Priority 4 Key Workers (preference to be given to those living or working in Harrow)

Priority 5 Any person living or working in Harrow

Priority 6 All others

or according to such other reasonable priority policy or such other policy that may exist as the Council shall from time to time notify to the Association in writing

- d) The Council must approve in writing the prioritised shortlist for proposed nominations to the Intermediate Housing Unit before a formal offer is made to any applicant. Approval will normally be given within 5 working days of receipt of a shortlist approval request provided that all prioritisation information is supplied by the Association or is available from the LCHO Register for each applicant on the shortlist

e) The Association will provide regular monthly sales or lettings updates to the Council on the Sales and Lettings Monitoring Sheet (Appendix 4)

5.2 The Association is expected and encouraged to carry out other marketing initiatives in conjunction with the use of the LCHO Register

5.3 The Association will advise any applicants for Intermediate Housing Units or products who have not been sourced from the LCHO Register to register before a formal offer is made

5.4 The Association will follow its standard procedures to verify applicant details (including an applicant's Locata banding where relevant) and the Council will not verify the details

5.5 If after a reasonable period of time any Intermediate Housing Unit remains unlet or unsold the Association shall provide to the Council evidence that sufficient marketing to applicants from within Harrow has been undertaken and seek approval from the Council to market the units to applicants from outside Harrow (such approval not to be unreasonably delayed or withheld)

6. The Council is subject to the provisions of the Data Protection Act 1998 (the 'Act') and any subordinate legislation made under this Act from time to time together with any guidance or codes of practice issued by the Information Commissioner or such other individual, body or organisation which may from time to time replace the Information Commissioner

6.1 The Association shall take all necessary precautions to ensure that all confidential information obtained from the Council under or in connection with this Agreement is treated as confidential and not disclosed (without prior written consent of the Council) or used by its employees, servants, agents, professional advisors and consultants otherwise than for the purposes of this Agreement

6.2 The Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Association will assist and co-operate with the Council in carrying out its obligations under that legislation

6.3 The Council may terminate this deed and recover all its loss if the Association, its employees or anyone acting on the Association's behalf do any of the following things:

- (a) Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Association does not know what has been done); or
- (b) Commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972; or
- (c) Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members contractors or employees

Any clause limiting the Association's liability shall not apply to this clause

- 7. IT IS HEREBY AGREED AND DECLARED that this Agreement is made pursuant to section 16 of the Greater London Council (General Powers) Act 1974
- 8. The Association will provide the following quarterly on the 1st January 1st April 1st July and 1st October (or such alternative dates as are agreed between the parties) in each year;
 - a) a summary of sales for the Intermediate Housing Units and the Association's other properties within Harrow
and
 - b) a summary of lettings to the Rented Housing Units
- 9. If the Association proposes to grant a tenancy to a Rented Housing Nominee which is not in the form of the Tenancy it shall not do so unless the Council first agree in writing (such agreement not to be unreasonably withheld or delayed) to the Rented Housing Nominee being granted an assured shorthold tenancy or some other appropriate form of occupational agreement

10. In the event of any dispute arising between the parties which shall remain unresolved after the expiry of 28 days the matter may be referred by either party to the President of the Chartered Institute of Housing who shall appoint an arbitrator the arbitrator shall settle the dispute and the arbitrator's decision in relation to the dispute and the arbitrator's costs shall be binding on both parties
11. It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Deed is not intended to and does not give rights to any third parties to enforce any provisions contained in it
12. For the avoidance of doubt the nomination rights contained herein shall cease to apply to the whole or any Intermediate Housing Units or Rented Housing Units where the Association shall be required to
 - (i) dispose of any Housing Units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or
 - (ii) sell a final tranche of equity to a tenant pursuant to the terms of any Intermediate Lease granted in respect of any part or
 - (iii) sell to a tenant with the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 or any similar provisions in any subsequent legislation
13. In the event that the Association shall be required to dispose of the Intermediate Housing Units or Rented Housing Units or any part thereof in any of the circumstances referred to in clause 12 the Association shall apply the net proceeds from the sale towards the purchase of another property in Harrow if permitted by GLA funding conditions to which this Deed shall apply
14. If the net proceeds of sale are insufficient to purchase another property under clause 13 above these proceeds shall be paid into an interest yielding account until enough money accumulates or additional funding is secured to enable the purchase of another property in Harrow to which this Deed shall apply
15. A notice for the purposes of this Deed shall be deemed to have been sufficiently served if sent in the case of the Association to their registered office address for the time being and in the case of the Council to its Director of Property Services or such other person or

other officer who may from time to time hold the position equivalent to the Director of Property Services

16.1.1 The Obligations contained in this Deed shall not be binding on a mortgagee or chargee lending money to the Association on the security of the Property or any part or unit thereof or any receiver appointed by such mortgagee or chargee or any person deriving title from or by the mortgagee or chargee or receiver or through such mortgagee or chargee or receiver as an arm's length transaction with normal commercial terms Provided that any chargee or receiver claiming protection granted by this clause must:

- (i) give written confirmation and provide evidence to the Council of a default by the Association of any obligation under the terms of its mortgage or charge as soon as reasonably practicable after any notice is served on the Association;
- (ii) give at least three months prior written notice to the Council of its intention to exercise its statutory powers of sale (**'the Notice'**);
- (iii) give the Council the option to purchase the Property from the chargee or receiver or alternatively nominate another Registered Provider (as defined in the Housing Act 1996 (**"Registered Provider"**)) to purchase the Property for a period commencing on the date Council received the Notice from the chargee or receiver and ending three months after the date of receipt (**'the Moratorium Period'**);
- (iv) cooperate in good faith with the arrangements made by the Council pursuant to sub-clause 16.1.1 (iii) and use reasonable endeavours to complete such transfer by the end of the Moratorium Period.

