

Schedule 11
Nomination Rights Deed



dated

2012

**The Mayor and Burgesses of the London Borough of Barnet
and
London & Quadrant Housing Trust**

Nomination Deed - Social Rented Homes
relating to the Dollis Valley Estate

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draft () dated []

trowers & hamlin

Nomination Deed

dated

Parties

- (1) **The Mayor and Burgesses of the London Borough Of Barnet** of North London Business Park, Oakleigh Road South, London N11 1NP (the **Council**);
- (2) **London & Quadrant Housing Trust** of One, Kings Hall Mews, London SE13 5JQ (the **RP**).

Agreed Terms

1 Definitions

The definitions applicable to this Deed are:

Affordable Housing Agreement means the affordable housing agreement dated [] entered into between the Partner and the RP for the sale and purchase of Social Rented Homes;

Authorised Disposal means either of:

- (i) a Disposal for which the consent of the TSA is not required pursuant to section 172 of the Housing and Regeneration Act 2008; and
- (ii) any Disposal made by a Mortgagee pursuant to its power of sale or other remedies under the terms of its mortgage or charge (and including a Disposal by a receiver or administrative receiver appointed by such Mortgagee) provided in all cases that the Mortgagee shall have first complied with the Mortgagee's Duty

Disposal means any transfer of the freehold of the Regeneration Site or any part thereof or any grant of a lease of the Regeneration Site or any part thereof;

Homes and Communities Agency or HCA means the Homes and Communities Agency of Central Business Exchange 11, 406-412 Midsummer Boulevard, Central Milton Keynes, MK9 2EA or its statutory successor;

Intermediate Homes has the meaning given to it in the Regeneration Agreement;

Mortgagee means any bank, building society, security trustee or other financial institution who from time to time has a mortgage or legal charge over the Regeneration Site or any part thereof to secure any monies from time to time owed by the RP

Mortgagee's Duty has the meaning given in clause 9

Nomination Deed Restriction means:

"No disposition of the registered estate (other than a mortgage or charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by London Borough of Barnet or by the solicitors acting for London Borough of Barnet that the provisions of clause 8.2 of a Nomination Deed for

Social Rented Homes dated [] and made between (1) The Mayor and Burgesses of the London Borough of Barnet and (2) [] have been complied with";

Nomination Period means sixty (60) years from the date of Practical Completion (as hereafter defined) of the relevant Social Rented Home;

Nomination Rights means the right of the Council to nominate Nominees to rent the Social Rented Homes in accordance with this Deed;

Nominee means a person nominated by the Council as requiring housing accommodation of a nature similar to that afforded by a vacant Social Rented Home;

Nominated Officer means such person as may from time to time be appointed by the Council to perform the functions under this Deed as the Council's agent and notified in writing to the RP from time to time;

Non-True Void means:

- (a) voids created by a temporary decant moving to a temporary home; and
- (b) voids created through tenant transfer within the RP's stock in the borough of Barnet where the outgoing tenant has not been nominated to another property by the Council,
- (c) voids created through a reciprocal rehousing agreement with another social landlord

Practical Completion means the date of issue of a certificate of practical completion in respect of a Social Rented Home issued in accordance with the building contract entered into between the RP and Countryside Properties (UK) Limited pursuant to the Affordable Housing Agreement to secure the construction of such Social Rented Home;

Regeneration has the meaning given to it in the Regeneration Agreement;

Regeneration Agreement means the agreement for the regeneration of Dollis Valley dated [] and entered into between the Council, the Partner and the RP;

Regeneration Site has the meaning given to it in the Regeneration Agreement;

Rent Scheme has the meaning given to it in the Regeneration Agreement;

Section 106 Agreement means an agreement made pursuant to section 106 of the Town and Country Planning Act 1990 and associated powers relating to the development of the land at Dollis Valley, Barnet, London dated [] and between (1) The Mayor and Burgesses of the London Borough of Barnet and (2) [];

