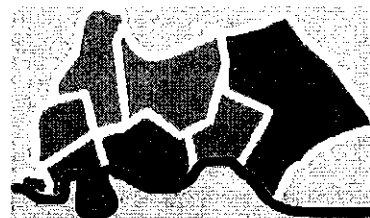


EAST LONDON SUB REGIONAL NOMINATIONS PROTOCOL



**East London
Housing Partnership**

East London Sub Regional Protocol for Cross Borough Nominations

1. Introduction

- a. This protocol defines the methodology and policy for pooling some nominations to new social housing units developed with the East London Housing Partnership, including the following boroughs:

Barking and Dagenham
Corporation of London
Hackney
Havering
Newham
Redbridge
Tower Hamlets
Waltham forest

- b. Partner housing associations developing in the sub region will be signatories to this Protocol. Homes and Communities Agency (HCA) London Officer will be invited to endorse this document.

2. The protocol scope

- a. Describes how nominations subject to pooling will be shared out. It applies to all new socially rented homes developed by housing associations with Social Housing Grant (SHG) and any other recipients of SHG.
- b. Applies to the re-letting of those homes and covers homes developed on sites out of London but funded through the East London Housing Partnership with SHG.
- c. The exceptions to the protocol are detailed on page 4 paragraph 5.
- d. Where this protocol does not apply to nominations, the usual borough arrangements will be applicable.
- e. The Housing Needs Indicator (HNI) determines the allocation of unit between local authorities. If the development of units within each borough reflected HNI, the nomination effects would be neutral.
- f. The protocol will be applied on a scheme wide basis and then reconciled across the programme.

3. Background

- a. The Homes and Communities Agency (HCA) introduced a strategic approach to investment in 2001/02. This was in recognition that housing markets do not respect borough boundaries and that London's housing problems are best met on a strategic level. In response to this, in 2003 the East London Housing Partnership developed the East London Affordable Housing Investment Framework providing an outline of what the ELHP wished to see developed in East London over the following two years.

East London Sub Region Protocol for Cross Borough Nominations cont.

3. Background

- b. The Programme has since moved to a pooling of nominations and a sharing of investment opportunities across the East London sub region.
- c. It is expected that along side sub regional schemes there will be some pan-London schemes as a result of their strategic impact.

4. Principles

The Protocol attempts to ensure:

- a. A consistent fair and coherent methodology and policy is applied with regard to sub-regional housing allocations and nominations (both initial lettings and subsequent re-lets).
- b. Due regard is given to those households with specific needs, such as Black and minority ethnic or supported needs housing.
- c. The independence of housing associations and their regulatory duty and the statutory and strategic duties of boroughs are mutually respected.
- d. Exceptional circumstances to any scheme will be considered as long as any arrangements are in agreement with the host borough and the housing association and have been formally approved by the East London Housing Partnership Lettings Managers Group.
- e. A balance between the statutory duties to meet housing need and to alleviate homelessness, a commitment to community cohesion, sustainability and regeneration in its widest sense is achieved.
- f. To minimise through the operation of this protocol any forced rehousing of a borough's housing applicants in other boroughs' areas.

In signing this protocol partners agree to the following objectives:

- g. Co-operation, consensus and fairness

The partners agree to work together to meet the housing needs of people in East London and achieve consensus through adopting the approach set out in this protocol. Partners agree to aim to achieve greater consistency in allocation policies. Partners also agree to strive for continuous improvement with this agreement. The tensions in the nomination processes are recognised. We will work to resolve these issues through this Protocol, close liaison and other agreements.

East London Sub Region Protocol for Cross Borough Nominations cont.

4. Principles cont.

h. Equality and diversity and customer satisfaction

The parties will monitor and review the operation of the protocol processes to ensure that outcomes promote equality of opportunity and diversity. In the operation of this protocol the parties agree to strive towards customer satisfaction and continuous improvement in its operation.

i. Transparency

The parties agree to: adopt open, transparent and accountable ways of working; regular liaison to ensure the effective implementation of the protocol; and to ensure that agreed outcomes are achieved.

j. Community cohesion and sustainable communities

The parties are committed to promoting community cohesion and sustainable communities as set out in the London Housing Strategy. Partners will ensure that there is a reasonable balance between meeting housing need and sustainability.

k. Accessibility and publicity

The nominations and lettings processes developed from this Protocol will be publicised and operated in a manner that makes them accessible to all local communities in the East London Sub Region.

5. Exceptions

The Protocol applies to all Homes and Communities Agency (HCA) socially rented schemes funded through the National Affordable Housing Programme element of the single regional housing pool on a sub regional basis. It does not apply to:

- a. Existing agreements between individual boroughs and housing associations that pre-date the new sub regional and pan London arrangements.
- b. Temporary social housing
- c. Regeneration of existing social rented homes. Subject to the application of other exemption clauses, the protocol would apply to those new rented homes in regeneration schemes, pro-rata across bedroom sizes, which are net additions to the social rented stock in regeneration schemes. Units not used by right to returns will also be exempted.
- d. Supported housing schemes

East London Sub Region Protocol for Cross Borough Nominations cont.