16.1.2 If such a disposal has not yet completed within the Moratorium Period the chargee or receiver may dispose of the Property free from the obligations and restrictions contained in this Deed.

16.1.3 The price payable by the Council (or its nominated Registered Provider) for the Property pursuant to sub-clause sub-clause 16.1.1 (iii) shall be a consideration representing the best price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the Property contained in this Deed.

16.1.4 The Council (or its nominated Registered Provider) and the chargee or receiver shall use reasonable endeavours to agree the purchase price for the Property but in the event of failure to agree the purchase price the matter shall be determined by an independent surveyor having at least 10 years' experience in the valuation of affordable /social housing within the London area and will be appointed by agreement between the parties, or failing such agreement upon application by either party by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the Property by this Deed;

16.2 The Obligations contained in this Deed shall not be binding:

16.2.1 in respect of any Rented Housing Unit where an occupant has exercised a statutory right under the Housing Act 1996 or any future statutory right that may arise to acquire the whole of the freehold or the whole of the leasehold of a Rented Housing Unit;

16.2.2 in respect of any Intermediate Housing Unit which is an Exempt Unit; or

16.2.3 in respect of an assignment of an Intermediate Housing Unit which is an Exempt Assignment.

17. 17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

THE FIRST SCHEDULE

PART I

Advice Notice	a notice given in writing by the Association to the Council notifying the Council of the eligibility criteria of the relevant Intermediate Housing scheme and requesting the Council to supply an Applicant List for the Intermediate Housing Units
Affordable Rent Model	means a social housing model whereby a Registered Provider who has agreed a delivery programme for such a model with the GLA Housing Land Directorate can offer social housing to tenants at rents of up to 80% of local market rents in accordance with the GLA framework agreement 2015-18 agreed between the council and the GLA and any relevant guidance published by the GLA Housing Land Directorate (or any such successor social housing model approved by the Greater London Authority/GLA Housing Land Directorate and agreed by the Council)
Applicant List	a list of applicants for Intermediate Housing given by the Council to the Association [the form of the list to be agreed between the parties (such agreement not to be unreasonably withheld or delayed)]
Assignee	means an assignee of the leaseholder of an Intermediate Lease to which this deed applies

Date of Completion

the date on which the Intermediate Housing Units and Rented Housing Units are practically completed ready for occupation

Exempt Assignment

means an assignment pursuant to the terms of a Intermediate Lease:

- (a) where the assignment is by operation of law and the leaseholder is not obliged to notify the Association to nominate an Assignee; or
- (b) where the leaseholder may notify the Association to nominate an Assignee but elects not to do so

Exempt Unit

means each or any Intermediate Housing Unit:

- (a) subject to a Shared Ownership Lease that where the leaseholder has staircased their ownership to 100%; or
- (b) whereby the Intermediate Housing Unit is a house and the freehold of the Intermediate Housing Unit has been transferred to the leaseholder pursuant to the Shared Ownership Lease

And for the avoidance of doubt, an Exempt Unit shall remain an Exempt Unit until such time as an Exempt Unit reverts to the ownership and control of the Association and is again available to be let under a Intermediate Lease

First Steps	the official intermediate housing programme from the Mayor of London helping low and modest income Londoners to buy or rent at a price they can afford
Harrow	the London Borough of Harrow as it is geographically defined
Housing Acts	the Housing Act 1985 and the Housing Act 1996 or any statutory re-enactment or modification thereof and all powers thereto enabling in connection therewith
GLA Funding Conditions	any terms and conditions applying to funding secured from the Greater London Authority (GLA)
Initial Lettings	the first lettings or (as the case may be) sales of the Intermediate Housing Units or Rented Housing Units
Intermediate Housing	<p>sub-market housing (other than social or affordable rented housing) which is above target rents but is substantially below open market levels and is affordable by households on low or moderate incomes living or working in Harrow whose incomes are not sufficient to allow them to rent or buy property on the open market and that provides for either:</p> <p>(a) a shared ownership lease (or its replacement) whereby the leaseholder purchases an initial percentage share of the market value of a home and from time to time purchases an additional percentage</p>

share up to a maximum of 100% ("Shared Ownership Lease"); or

- (b) an assured shorthold tenancy (or its replacement) to be granted under a scheme of intermediate rental at no more than 80% of the market value of the let premises; or
- (c) A period of intermediate rental on similar terms to (b) followed by the grant of a shared ownership lease on similar terms to (a)
- (d) Any other intermediate tenure supported by the Greater London Authority (or its successor body) and approved in writing by the Council