Social Rented Home has the meaning given to it in the Regeneration Agreement;

True Void means:

- (a) voids within new build/newly rehabilitated schemes or newly acquired properties;

- (b) voids created through tenant transfer to another borough where no reciprocal arrangement exists;
- (c) voids created through tenant moves to other landlords where no reciprocal arrangement exists;
- (d) voids created by the death of a tenant where there is no right to succession whether under the terms of a tenancy agreement or under statute;
- (e) voids created by tenants buying their own property in the private sector or through any shared ownership or other Government sponsored initiative;
- (f) voids created by eviction or abandonment of property;
- (g) voids created by temporary decant moving to another home; and
- (h) voids created as a result of the Council's Homebuy and shared ownership schemes, any reciprocal HOMES type schemes or any schemes that replace such schemes,

but excludes any Non True Void;

Working Day means a day on which clearing banks in the City of London are (or would be but for strike lock-out or other stoppage affecting particular banks or banks generally) open during banking hours and "Working Days" shall be interpreted accordingly.

2 Interpretation

- 2.1 In this Deed where the context so requires or admits words importing the singular number shall include the plural number and vice versa and words importing any gender shall include masculine feminine or neuter genders.
- 2.2 The paragraph headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.3 When calculating percentages for the purposes of this Deed percentages equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall be rounded down.
- 2.4 Any term in this Deed not specifically defined herein shall have the meaning as set out in the Regeneration Agreement.
- 2.5 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.

3 Notices

Any notice required to be served hereunder shall be sufficiently served if sent by pre-paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting.

4 Disputes

In the case of dispute or difference on any matter under this Deed or as to construction of this Deed any such dispute or difference shall be referred to as a single arbitrator to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing 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. The costs of and incidental to such reference to arbitration will be borne by the parties in equal shares.

5 Variations

No amendment or variation to this Deed shall be effective unless it is in writing and signed by an authorised representative of both parties.

6 Nomination Rights

The Council shall be entitled to nominate Nominees to the Social Rented Homes in accordance with the provisions of this Deed to 100% of the lettings from the relevant date of Practical Completion until the last tenant being displaced as part of the Regeneration has been housed and thereafter to nominate prospective tenants to 100% of all Social Rented Homes subject to True Voids.

7 Council as Local Authority

Nothing contained or implied in this Deed shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and the same may be as fully and effectually exercised in relation to the Social Rented Homes as if this Deed had not been executed by it.

8 Nomination Deed Restriction

8.1 The RP shall procure that when the RP is registered as proprietor of any land acquired by the RP pursuant to the Regeneration Agreement or the Affordable Housing Agreement (whether freehold or leasehold), the RP shall apply for the Nomination Deed Restriction to be registered at the Land Registry against the registered title of such land and shall within five (5) Working Days of the registration of the Nomination Deed Restriction deliver to the Council official copies of the relevant registered titles.

8.2 The RP may not make a Disposal (other than an Authorised Disposal) without first procuring that any disponent is a registered social landlord or a private registered provider of social housing within the meaning given in the Housing and Regeneration Act 2008 or such other organisation in receipt of funding from the HCA as may be approved by the Council and that such disponent has entered into a nomination agreement with the Council in substantially the same form as this Deed ("New Nomination Deed").

8.3 Following a Disposal (other than an Authorised Disposal), the Council covenants that it shall within 14 days of written request and receipt of certified copies of the completed instrument of disposal and relevant New Nomination Deed provide a certificate in the form required pursuant to the Nomination Deed Restriction.

8.4 Following an Authorised Disposal, the Council covenants that it shall within 14 days of written request and receipt of certified copies of the completed instrument of disposal provide a certificate in the form required pursuant to the Nomination Deed Restriction or such other confirmation as the Land Registry may require in order to register such Authorised Disposal.