5. Exceptions cont.

- e. Low cost home ownership and key worker schemes, which are covered by separate agreements
- f. Additional homes funded entirely through section 106 agreements.
- g. Where developments have been enabled by boroughs through their own capital funding, sale of land at below cost or use of S106 planning powers they will receive additional nominations to reflect the value of their contribution as a percentage of the Total Scheme Costs of the project. For example, if the local authority provides a discount of £100,000 on the value of the land and this represented 20% of the Total Scheme Cost [after the actual sale price of the land had been included] then that authority would receive an initial 20% top slice of the total scheme to reflect the discount. The remaining units would then be divided in the usual way, a further 25% host borough premium, 25% for the developing RSL, which will be subject to local nominations agreements and/or local Common Housing Register arrangements, then a division based upon the relative HNI scores of the eight authorities in East London. So in a 20 unit scheme with a 20% discount, the host borough would get four units [20% top slice] then a further four [25% of 16], a further four would go to the developing RSL, which will be subject to local nominations agreements and/or local Common Housing Register arrangements, and then the host Borough would also receive whatever its HNI score would generate on the remaining eight units.
- h. Properties funded jointly by an authority and the Housing Corporation. Contributions will be worked out on a pro rata basis and the relevant number of units then excluded from the terms of this protocol.
- i. Local discretion will be applied terms of use of wheelchair accommodation, floor height, etc

6. Formula for Calculating Nominations

The process of distributing nominations to new social rented homes is as follows:

- 50% host borough premium for each scheme developed in that borough
- 25% for the developing RSL, which will be subject to local nominations agreements and/or local Common Housing Register arrangements
- Borough Housing Needs Indicator is then applied to the whole sub regional pool after the 25% has been taken off.
- The host borough has priority nomination to 3+ bed homes, proportional to its premium.
- To ensure continuity of sub regional nomination arrangements, the units remain in perpetuity with the authority to which it was originally allocated.

East London Sub Region Protocol for Cross Borough Nominations cont.

6. Formula for Calculating Nominations cont.

- a. The Housing Needs Indicator determines the proportion of the sub-regional pool which is allocated to each local authority.
- b. Current calculations of HNI will apply until such time that it is replaced with another system.

Housing Needs Indicator

	2004-06	2006-08	2008-10
Barking & Dagenham	4.57%	7.09%	7.09%
City of London	0.36%	0.13%	0.13%
Hackney	23.48%	20.62%	20.62%
Havering	3.50%	3.28%	3.28%
Newham	28.20%	29.48%	29.48%
Redbridge	7.02%	6.56%	6.56%
Tower Hamlets	21.51%	17.59%	17.59%
Waltham Forest	11.36%	15.26%	15.26%
East London Score	100%	100%	100%

7. Processes

- a. The RSL Lead Officer will alert the ELHP secretariat and the Local Authority Lettings Manager, approximately 3 months before handover. ELHP will provide the developing RSL and all partner authorities via email with the distribution of the sub-regional pool from that scheme. The process for this is set out in paragraph 7h below
- b. All requests for nominations from developing RSLs will then be made direct to the host borough and nominating authority simultaneously. It will be the responsibility of all boroughs to provide nominees within the timescales set out below.
- c. The developing RSL will set up multiple viewings and signing up arrangements and feedback that information to the host borough.
- d. The nominating authority will have 2 sets of referrals. If both sets of referrals refuse, then the property will revert back to the host borough for nomination. The first nominations must be made by the nominating borough within three weeks of the property being advertised in the choice based lettings magazine. If this referral refuses the property, the nominating borough will have a further three working days to provide the second set of nominations. Although the property reverts back to the host borough where the nominating borough is unable to take up its rights, the property is still tagged to the original nominating borough which will be able to exercise its rights when the property is made available as a relet.

East London Sub Region Protocol for Cross Borough Nominations cont.

7. Processes

- e. Once the scheme has been let, the developing RSL will provide details of requests for nominees and progress, on the 'Final Scheme Outcome Form'.
- f. LAs and RSLs will receive a monthly update spreadsheet with the latest status of nomination rights. This may change as the programme changes in year. This spreadsheet will advise on the number and type of properties that should be offered to nominees from other boroughs.
- g. For every scheme included in the Sub Regional pool:
 - i. Total scheme no. of units is multiplied by 0.25, rounded to the next LOWEST number where there is a decimal (For example, if the scheme is 13 units in total, sub regional pool is $13 \times 0.25 = 3.25$, rounded to the next lowest number, which is 3.). This number is then used to calculate, using the HNI ratios as set out in paragraph 6 above, how many units are assigned to each authority.
 - ii. An HNI calculator facilitates an accurate calculation of entitlements.
 - iii. If total rounded numbers for each borough is LESS than required for the Sub Regional pool, then the number with the highest DECIMAL value is rounded up to the next whole number, to make the total add up to the number required. The reverse is performed if the total for the rounded numbers add to MORE than the number required.
 - iv. After the total allocation is established, it is divided proportionally among "Unit Types" available for the individual scheme (having 50% of each Unit Type removed for Host Borough Premium). The host borough has priority nomination to the 3+ bed units. Once all the entitlements for all the boroughs have been inserted, the total for each Unit Type should not exceed the number available for the Sub Regional pool.
- h. Any challenges to the Entitlement numbers calculations by the ELHP Coordination team should be highlighted as early as possible in the process to avoid confusion later on.
- i. The ELHP Secretariat will report to the ELHP Lettings Managers Group at each meeting to:
 - agree on the data to date
 - make amendments as necessary and report latest positionLocal Authority Lettings Managers will check their schemes list for the Sub Regional pool at these meetings and report any changes / anomalies to the ELHP Secretariat immediately.
- j. The ELHP Secretariat will contact developing RSLs quarterly to check that the schemes list for each borough is still accurate and valid

East London Sub Region Protocol for Cross Borough Nominations cont.

8 Choice

Not all of the Boroughs in the East London Housing Partnership have adopted choice based lettings. The protocol and the nominations arrangements have therefore been designed to be able to work in the context of both choice based lettings and direct lettings systems.

9. Marketing and Publicity

- a. The host authority or housing association should provide to nominating authorities the necessary information to market new developments to prospective tenants. The parties undertake to ensure that there is appropriate literature about the schemes and landlords available to nominees. Housing associations will provide publicity for schemes subject to cross borough agreements well in advance of handovers.

