

DATED _____ 202

(xxxxxx RP NAME)

TO

WELWYN HATFIELD BOROUGH COUNCIL

SHARED OWNERSHIP NOMINATION
AGREEMENT

Relating to Affordable Housing on the Land
at (xxxxx Site Location and Address

Hertfordshire)

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“the Local Priorities” defines the individual circumstances required to qualify for nomination as detailed in Appendix 2

“Nominee” means a person referred by the Help to Buy Agent

“Nomination Rights” means the right to nominate the leaseholder of a Shared Ownership Lease for a Property or an assignee there from

“the Properties” means the xxxxxxxx (insert unit type and mix) to be erected on the Land and “Property” means any one of such Properties

“the RP” means a registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008 and includes its successors in title to the freehold title of the Land

“Shared Ownership” means a property available for letting under a Shared Ownership Lease

“Shared Ownership Lease” means the Homes England model lease for shared ownership housing or such other shared ownership lease as shall have been approved by the Council (not to be unreasonably withheld or delayed)

“Void” means a Property which is available to the RP for the purposes of nominating a new leaseholder under a Shared Ownership Lease

“Welwyn Hatfield Housing Allocation Policy” means advertising properties (with details of eligibility) giving applicants the ability to choose where they want to live. Shortlisting is based on the applicant’s age, household size and make up, the applicant’s priority banding on the Housing Needs Register and the date the applicant was awarded a priority banding.

Words importing one (1) gender shall be construed as importing another gender

Words importing the singular shall be construed as importing the plural and vice versa

- 2 The RP agrees to grant to the Council the Nomination Rights contained in this Agreement

- 2.1 On completion of the Development the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of void properties thereafter
3. Whenever any Property becomes Void the RP will grant or procure the assignment of a Shared Ownership Lease of the Property to a person within the Criteria and subject to the terms of this Agreement, provided that the RP shall not be under an such an obligation in respect of a Property where the Shared Ownership Lease shall have been Fully Staircased.
4. Every Nomination made in accordance with this Agreement shall comply with Council's approved criteria for selection at the time of a nomination
5. The RP will notify the Help to Buy Agent when a Void arises to advertise the Property.
 - 5.1 The notice should include the following details:
 - 5.2 The estimated rent and service charges including any increases that are imminent
 - 5.3 The minimum share and estimated minimum cost of the Equity Share that is available for purchase
 - 5.4 Any special requirements such as minimum or maximum income levels
 - 5.5 The Help to Buy Agent contact details for notification are by email www.helptobuyeastandsoutheast.uk.com The Help to Buy Agent (or its successor service) will refer candidates in line with the service standards defined in the service level agreement entered into by the Help to Buy Agent with the Registered Provider (if any).
- 6.1 The RP shall:
 - market the Properties in accordance with the Local Priorities
 - comply with the procedures for identifying the purchasers or the Properties as set out in Appendix 2 which procedures may be

changed from time to time by agreement in writing between the parties hereto.

- Seek nominations from the Help to Buy Agent in addition to seeking purchasers through its own marketing.
7. The RP shall not be obliged to offer an Equity Share in a Property to a Nominee unless and until the RP has assessed such Nominee as being a suitable person financially able to meet the obligations of a leaseholder under a Shared Ownership Lease according to the usual criteria and status considerations adopted by the RP for assessment of a prospective shared ownership leaseholder under the Association's control ("the Qualifying Criteria" – a copy of which has been given to the Council) and the assessment of the RP (acting reasonably) shall be final and binding
 8. The RP will notify the Council as soon as possible after the Shared Ownership Lease has been completed
 9. The procedures set out in Clauses 6 to 9 inclusive shall be carried out in respect of each Property
 10. The RP will, on request, notify the Council in writing of the letting activities for the Properties annually each April using the Lettings Return form (Appendix 3)
 11. The terms of this Agreement are personal to the parties hereto and are not binding on:
 - 11.1 a mortgagee of the Property (including a security trustee or other charge);
 - 11.2 a receiver appointed by such mortgagee in exercising a power of sale;
 - 11.3 anyone deriving title through such a mortgagee or receiver;
 - 11.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;
 - 11.5 a tenant of the RP who has Fully Staircased its Shared Ownership Lease of the Property and his successors in title;
 12. The Council and the RP are committed to equal opportunities in access to housing regardless of race colour nationality ethnic origin or because of religion sex disability marital or employment status
 13. The ethnic origin of nominated households will be monitored by the RP

13.1 Where monitoring reveals that there could be discrimination the RP and Council will work together to take positive action to remedy this

14. This Agreement may be varied at any time by written agreement of both parties

15.1 As soon as either party becomes aware of any matter adversely affecting or threatening to affect the RP's performance of its obligations under this Agreement or they shall give notice to the other party. The parties shall meet within (5) working days from the date of such notification to discuss the problem unless the parties agree an alternative course of action.

15.2 The parties will endeavour to resolve any difference or dispute by direct negotiation in good faith between senior representatives of each party in the sequence below or their successors:

	Stage 1	Stage 2
Council	Head of Community and Housing Strategy	Housing Allocations Manager
RP	Contracts Manager	Managing Director

15.3 Any dispute which cannot be resolved in accordance with clause 15.2 may be referred by either party to an expert agreed between the parties or failing agreement appointed by the president for the time being of the Chartered Institute of Arbitrators. The expert shall act as an expert and not as an arbitrator. The costs of the expert shall be met in accordance with the expert's determination.

15.4 Both parties shall on request promptly supply to the expert all such assistance documents and information as the expert may require for the purpose of determination of the dispute

15.5 No party may commence any court proceedings in relation to any dispute in relation to this Agreement until they have followed the steps in clause 15.2 to 15.3 above save that nothing in this Clause 15 shall prevent either party from applying to the court at any time for injunctive or interim relief

16 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (

Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

WITH THE JOINT INTENTION that this Agreement be entered into as a Deed the Council and the RP have signed this Agreement on the date it was entered into

Appendix 1 Site Location Map

Appendix 2

Local Priorities

1. First time buyers with a Local Connection in the Borough and who would be eligible to be placed on the Council's Housing Needs Register
2. Existing shared owners with a Local Connection to the Borough who need to move and cannot afford to buy a suitable property on the open market and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy; or
3. Existing owners with a Local Connection to the Borough who need to move, but cannot afford to buy a suitable property on the open market, for example due to change in household or income details or relationship breakdown and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy.

Local Connection

A person who meets one of the following criteria:

- (a) permanently resident of the Borough for five years or more;
- (b) close relative (to include parent, sibling and/or adult child) who has lived in the Borough for more than ten years;
- (c) permanent employment in the Borough for at least 5 years and a minimum of 16 hours a week;
- (d) an exceptional reason (to be agreed for each case); or
- (e) Persons who are serving in the regular forces or have done so in the five years preceding their application do not have to fulfil our usual local connection criteria;

and in general, priority will be given to people in housing need whose family size broadly fits the size of home they wish to buy.

SHARED OWNERSHIP LETTINGS RETURN

APPENDIX 3

NAME OF HOUSING ASSOCIATION: _____

NAME OF CONTACT OFFICER: _____ **TELEPHONE:** _____

RETURN FOR 12 MONTH PERIOD ENDING: _____

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	Shared Ownership % Purchased	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	Shared Ownership % Purchased	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing
THE COMMON SEAL of
(Registered Provider name)
In the presence of:-

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of WELWYN
HATFIELD BOROUGH COUNCIL
was hereunto affixed in the
presence of:

Authorised Officer