8.5 Upon or following expiry of the Nomination Period the RP shall be entitled to apply to the Land Registry for the removal of the Nomination Deed Restriction and the Council shall provide such co-operation and declaration necessary to remove the Nomination Deed Restriction.

9 Mortgagee's Duty

9.1 Any Disposal made by a Mortgagee shall not be an Authorised Disposal unless the Mortgagee shall have first complied with the provisions of clause 9.2 (the "Mortgagee's Duty").

9.2 The Mortgagee shall notify the Council in writing of its intention to exercise the power of sale under its mortgage or charge and shall first use its reasonable endeavours to make a Disposal in the exercise of such power of sale to a Registered Provider or at the Council's written election to the Homes and Communities Agency for a consideration which shall not be less than the monies outstanding apportioned to and secured on the relevant land under the mortgage or charge (the Council being entitled to nominate a Registered Provider or the Homes and Communities Agency for these purposes by service of notice in writing on the Mortgagee within two months of the Mortgagee notifying the Council in writing of its intention to exercise its power of sale) and shall allow such Registered Provider or the Homes and Communities Agency a period of 4 months from the date of the Council's notice under this clause to complete the Disposal

9.3 For the avoidance of doubt, if following the Mortgagee having given notice to the Council under clause 9.2, the Council either fails to give notice to the Mortgagee nominating a Registered Provider or the Homes and Communities Agency within the said period of two months specified in clause 9.2 or the Council having given such notice the nominated Registered Provider or the Homes and Communities Agency (as the case may be) fails to complete the Disposal within the said period of 4 months specified in clause 9.2 any Disposal made thereafter by the Mortgagee in exercise of its said power of sale shall be an Authorised Disposal.

9.4 Time shall be of the essence in respect of the periods of time specified in this clause 9.

10 Expiry of the Nomination Period

On the expiry of the Nomination Period this Deed shall continue to have effect with the necessary modifications to replace its provisions and incorporate the provisions of a locally agreed standard nomination agreement in existence at that time.

11 Entire Agreement

This Deed contains all the terms expressly agreed between the parties in respect of the exercise of the Nomination Rights.

The First Schedule

Disposal of Social Rent Dwellings

- 1 The RP will grant tenancies of the Social Rented Homes during the Nomination Period by the grant of assured tenancies at reasonable rents in accordance with the Rent Scheme and which will be no higher than the target rents published by the HCA for the year of the Practical Completion of the relevant Social Rented Homes (or such other reasonable terms for weekly or monthly tenancies as may be agreed between the RP and the Council following a change in the legislation governing such tenancies) but not otherwise and in respect of initial lettings of the Social Rented Homes the RP shall first comply with paragraph 2 of this Schedule and thereafter whenever a True Void arises shall comply with paragraph 3 of this Schedule (or such subsequent procedure as agreed between the Council and Barnet Housing Associations Liaison Group and notified to the RP).
- 2 **Initial Lettings**
 - 2.1 The Council shall be entitled to nominate Nominees for all first lettings and subsequent lettings of Social Rented Homes where there are housing residents displaced by the regeneration of the estate within the Regeneration Site needing to be accommodated in a Social Rented Home until the last housing resident being displaced as part of the regeneration of the estate has been re-housed.
 - 2.2 The RP shall notify the Nominated Officer in writing not less than six months before the date of Practical Completion of each Social Rented Home or (as the case may be) of a group of Social Rented Homes.
 - 2.3 The RP shall work with the Nominated Officer to select prospective Nominees displaced as a result of the Regeneration in accordance with the Master Programme to be incorporated into the Regeneration Agreement and the Council or their agent shall within forty (40) Working Days of a notification pursuant to paragraph 2.2 send a list to the RP (the "Nomination List") of all eligible Nominees. Such list shall also set out the interested Nominees in priority order.
 - 2.4 If the eligible Nominees have refused to accept the property, the RP shall notify the Council or their agent by e-mail. The Council or their agent shall within ten (10) Working Days send a second list to the RP (the "Nomination List") of further eligible Nominees.
- 3 **True Voids**
 - 3.1 When all the nominations under paragraph 2 have been completed and all the Social Rented Homes let, the Council shall be entitled to nominate Nominees in accordance with paragraph 2 whenever a True Void shall arise in a Social Rented Home until the expiry of the Nomination Period. When a True Void arises, the RP shall as soon as possible serve on the Nominated Officer a notice of vacancy or intended vacancy and the provisions of paragraph 2 shall have effect
 - 3.2 The RP shall notify as soon as possible the Nominated Officer of a vacancy in a Social Rented Home as soon as an available letting date is known to them.
 - 3.3 Nominations should be requested by the RP using the form attached as Appendix 1 (Nominations request form). The RP must provide all the necessary information in the