10. Private Developers

The Protocol applies to any unregistered body that may in future develop new homes for rent through Social Housing Grant. If social housing is developed through an unregistered body and management retained by that body (rather than an RSL), this protocol will be revised accordingly following negotiation with that body. The aim will be to ensure that the new body will be obliged to fulfil the obligations of RSLs under this protocol.

11. Withdrawal from the Agreement

The eight local authorities and their housing association partners understand and accept that inter borough nomination arrangements are a condition of capital funding from the Homes and Communities Agency (HCA). If any one borough wishes to withdraw from the partnership arrangements set out in this protocol, the sub region will approach the Housing Corporation to request that housing associations are instructed to bypass that borough when dealing with nominations that should be subject to inter borough nominations.

12. Reviewing the Protocol

To ensure that it is working effectively and does not give rise to any significant concerns the Protocol will be reviewed every year in January. The Partnership will agree any amendments.

BOROUGH LETTINGS CONTACTS

LA	Name	Contact Number	Email Address
LBBB	Souman Sen	020 8227 5088	Souman.sen@lbbd.gov.uk
City	Patricia Brindle	020 7332 1637	Patricia.brindle@cityoflondon.gov.uk
Hackney	Remi Osadiya	020 8356 5758	Remi.osadiya@hackney.gov.uk
Hackney	John Isted	020 8356 5057	john.isted@hackney.gov.uk
Havering	Liz Mason	01708 434 051	Lisa.mason@havering.gov.uk
Newham	Lizanne Reddy	020 3373 2931	lizanne.reddy@newham.gov.uk
Redbridge	Ursula Rabbitte	020 8708 4159	Ursula.rabbitte@redbridge.gov.uk
Redbridge	Yogesh Sharma	020 8708 4132	Yogesh.sharma@redbridge.gov.uk
LBTH	Rafiqul Hoque	020 7364 0235	Rafiqul.hoque@towerhamlets.gov.uk
LBTH	Julius Adeyemi	020 7364 0239	Julius.adeyemi@towerhamlets.gov.uk
LBWF	Dave Bourne	020 8496 5421	Dave.bourne@walthamforest.gov.uk

RSL LETTINGS CONTACTS

Organisation	Name	Contact Number	Email Address
Agudas Israel	Esther Schlesinger	020 8802 3819	housing@aihaltd.co.uk
Asra Greater London	Sejal Majithia	020 7940 6844	Sejal.majithia@lha-asra.org.uk
Asra Greater London	Michele Crombie	020 7940 6663	Michele.crombie@lha-asra.org.uk
Bangla Housing	Leena Khan	020 8985 1124	leena@banglaha.org.uk
CBHA	Monica Kessie	020 7922 8531	monicak@cbha.org.uk
CBHA	Leticia Addo	020 7922 8579	leticiaA@cbha.org.uk
Circle 33	Ian James	020 7447 7060	ian.james@circleanglia.org
East Homes	Rochelle Blackman	020 8536 3985	Rochelle.blackman@east-homes.co.uk
Eastend Homes	Gaye Brown	020 8880 7055	Gaye.brown@eastendhomes.net
Estuary	Caryn Wiggins	01702 614 321	Caryn.wiggins@estuary.co.uk
Family Mosaic	Sean Corcoran	020 8826 7600	Sean.corcoran@familymosaic.co.uk
Gateway Housing	Stewart Vesey	020 8709 4364	Stewart.vesey@gatewayhousing.org.uk
Guinness Trust	Francisca Egbunike	020 3288 1948	Francisca.egbunike@guinness.org.uk
Industrial Dwellings	Karl Stewart	020 8809 8309	kstewart@ids.org.uk
ISHA	Mark Slowikowski	020 7704 7351	marks@isha.co.uk
ISHA	Merleen Allen	020 7704 7348	merleenna@isha.co.uk
Karin	Zahra Hassan	020 7392 9622	z.hassan@karin-ha.org
London & Quadrant	Helen Wipperman	020 8262 4311	hwipperman@lqgroup.org.uk
Look Ahead	Mark Taylor	020 7368 4669	
Metropolitan	Karen Yearley	020 8976 1018	Karen.yearley@mht.co.uk

Metropolitan	Walter Oglina	020 8976 1022	Walter.oglina@mht.co.uk
Newlon	Sue Jones	020 7613 8011	Sue.ione@newlon.org.uk

RSL LETTINGS CONTACTS

North London Muslim HA	Aziz Rahim	020 8815 4200	aziz@nlmha.com
One Housing Group	Gary Bennett	020 8821 5115	gbennett@onehousinggroup.co.uk
One Housing Group	Cherie Lee-Hemley	020 8821 5113	cleehemley@onehousinggroup.co.uk
One Housing Group	Yetunde Naiwo	020 8821 5117	Ynaiwo@onehousinggroup.co.uk
Genesis (PCHA)	Seumais O'Neil	020 7563 0285	Seumais.oneil@ghg.org.uk
Poplar Harca	Audrey Sutherland	020 7510 0519	Audrey.sutherland@poplarharca.co.uk
Servite	Christopher McKenzie	020 8307 3300 ext 3391	chrism@servitehouses.org.uk
Shian Housing	Leslie Laniyan	020 8799 2246	glaniyan@shian.org.uk
South Anglia	Sarah Austin		Sarah.austin@circleanglia.org
Southern	Helen Day	020 8709 1177	Helen.day@shgroup.org.uk
Southern	Kay Messam	020 7324 1275	kay.messam@shgroup.org.uk
Spitalfields	Stephanie McDonald		steph@spitalfieldsha.co.uk
Stadium	Maureen Branford	020 8459 9256	mmitchell@stadiumha.org.uk
SWAN Housing	Andrea O'Callaghan	01277844259	aocallaghan@swan.org.uk
Tamil Community Housing Association	Victor I.Sivagunam	020 8493 7160	victor@tamilhousing.org.uk
THCH	Tracey Bellamy	020 7780 3072	Tracey.bellamy@thch.org.uk