Intermediate Housing Unit

any of the [number] x [number] bed [number] person (flats) and [number] x [number] bed [number] person (flats) housing units being a total of [number] units at the Property allocated by the Association to be available to be purchased or let by an Intermediate Nominee on an Intermediate Lease in accordance with a scheme of Intermediate Housing

Intermediate Lease

a lease or tenancy granted under a scheme of Intermediate Housing

Intermediate Nominee

a person requiring housing accommodation of a nature similar to that afforded by a vacant Intermediate Housing Unit and who is allocated housing accommodation in accordance with the provisions of the Housing Acts

Key Worker

a person requiring housing accommodation whose retention in employment is required to provide services deemed vital to the local and

wider London economy and the maintenance of essential services where there is evidence of staffing recruitment and retention problems. A key worker is a person on a low or moderate income that is insufficient to allow them to access open market housing either for rent or sale and includes those employed in the public sector such as teachers health workers and social workers and other low paid workers such as bus drivers

LCHO Register

the low cost home ownership register for Harrow being a web based register operated by the Council and available to the public on the Council's website; containing information on all available properties and low cost home ownership products as well as an online registration form

London Plan

The statutory spatial development strategy for Greater London prepared by the Mayor of London in accordance with the Greater London Authority Act 1999 (as amended)

London Plan Annual Monitoring Report

The annual report prepared by the Mayor of London in accordance with the Greater London Authority Act 1999 (as amended)

Assignment Nomination Period

means the length of time in which the Association is permitted to nominate under the terms of the Intermediate Lease which shall be no less than 8 weeks unless otherwise specified by the Homes and Community Agency, the

Greater London Authority or such other statutory body

Nomination Period

the period of sixty years from the date hereof
PROVIDED THAT at any time after the first ten years of the said period the parties may agree to substitute for the said period such other period as may appear desirable

Plan

the plan annexed to this deed

Property

the freehold land as contained and described in HM Land Registry Title Number [] more particularly known as [property name and address] and for indicative purposes only shown edged red on the plan annexed to this document at **Appendix 3**

Rented Housing Nominee

a person requiring housing accommodation of a nature similar to that offered by a vacant Rented Housing Unit and who is allocated housing accommodation in accordance with the provisions of the Housing Acts

Rented Housing Unit

any of the [number] x [number] bed [number] person (flats) and [number] x [number] bed [number] person (flats) rented housing units being a total of [number] units at the Property (the Rented Housing Units) which are to be made available to tenants on the Affordable Rent model

Resale

(a) an Intermediate Housing Unit which is repurchased by the Association or otherwise becomes vacant following the expiry determination or surrender of an Intermediate Lease and / or

(b) an assignment of an Intermediate Lease by a leaseholder of the Intermediate Housing Unit but shall not include the assignment of an Intermediate Lease where the Intermediate Housing Unit is an Exempt Unit or the assignment of an Intermediate Lease is an Exempt Assignment

Sales and Lettings Monitoring Sheet

an excel spreadsheet to be completed by the Association and returned to the Council on a monthly basis listing all sold or let Intermediate Housing Units and providing details of the purchasers or tenants in the form annexed to this document at **Appendix 4**

Tenancy

means an assured (non-shorthold) tenancy in the Association's standard form

True Void

a vacancy created by a void defined in Part II of this Schedule but excluding one therein defined under the heading "Definition of a Non-True Void"

Viewing

a single viewing or if necessary a series of Viewings of the relevant Intermediate Housing Unit for an Intermediate Nominee

Working Day

a day in which clearing banks in the City of London are open during banking hours (except Saturdays Sundays and Public Holidays)

PART II

1. Voids within new build/newly rehabilitated schemes or newly acquired properties
2. Voids created through tenant transfer to another borough or a district Council where no reciprocal arrangements exist
3. Voids created through tenant moves to other landlords property where no reciprocal arrangement exist
4. Voids created by the death of a tenant where there is no statutory right to succession
5. Voids created by tenants buying their own property in the private sector
6. Voids created by eviction or abandonment of property
7. Voids created by a permanent decant returning to former home

Definition of a Non-True Void

1. Voids created by a temporary decant moving to a temporary home
2. Voids created through tenant transfer within the Association stock
3. Voids created through rehousing via the Housing Association "HOMES" Scheme
4. Voids created through tenant transfer to another borough or district where reciprocal arrangements exist
5. Voids created through tenant moves to other landlord's property where reciprocal arrangements exist

IN WITNESS whereof the Council and the Association have caused their respective Common
Seals to be hereunto affixed the day and year first before written

EXECUTED as a DEED by affixing the)
COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF HARROW)
in the presence of:-)

AUTHORISED OFFICER:

THE COMMON SEAL of)
[RP's name] was hereunto affixed in the)
presence of:-)

AUTHORISED SIGNATORY:

AUTHORISED SIGNATORY:

APPENDIX 1

Locata Choice Based Lettings Scheme

APPENDIX 2

Form of Notice

APPENDIX 3

Plan of the Property

APPENDIX 4

Sales and Lettings Monitoring Sheet