required format to enable the Council to prepare the entry for the property portfolio. A viewing date or estimated available for letting date should be provided. The RP should also provide a photograph of the outside of the Social Rented Home and where possible photographs of the interior and confirmation of room sizes.) Information should be provided regarding any unique selling points in order to make the void entry as informative as possible for applicants such as whether the dwelling is new build, has large rooms, its proximity to shops, transport and schools.

3.4 Following receipt of the True Void notification, the Council will on the following Working Day place the void into the property portfolio if sufficient information is supplied. If sufficient information is not supplied the Council will contact the RP by email by the following Working Day to itemise what more is required. Following receipt of the further information the Council will place the void into the property portfolio on the following working day.

3.5 A list will be sent to the RP by the Council no later than eight (8) Working Days after the property is placed in the property portfolio. One list of up to eight (8) Nominees will be provided in priority order. The Council reserves the right to add further names to a list up to two (2) Working Days before the viewing date and their priority will be notified to the RP by the Council.

4 Nomination Process

4.1 If the Council or their agent fails to nominate in accordance with paragraph 2 or 3, the RP shall give written notice of its intention to withdraw the Social Rented Home if a short list is not received within a further two (2) Working Days.

4.2 The RP shall as soon as practicable arrange viewing of the relevant Social Rented Home and will give the Council two (2) Working Days notice of that date. Where possible an officer of the Council will attend the viewing. The RP will then offer an assured tenancy to the Nominee with the highest priority and also inform the Council of other applicants wishing to accept the property.

4.3 The RP shall have the right on reasonable grounds to reject one or more Nominees. The RP shall first discuss and seek to agree its grounds for rejection with the Council or their agent and then within two weeks complete a result of nomination form stating the grounds for rejection.

4.4 The following circumstances may be acceptable reasons for the rejection of a nomination or eligible applicant by the RP:

- (a) the property is not suitable for the Nominee or a member of their household e.g. on grounds of age or disability;
- (b) there has been a change of circumstances, previously unknown to the Council, which makes the nomination unsuitable;
- (c) the nomination does not conform to the RP's allocations policy (where the RP has identified to the Council the relevant section of its allocations policy).

- 4.5 If the Nominee shall refuse the offer or be deemed to have refused it the RP shall notify the Council or their agent by email giving reasons if known. The RP shall also advise the Council if any other applicants at the viewing were likely to refuse the property. The property will then be kept open for up to two (2) Working Days while any appeals take place. If the first applicant(s) still refuse the property, the RP can then offer an assured tenancy to the next Nominee on the shortlist.
- 4.6 If all the nominees on the list have refused to accept the Social Rented Home and/or nominees have been refused by the RP, the Council or their agent may send a further list or alternatively one direct nomination. The Council or their agent should send the further list or direct nomination within two (2) Working Days.
- 4.7 The Council or their agent shall send to the RP details of a maximum of two (2) lists for any Social Rented Home in accordance with the above procedures. Upon the grant of an assured tenancy to a Nominee the RP shall immediately notify the Nominated Officer by completing a result of nomination form.
- 4.8 If in accordance with the above the RP shall have notified the Council that:
- (a) all the Nominees are either unsuitable; or
 - (b) the Nominees have refused or are deemed to have refused to take an assured tenancy of the property; or
 - (c) if the Nominated Officer shall have failed to send to the RP details of a Nominee within the time period set out in paragraph 2 or such reasonable additional period as shall have been agreed between the Council and the RP,
- then the RP shall be free to let the Social Rented Home in accordance with its own allocations policies with preference being given to Barnet residents taking into account any planning obligations attached to the Social Rented Home.
- 4.9 The RP shall each month during the Nomination Period complete and send to the Council the lettings return form attached as appendix 2 (Lettings return form).