SCHEDULE 18

LOCAL HOMEBUY AGENT SERVICE LEVEL AGREEMENT



**Local HomeBuy Agent
Service Level Agreement
2011 to 2012**

Local HomeBuy Agent – Service Level Agreement

Local HomeBuy Agent Service Level Agreement

Between L&Q and/Metropolitan Home Ownership
and the Grant recipient

HomeBuy Agency Service Level Agreement

Dated:

This agreement is made as a Deed on theday of

..... 2011

Between:

(1) **L&Q** an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under number 30441R whose registered office is at Osborn House, Osborne Terrace, London SE3 9DR. And/or Metropolitan Home Ownership is a trading name of Metropolitan Housing Trust Limited. Registered with the Tenants Services Authority /TSA, the regulator of social housing, No.LO726. Metropolitan Housing Trust is a charity registered under the Industrial and Provident Societies Act 1965 No 16337R. Consumer Credit License No. 557055 whose registered office is at Metropolitan Home Ownership, Cambridge House, 109 Mayes Road, London N22 6UR (the '**Local HomeBuy Agent**')

(2) and
Industrial and provident society registered under the Industrial and Provident Societies Act 1965 under number R whose registered office is at
(the '**Grant Recipient**')

Other Grant Recipients within the Group:

.....

.....

Authorised Sales Agent:

Name:

Address:

E mail:

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Agreement where the context so admits:-

Affordable Housing Capital Funding Guide means the Agency's Affordable Housing Capital Funding Guide as updated, revised or replaced from time to time;

Affordable Housing for Rent means accommodation made permanently available for letting to persons on assured tenancy terms by the Grant Recipient on the basis of housing need;

Agency means the Homes and Communities Agency, a body corporate under Section 1 of the Housing and Regeneration Act 2008, of 7th floor, Maple House, 149 Tottenham Court Road, London, W1T 7BN

Agreement means this Agreement together with the Schedules annexed hereto all as may be amended by the parties in accordance with the terms hereof;

Applicable Laws means any and every law (including common law), statute, by-law, (if in implementation of a law of national application), EU directive, rule of court, delegated or subordinated legislation, regulation, policy statement, circular or order with which a party is obliged to comply, whether now or hereafter in effect which affects or impinges upon any of the matters referred to in this Agreement or requiring to be done in connection with the Specification (including for the avoidance of doubt circulars and regulations issued by the Agency and/or the Agency which the Local HomeBuy Agent is obliged to comply with in relation to the Specification);

Applicable Standards means any generally recognised industry or service standard code of practice or British Standard or equivalent European Union Standard (which is applicable in the United Kingdom) which relates to matters of a type similar to the obligations set out in the Specification or to goods, equipment or materials required in the compliance with the Specification;

CLG means the Department for Communities and Local Government and shall include any successor or replacement governmental department or any governmental department performing a similar role to the CLG;

Co-brand means using both the Grant Recipient's brand logo and the FIRST STEPS brand logo in all advertisements that promote FIRST STEPS shared ownership

Commencement Date means the date hereof;

Complaints Procedure means the procedure set out in Paragraph 7 of the Specification;

Completions Returns are the sales and lettings data that Grant Recipients are routinely required to provide the HomeBuy Agents;

Default shall have the meaning given in Clause 6.6.1;

FIRST STEPS means, Social HomeBuy, Shared ownership, HOLD, HomeBuy Direct, Rent to buy, OPSO, Equity Loan and any previous or new product of a similar nature made available by the Agency within the Greater London area.

FOIA means the Freedom of Information Act 2000 and any relevant regulations, orders or directions issued there under;

Good Industry Practice means the exercise of that degree of skill, prudence and diligence, which would reasonably and ordinarily be expected from a skilled and experienced contractor seeking in good faith to comply with its contractual obligations, complying with all Applicable Laws and Applicable Standards and engaged in a similar type of undertaking and under the same or similar circumstances and conditions as applies under this Agreement; and to a standard no less than that required by the Agency and/or the Regulator of Registered Providers performing a similar role and to a standard no less than that maintained by the Local HomeBuy Agent in respect of its own leaseholders (if applicable);

Grant Recipient means an organisation in receipt of grant under either Section 18 or Section 27A of the Housing Act 1996 and/or a Developer;

HOLD means home ownership for people with long term disabilities, funded under NewBuild HomeBuy to enable qualifying applicants to purchase a property suitable to their needs on shared ownership terms on the open market;

HomeBuy means Open Market HomeBuy, Social HomeBuy, Newbuild HomeBuy, HOLD, HomeBuy Direct, Rent to Buy and any previous or new product of a similar nature made available by the Agency;

Household Income means the income of all of the individuals who intend to live at a property following the letting/purchase of such property;

IMS means the Agency's on-line investment management system from time to time or any successor system;

Information has the meaning given to it in Section 84 of the FOIA;

Intellectual Property Rights shall include without limitation all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not and including any applications for registration thereof) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process, logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;

Intermediate Rent means accommodation made available for letting to persons on assured short hold tenancies at rents no more than 80% of the market level in the relevant local area;

Key worker means a person who fits criteria set by the Local area and is defined as key to that areas economy.

LCHO Schemes means those affordable housing schemes (including any nil grant units developed in conjunction with that scheme) provided with the assistance of grant under either section 18 or 27A of the Housing Act 1996 which will be available for sale or rent on or after the date hereof under the following schemes:

- i initial sales and resales of Shared Ownership schemes and HOLD (including Social HomeBuy resales);
- ii Equity Loan schemes;
- iv Rent to Buy;
- v HomeBuy and FIRST STEPS products funded by the Agency with grant funding made available prior to the 2008/11 and 2011/12 National Affordable Housing Programme;
- vi Intermediate Rent schemes (but excluding all other schemes provided as Affordable Housing for Rent which do not qualify as Intermediate Housing); and
- vii any additional low cost home ownership for sale products funded via the 2008/11 and 2011/12 National Affordable Housing Programme, details of which shall be provided by the Agency;

PROVIDED ALWAYS THAT any schemes which are not funded under the 2008/11 or 2011/2012 National Affordable Housing Programme shall only be covered by this Agreement where a similar role would have been provided by a Local HomeBuy Agent for the relevant product prior to 1 April 2008,

Local HomeBuy Agency Agreement means the agreement between the Local HomeBuy Agent and the Agency dated

Month means a calendar month;

Quarter means a rolling three monthly period with the first Quarter commencing on the Commencement Date and the final Quarter ending on the expiry of this Agreement in accordance with Clause 3;

Regional Stakeholders means the Regional Assembly and the Mayor of London (or any successor bodies or organisations) in the Zone (where applicable);

Regulator means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA)

Request for Information has the meaning set out in the FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice;

Registered Provider means an entity appearing in the register of registered providers maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008;

Required Consents means such consents, certificate, licence, approval, permission or otherwise the authorisation necessary for compliance with the Specification;

Rent to Buy means accommodation made available for letting to persons on assured short hold tenancies at rents no more than 80% of the market level in the relevant local area; with an option agreement in place allowing the purchase of a share within a given approved time period from the HCA

Service Level Agreement means this agreement;

Shared Ownership means property disposed of on a Shared Ownership Lease;

Shared Ownership Lease means a lease that meets the conditions (except condition (d) if the tenancy is subject to any right of nomination and condition (g)) specified in (or under) Section 5A(2) of the Rent Act 1977 and contains the fundamental Clauses specified in the Affordable Housing Capital Funding Guide;

Social HomeBuy means a grant funded scheme promoted by the Agency and Local Authorities enabling applicants to purchase a rented property with the benefit of a discount on a Social HomeBuy Lease or outright purchase basis;

Social HomeBuy Lease means a lease that meets the conditions (except conditions (d) and (g)) specified in or under Section 5A(2) of the Rent Act 1977 and contains the fundamental Clauses specified in the Affordable Housing Capital Funding Guide;

Specification means the specification set out in Schedule 1;

Working Day means any day Monday to Friday (inclusive) excluding public holidays;

Zone means a geographical zone prescribed by the Agency from time to time in which a Local HomeBuy Agent operates;

- 1.2 Words importing the singular meaning shall include the plural and vice versa and reference to any gender shall include all other genders.
- 1.3 All references to any statute or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which had been amended, extended, consolidated, or

replaced by the same and shall include any orders, regulations or other delegated or subordinate legislation made under the relevant statute.

- 1.4 The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- 1.5 Words importing persons shall include individuals, firms, partnerships, Agencies, governments, governmental bodies and departments, authorities, agencies, unincorporated bodies of persons or associations and any other organisations having legal capacity.
- 1.6 Except where the context otherwise requires, references to Clauses are references to Clauses of this Agreement. A reference to a Section or a part of the Schedule or to a Paragraph in a Part of the Schedule is, unless the context otherwise requires, a reference to a Section or a Part of the Schedule or to a Paragraph of the Part of the Schedule to the Agreement in which the reference appears.
- 1.7 References to any agreement or document shall be deemed to include (subject to all relevant approvals) a reference to that agreement or document as amended, supplemented, substituted, novated or assigned from time to time (in each case in accordance with the terms of the relevant agreement or document or this Agreement).
- 1.8 Any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any permitted successor to that person or any person which has taken over the functions or responsibilities of that person.
- 1.9 In the case of any ambiguity or conflict the provisions in the main body of this Agreement shall take precedence over the provisions of any Part of the Schedule.

2 Purpose

- 2.1 The purpose of this Service Level Agreement is to govern the day to day working relationship between the Local HomeBuy Agent and the Grant Recipient. The Specification details the performance standards to be met by each party.
- 2.2 This Service Level Agreement is intended to cover the sale or letting of properties in all LCHO Schemes developed or procured by the Grant Recipient where such sale or letting shall occur after the date hereof **provided that** where the Grant Recipient has entered into a binding commitment to sell or grant a tenancy of a property as at the date hereof such properties shall be not be subject to the terms of this Agreement **provided further that** this Service Level Agreement shall not apply to any applicants referred by the Grant Recipient to an Alternate Local HomeBuy Agent during any Alternate Local HomeBuy Agent Period as provided for in Clause 10.1 of the Local HomeBuy Agency Agreement.

3 Compliance with the specification

The Local HomeBuy Agent and the Grant Recipient shall comply with their respective obligations and undertakings as contained in the Specification in relation to those LCHO Schemes covered by this Agreement and in doing so shall act at all times in accordance with Good Industry Practice. The Parties agree to work in mutual co-operation and good faith to fulfil their agreed roles and responsibilities.

4 Term of the agreement

This Service Level Agreement shall continue in force until the date of termination or expiry of the Local HomeBuy Agency Agreement.

5 Complaints procedure

5.1 Wherever possible any complaints from Grant Recipients and/or applicants concerning the Local HomeBuy Agent and/or its compliance with the Specification should be dealt with through the Local HomeBuy Agent's internal complaints procedure in the first instance.

5.2 All complaints should be recorded in a log book, with brief details of the complaint, date and ultimate manner of resolution and made available to the Agency when requested, within two working days.