Appendix 1
Nominations request form

LONDON BOROUGH OF BARNET REQUEST FOR A NOMINATION FROM HOUSING ASSOCIATIONS

Date of Request

Available Letting Date

Housing Association (please type full name)

Contact Details:

Name

Email Address

Telephone Number

Property Details:

Full Address

Bedrooms Available	Studio	One	Two	Three	Four	Five	Six	
Bed Spaces/Persons	One	Two	Three	Four	Five	Six	Seven	Eight
	Nine	Ten	Eleven	Twelve				
Void Type	New Build				Relet			
Property Type	House		Flat		Maisonette		Bungalow	
Property Status	General Purpose		Sheltered		Wheelchair Adapted		Mobility	
Floor Level	Ground	First	Second	Third	Fourth	Fifth	Other	
Level Access?	Yes		No					
Stairs to Property?	Yes		No					
	If Yes, how many?							
Lift Access?	Yes		No					
Entryphone?	Yes		No					
Garden	No		Front		Back		Communal	
Heating	GAS / ELECTRIC / RADS / WARM AIR / STORAGE / FIRE ONLY/ UNDER FLOOR							
Pets Allowed?	Yes		No		Other (specify)			
Suitable for Wheelchair Users / Property Adaptable?					Yes		No	
Resident Sheltered Housing Officer / Scheme Manager?					Yes		No	
Alarm Assisted / Lifeline Support?					Yes		No	
If sheltered, what is the age restriction?								
Please state any criteria in your constitution which limit allocations								

Weekly Rent £

Service Charge £

Support Charge £

Total Weekly Rent £

Any other Information

Please provide any other information about this property which may help us when allocating eg about the location or the property itself. This may help to minimise void time.

Please highlight above options as appropriate and send completed form to housingsupplyteam@barnet.gov.uk

Appendix 2

Lettings return form

HOUSING ASSOCIATION LETTINGS RETURN FOR LONDON BOROUGH OF BARNET

Please complete and return to:

Sharon Richmond, Regeneration Service, Barnet Council, North London Business Park, Oakleigh Rd South, London N11 1NP email:
sharon.richmond@barnet.gov.uk

Name of Housing Association:

Name of Contact Officer:

Contact tel:

Month ending:

Total no. of lettings:

Total no of lettings to LBB noms:

Address	True/ Non true void	House/ Flat/ Bungalow	General/ Special Needs/ Lifetime	No of bedrooms	New let/relet	Funding	Tenancy Start Date	Name of New tenant	Previous address	Access Queue	Homebuy Yes/No

In witness whereof the Council and the RP have caused their respective Common Seals to be affixed to this deed the day and year first before written

The Common Seal of the Mayor)
and Burgesses of The London)
Borough of Barnet was hereunto)
affixed in the presence of: -)

The Common Seal of)
[])
was hereunto affixed in the presence)
of:-)



dated

2012

**The Mayor and Burgesses of the London Borough of Barnet
and
London & Quadrant Housing Trust**

Nomination Deed – for Shared Ownership Homes
relating to the Dollis Valley Estate

Trowers & Hamlin LLP
3 Bunhill Row
London
EC1Y 8YZ

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Nomination Deed

dated

Parties

- (1) **The Mayor and Burgesses of The London Borough of Barnet** of North London Business Park, Oakleigh Road South, London N11 1NP (the **Council**);
- (2) **London & Quadrant Housing Trust** of One Kings Hall Mews, London SE13 5JQ (the **RP**).