5.3 Unresolved complaints should be referred by the Local HomeBuy Agent to the Agency or to the Housing Ombudsman.

6 Information and confidentiality

6.1 The parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement.

6.2 Clause 6.1, shall not apply to:

6.2.1 any disclosure of information that is reasonably required by either party in order to perform its obligations under this Agreement;

6.2.2 any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 6;

6.2.3 any disclosure which is required by any law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory body having the force of law;

6.2.4 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

- 6.2.5 any disclosure of information by the Local HomeBuy Agent to the Agency or to any other department, office or agency of the Government (including any local authority);
- 6.2.6 any disclosure for the purpose of
- (a) the examination, auditing or certification of the Agency's or the Local HomeBuy Agent's accounts; or
 - (b) Any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Agency has used its resources.
- 6.3 The Grant Recipient shall not make use of the Agreement or any information issued or provided by or on behalf of the Local HomeBuy Agent in connection with the Agreement otherwise than for the purpose of the Agreement, except with the written consent of the Local HomeBuy Agent.
- 6.4 The parties acknowledge that the Agency is subject to the requirements of the FOIA and the Environmental Information Regulations and is expected to abide by the Code of Practice. The parties shall assist and co-operate with the Agency (at each party's expense) to enable the Agency to comply with these information disclosure requirements.
- 6.5 The Grant Recipient shall:
- 6.5.1 provide the Local HomeBuy Agent with a copy of all Information in its possession, power or control in the form that the Local HomeBuy Agent requires within five (5) Business Days (or such other period as the Local HomeBuy Agent may specify) of the Local HomeBuy Agent requesting that Information; and
 - 6.5.2 provide all necessary assistance as is reasonably requested by the Local HomeBuy Agent to enable the Agency to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations,
- and the Grant Recipient shall be liable for and hereby indemnifies the Local HomeBuy Agent from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by the Local HomeBuy Agent where and to the extent that the same arise in connection with any breach of this Clause 6.5.2 by the Grant Recipient or any of its employees or agents.
- 6.6 If the Grant Recipient considers that all or any Information provided to the Local HomeBuy Agent under Clause 6.5 is a "trade secret" in accordance with Section 43(1) of the FOIA or is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party in accordance with Section 43(2) of the FOIA, or a duty of confidentiality applies under Section 41(1) of the FOIA, or is exempt by the operation of any other provision of FOIA, the Grant Recipient shall ensure that the relevant

Information and the claimed exemption is clearly identified to the Local HomeBuy Agent who shall confirm the same to the Agency. Notwithstanding any such identification, the Agency shall be solely responsible for determining at its absolute discretion whether such Information and/or any other information:-

6.6.1 is exempt from disclosure in accordance with the provisions of the Code of Practice, the FOIA or the Environmental Information Regulations; or

6.6.2 is to be disclosed in response to a Request for Information.

6.7 In no event shall the Grant Recipient respond directly to any requests for information from members of the public save as permitted under the terms of this Agreement.

6.8 The parties acknowledge that the Agency may, acting in accordance with the recommendations set out in the Code of Practice, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-

6.8.1 without consulting with the parties; or

6.8.2 following consultation with the parties and having considered their views

6.9 The parties acknowledge that the National Audit Office has the right to publish details of the Agreement in its relevant reports to Parliament

7 Right to use documents

7.1 The unrestricted right to use any document or data produced by the Grant Recipient, exclusively for purposes of this Agreement shall be vested in the Local HomeBuy Agent and the Agency.

8 Notices

8.1 Notice served under this Agreement shall be served in accordance with S196 of the Law of Property Act (as amended).

9 Disputes

9.1 This Agreement is subject to the law of England and Wales and any dispute or difference arising between the parties hereunder shall be referred to the non-exclusive jurisdiction of the courts of England and Wales.

10 Third Parties

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Specification

11 The Local HomeBuy Agent's obligations

11.1 The Local HomeBuy Agent has been commissioned by the Agency to:

- 11.1.1 Offer a one-stop-shop service to qualifying applicants enquiring and applying for LCHO Schemes;
- 11.1.2 Assess eligibility and affordability level for individual qualifying applicants in relation to LCHO Schemes and maintain a database of qualifying applicants;
- 11.1.3 Make available information about the range of LCHO Schemes available to the qualifying applicants and to provide information (where reasonably practicable) to such qualifying applicants on other low cost schemes for sale and rent within the Zone;
- 11.1.4 Advise Grant Recipients and the Agency on marketing strategies for delivering individual LCHO Schemes;
- 11.1.5 Engage (or establish and maintain effective working relationships) with regional and local stakeholders, particularly (but not limited to) Local Authorities, Choice Based Lettings, strategic local partnerships, developing organisations, Regional Stakeholders and local employers to ensure effective targeting of assistance to eligible groups in accordance with the priorities in Paragraph 4.5;
- 11.1.6 Provide lists of qualifying applicants to relevant Grant Recipients and employers selling and renting homes which are part of a LCHO Scheme;
- 11.1.7 Provide the Agency and other key stakeholders (including but not limited to the CLG, the Regional Stakeholders and the Local Authority) with such statistics and monitoring information relating to applications received, numbers of qualifying applicants and numbers of qualifying applicants assisted to access available LCHO Schemes together with any such additional monitoring information as may be reasonably required;
- 11.1.8 Liaise with the Agency, other Local HomeBuy Agents and developing organisations in order to share and develop standardised best practice for Local HomeBuy Agents relating to compliance with the Specification;

12 Grant Recipients obligations

12.1 Grant Recipients are required to:

- 12.1.1 Co-brand all adverts/publicity material that promotes the FIRST STEPS shared ownership with both the Grant Recipients brand logo and the FIRST STEPS brand logo;
- 12.1.2 Provide the HomeBuy Agents with regular monthly sales/lettings completions data to allow statistical information to be collected that evaluates the impact of shared ownership and intermediate rent products.

13 Enquiries from qualifying applicants

13.1 Enquiries about LCHO Schemes will be made in several ways:

- 13.1.1 Direct to the Local HomeBuy Agent through the Local HomeBuy Agent's dedicated phone line and/or web site;
- 13.1.2 Via the qualifying applicant's employer;
- 13.1.3 Via a Grant Recipient;
- 13.1.4 Via the local authority;
- 13.1.5 Via lenders engaged in the provision of Open Market HomeBuy; or
- 13.1.6 Via any nationally based website commissioned by or on behalf of the Agency in order to promote individual or multiple LCHO Schemes.

13.2 Where possible enquirers to Grant Recipients and/or the Local HomeBuy Agent should be initially questioned to ensure they meet the initial eligibility criteria set by the Agency, the CLG and/or the Regional Stakeholders. They should:

- 13.2.1 Not have a Household Income in excess of the published levels of recommended income; and
- 13.2.2 Be able to demonstrate to the Local HomeBuy Agent that they can sustain home ownership in the longer term (which may include for the avoidance of doubt persons subject to immigration control) (sale products only).

13.3 Enquirers from all sources that meet this initial eligibility should be provided with the Local HomeBuy Agent's standard application form and information booklet. To assist with this, the Local HomeBuy Agent shall supply copies of application forms and supporting information to Grant Recipients within 4 Working Days of a request to enable them to supply such documents directly to qualifying applicants.

Performance standard:

- ***All qualifying applicants and/or the Grant Recipient will be sent an application form and the supporting information within four (4) Working Days of their enquiry or request***

14 Applications

- 14.1 Completed application forms are to be returned to the Local HomeBuy Agent responsible for the Zone in which the qualifying applicant currently resides. Save in the case of qualifying applicants who wish to move to a Zone where they do not currently live (a Transferring Applicant), who shall be required to submit an application form to the Local HomeBuy Agent for the relevant Zone to which the Transferring Applicant wishes to move. Upon receipt of an application from a Transferring Applicant, the Local HomeBuy Agent shall notify the Local HomeBuy Agent for the Zone in which the Transferring Applicant currently resides of the applicant details to enable their records to be updated accordingly.
- 14.2 The Local HomeBuy Agent will assess the application against eligibility criteria set by the Agency, the CLG and/or the Regional Stakeholders, register the qualifying applicant on a database and inform the qualifying applicant of their status (accepted, rejected or on-hold (i.e. awaiting further information)) via the Eligibility Approval Letter.
- 14.3 In determining the qualifying applicant's eligibility for particular schemes the Local HomeBuy Agent shall assess the financial status (including the Household Income) for each qualifying applicant and shall determine the types of LCHO Scheme the qualifying applicant is eligible to be put forward for (based on the requirements of the Affordable Housing Capital Funding Guide and the Agency).
- 14.4 In respect of qualifying applicants for the purchase of properties at LCHO Schemes, or to confirming a qualifying applicant's eligibility status pursuant to the Eligibility Approval Letter, the Local HomeBuy Agent shall advise each qualifying applicant in writing:
- 14.4.1 To consult an independent financial advisor. (Where appropriate the Local HomeBuy Agent may refer qualifying applicants to a nominated panel of independent financial advisors);
- 14.4.2 That any money paid to a Grant Recipient in order to reserve a particular property is paid at the qualifying applicant's risk (save where such property is withdrawn from such reservation at the discretion of the Grant Recipient);
- 14.4.3 The size and type of property the qualifying applicant shall be eligible to purchase under the LCHO Schemes which shall be determined in accordance with the requirements of the Agency.

Performance Standard:

- ***Once an application form is completed and received by the Local HomeBuy Agent, it will be assessed and qualifying applicants will be sent confirmation of their eligibility and affordability status (which in the case of applications for FTBI Schemes or HomeBuy Direct Schemes shall be via the Eligibility Approval Letter and shall include notification of their Prescribed Mortgage Level) and details of the currently available LCHO Schemes within the Zone within four (4) Working Days. (note: It will occasionally be necessary to send forms back to qualifying applicants when they are incomplete in which case the four (4) day period will commence on the date the outstanding information is received by the Local HomeBuy Agent)***

15 Requests for lists of qualifying applicants

- 15.1 The Local HomeBuy Agent shall, in response to a request from the Agency or a Grant Recipient, supply a list of qualifying applicants for their LCHO Schemes. Requests for lists must be made by email or as otherwise agreed between the parties. The template will allow the Grant Recipient to request the profile of buyers that match their scheme, household composition, household size, etc.
- 15.2 Grant Recipients can make as many requests for lists as they require provided such requests are reasonable. It should be noted that schemes can be allocated to qualifying applicants who work/live in any Zone, it may therefore be necessary for lists to be obtained from more than one Local HomeBuy Agent.
- 15.3 Where there is a resale of a dwelling which is part of a LCHO Scheme (excluding Open Market HomeBuy) the Grant Recipient will advise the Local HomeBuy Agent of the vacancy or resale and the Local HomeBuy Agent will then provide details of qualifying applicants registered on the database within four (4) Working Days.
- 15.4 In compiling a list of qualifying applicants, the Local HomeBuy Agent shall specify an order of priority for the qualifying applicants on the list which shall be in accordance with the priority groups (and their relative priorities) specified by the Agency from time to time.
- 15.5 The Local HomeBuy Agent must be informed within four (4) Working Days when a qualifying applicant from the list is allocated a property. This is necessary to ensure that qualifying applicants that have been allocated homes are not sent details of schemes operated by other Grant Recipients.
- 15.6 The Local HomeBuy Agent must be informed within four (4) Working Days where a qualifying applicant from the list either declines a property or withdraws from a purchase or letting prior to completion. Where possible the Grant Recipient shall inform the Local HomeBuy Agent of the qualifying applicant's reasons for such refusal or withdrawal.