Agreed terms

1 Definitions

The definitions applicable to this Deed are:

Disposal means any transfer of the freehold of the Regeneration Site or any part thereof or any grant of a lease of the Regeneration Site or any part thereof;

Homes and Communities Agency or HCA means the Homes and Communities Agency of Central Business Exchange II, 406-412 Midsummer Boulevard, Central Milton Keynes, MK9 2EA or its statutory successor;

Intermediate Home has the meaning given to it in the Regeneration Agreement;

Nomination Home means any Intermediate Home to which the Council is entitled to nominate a Nominee pursuant to clause 6 (Nomination Rights) of this Deed;

Nomination Rights means the right of the Council to nominate Nominees to acquire the Nomination Homes in accordance with this Deed;

Nominee means a person nominated by the Council as requiring housing accommodation of a nature similar to that afforded by a vacant Nomination Home;

Nominated Officer means such person as may from time to time be appointed by the Council to perform the functions under this Deed as the Council's agent and notified in writing to the RP from time to time;

Partner shall have the meaning given to it in the Regeneration Agreement;

Practical Completion means the date of acquisition of an Intermediate Home by the RP from the Partner;

Regeneration Agreement means the agreement for the regeneration of Dollis Valley dated [] and entered into between the Council, the Partner and the RP;

Regeneration Site has the meaning given to it in the Regeneration Agreement;

Shared Ownership Lease means the HCA's model lease for Shared Ownership Housing or such other shared ownership lease as shall have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);

Social Rented Home shall have the meaning given to it in the Regeneration Agreement;

Working Day means a day on which clearing banks in the City of London are (or would be but for strike lock-out or other stoppage affecting particular banks or banks generally) open during banking hours and "Working Days" shall be interpreted accordingly.

2 Interpretation

- 2.1 In this Deed where the context so requires or admits words importing the singular number shall include the plural number and vice versa and words importing any gender shall include masculine feminine or neuter genders.
- 2.2 The paragraph headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.3 When calculating percentages for the purposes of this Deed percentages equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall be rounded down.
- 2.4 Any term in this Deed not specifically defined herein shall have the meaning as set out in the Regeneration Agreement.

3 Notices

Any notice required to be served hereunder shall be sufficiently served if sent by pre-paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting.

4 Disputes

In the case of dispute or difference on any matter under this Deed or as to construction of this Deed any such dispute or difference shall be referred to as a single arbitrator to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing 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. The costs of and incidental to such a reference to arbitration will be borne by the parties in equal shares.

5 Variations

No amendment or variation to this Deed shall be effective unless it is in writing and signed by an authorised representative of both parties.

6 **Nomination Rights**

The Council shall be entitled to nominate Nominees to 100% of the Intermediate Homes in accordance with the provisions of this Deed from the date of Practical Completion of the relevant Intermediate Home and thereafter to nominate prospective purchasers as set out in the First Schedule to any subsequent sale of an Intermediate Home subject to the terms of the Shared Ownership Lease and HCA regulations, provided that this right shall not apply to the initial lettings of the Intermediate Homes to the extent that any Existing Owner Occupier elects to purchase any such Intermediate Home pursuant to paragraph 3 (Option 2) or paragraph 5 (Option 4) of schedule 25 of the Regeneration Agreement.

7 **Council as Local Authority**

Nothing contained or implied in this Deed shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and the same may be as fully and effectually exercised in relation to the Intermediate Homes as if this Deed had not been executed by it.

8 **Entire Agreement**

This Deed contains all the terms expressly agreed between the parties in respect of the exercise of the Nomination Rights.

The First Schedule

Disposal of Nomination Homes

- 1 The RP will dispose of the Nomination Homes by granting a Shared Ownership Lease to suitable persons nominated by the Council and suitable to the RP.
- 2 The RP shall notify the Council or their agent in writing:
 - 2.1 not more than six months and not less than three months before the date of Practical Completion of each Nomination Home or (as the case may be) of a group of Nomination Homes; and
 - 2.2 in relation to a re-sale of a an Intermediate Home that has not staircased to 100% as soon as the vendor requests the sale.
- 3 The RP must provide all the necessary information in the required format to enable the Council to prepare the advertisement including all details of the property, the value of the share to be sold, the minimum salaries required, the rent and service charge information together with the contact telephone number of the RP. The RP should also provide a photograph of the scheme and information regarding any unique selling points in order to make the advertisement as informative as possible for bidders, such as whether the property is new build, has large rooms, its proximity to shops, transport and schools. The Council will inform the RP if they do not comply with the Council's requests so that the situation can be rectified.
- 4 Following receipt of notification of the Nomination Home for sale the Council will place the advertisement on the Council's website.
- 5 The RP shall also undertake marketing of the relevant Nomination Home and the RP and the Council shall co-operate with each other to ensure that potential bidders receive all the necessary information in relation to the Nomination Homes for sale.
- 6 A deadline date for names of prospective purchasers and possible viewings of the Nomination Homes shall be agreed between the RP and the Council's Housing RSL Development Officer. The deadline shall be no later than ten (10) Working Days from the date of publication of the advertisement on the Council's website.
- 7 The RP shall within three (3) Working Days after the viewing deadline send a draft list of all Nominees to the Nominated Officer who shall put into priority order the list of Nominees and return the list to the RP within three (3) Working Days.
- 8 The RP shall offer to the first Nominee on the list and if this Nominee pulls out or does not reply within five (5) Working Days an offer shall be made to the next Nominee on the list until all the Nominees have been approached. Any offer made by the RP to a Nominee shall be subject to the RP carrying out all relevant and appropriate financial due diligence on the Nominee.
- 9 In the event that a Nomination Home is ready for occupation and a contract for the purchase of a Shared Ownership Lease of a Nomination Home has not been entered into with a Nominee within the period of eight weeks following the date of the RP's first offer made pursuant to paragraph 8 with legal completion of the Shared Ownership Lease fixed

for a reasonable time thereafter and the failure to enter into a contract as aforesaid was not due to the fault of the RP then the Council's rights hereunder in respect of that Nomination Home shall determine and the RP may dispose of the Nomination Home by way of a Shared Ownership Lease in accordance with their own sales policy giving priority to residents of the London Borough of Barnet and taking into account any planning obligations attached to the Regeneration Site without prejudice to the right of the Council to make a nomination at any time before the RP has accepted (subject to contract) an offer for the sale or resale of the Nomination Home.

- 10 Following the grant of Shared Ownership Lease of each Nomination Home to a Nominee the RP shall forthwith notify the Nominated Officer of such grant.
- 11 In the event that a Nomination Home that is not subject to either any HCA restrictions becomes available for resale the RP will notify the Nominated Officer and the provisions of this Schedule 1 will apply mutatis mutandis (subject always to the terms and relevant time limits for nomination and exchange of contracts specified in the Shared Ownership Lease).
- 12 The Council and the RP acknowledge that any Nomination Homes which are not purchased by existing leaseholders pursuant to the Shared Ownership Lease offer terms and this Nominations Deed shall be deemed to be Nomination Homes for the purposes of this Deed.

In witness whereof the Council and the RP have caused their respective Common Seals to be affixed to this deed the day and year first before written

The **Common Seal of The Mayor**)
and Burgesses of The London)
Borough of Barnet was hereunto)
affixed in the presence of: -)

The **Common Seal of**)
London & Quadrant Housing Trust)
was hereunto affixed in the presence)
of:-)