- 15.7 No qualifying applicants can be allocated a property under any of the LCHO Schemes unless they have completed a standard application form, have registered their details with the Local HomeBuy Agent and have been notified of the outcome of their eligibility and affordability assessment.
- 15.8 The Grant Recipient must refresh their lists every 28 days, by which is meant that they request an updated version from the Local HomeBuy Agent and will delete all former versions in existence.

Performance Standard:

- ***Lists of qualifying applicants will be provided by the Local HomeBuy Agent to the Grant Recipient within 4 Working Days of receipt of a request.***

16 Data protection

- 16.1 At least once every six (6) months the Local HomeBuy Agent will write to all qualifying applicants to confirm that they wish to remain on the register and to check that the details held on the database are still correct. If no reply is received, qualifying applicants will be held in a suspense file for two months prior to deletion.
- 16.2 Management of the database will be carried out in compliance with the Data Protection Act 1998.
- 16.3 Use of the information provided on application forms and held on the database is strictly limited to the sole purpose of providing information, and advice regarding the availability of homes provided under the LCHO Schemes in the qualifying applicants' area of choice.
- 16.4 Permission must be obtained from qualifying applicants before using their personal details for any other purpose.
- 16.5 Applicant details will be removed from the database within four (4) Working Days upon direct request.
- 16.6 Organisations bidding to the Agency for funding for new LCHO Schemes may require information in order to submit their bids. The Local HomeBuy Agent shall provide such information in response to any reasonable requests (provided the provision of such information does not contravene any requirements of the Data Protection Act 1998) within four (4) Working Days of receipt of a request.
- 16.7 The Local HomeBuy Agent already provides information by sub-region and local authority to assist organisations with their Agency bids. The HomeBuy Agent therefore reserves the right to charge for the production of reports that fall outside the existing reporting arrangements.

Performance Standard

- ***All qualifying applicants held on the database will be contacted at least six(6)-monthly and asked if their details are current and if they want to remain registered***


**ADDENDUM TO THE SERVICE LEVEL AGREEMENT / DATA PROTECTION
DECLARATION – point 6 of this SLA**

We hereby acknowledge that as part of our provision of low cost home ownership schemes funded by the Homes and Communities Agency, we will be handling personal data and confirm that we will treat such data in accordance with our obligations as data controllers (as defined by the Data Protection Act 1998 (the **DPA**) as amended or re-enacted from time to time. In processing any such data, we undertake to act in accordance with the DPA at all times and will only disclose such data to the extent necessary and only in accordance with the DPA.

AS WITNESS the hands of persons duly authorised on behalf of the parties the day and year first before written.

[Execution Clause for
Local HomeBuy Agent]


Catherine Boote (L&Q)


Colin McLennon (MHO)

[Execution Clause for
Grant Recipient]

SCHEDULE 19

NOMINATIONS AGREEMENT

THIS AGREEMENT is made on
201

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST** of Town Hall, Forest Road, Walthamstow, London, E17 4JA ("the Council") of the first part
- (2) **HOUSING ASSOCIATION** (Industrial and Provident Societies number xxx) whose registered office is at xxx ("the Association") of the second part

WHEREAS:

1. The Council is a local authority for the purposes of the Local Government Act 1972 and a local housing authority for the purposes of the Housing Act 1985, Part I
2. The Association is a registered provider within the meaning of Section 80 of the Housing and Regeneration Act 2008 and is registered under the Industrial and Provident Societies Act 1965
3. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Land is situated

4. By a transfer ("the Transfer") of [insert date] the Developer transferred part of the Land containing the Affordable Housing Units ("the Site") to the Association so as to facilitate the management of the Affordable Housing Units by the Association

NOW THIS DEED WITNESSES and it is agreed as follows:

5. DEFINITIONS

- 5.1 In this Agreement the following expressions shall unless the context otherwise require have the following meanings:-

"the Affordable Housing Units" the [insert number] Affordable Rented Units and the [insert number] Social Rented Units as defined and described in the Section 106 Agreement and being constructed pursuant to the Planning Permission on the Site

"the Agreement" means this agreement made by deed between the Council and the Association

"the Developer" means [insert name of developer and registered address]

"GLA" means the government body established by the Housing and Regeneration Act 2008 responsible for the delivery and funding of housing and regeneration projects in England whose London address is currently at Maple House 149 Tottenham Court Road London W1T 7BN or any statutory successor or agent

"Housing Allocation Scheme"	the Council's scheme, policy, protocol or method for allocating housing to those on the Council's housing waiting list and/or in need of priority housing
"Housing Needs Indicator"	the housing needs indicator is a measure of the relative requirement within each borough of the Sub Region of new housing provision
"the Land"	the land and premises known as [insert description] shown edged in red on Plan 1 and registered at HM Land Registry under title number [insert title number] and being the land to which the Planning Permission relates
"Nomination Notice"	means a written notice given by the Council to the Association which contains details of the Nominee(s)
"Nomination Rights"	shall mean the rights granted by the Association to the Council to nominate tenants to the Affordable Housing Units as set out in this Agreement
"Nominee(s)"	means a person(s) named in a Nomination Agreement
"Non-True Void"	where an Affordable Housing Unit is vacant as a result of: <ul style="list-style-type: none"> a. a tenant having been decanted to alternative accommodation temporarily but with the intention of returning to the Affordable Housing Unit

- b. voids created through tenant transfer in the borough within the Association's stock (a mutual exchange)
- c. a tenant having been re-housed via any mobility scheme where a right to nominate a tenant to the Association's Housing stock is required in return
- d. a tenant having been moved or having been transferred in such other circumstances as the Parties hereto may agree from time to time in writing as not being True Voids

"the Parties" the parties to this Agreement and their successors in title

"Plan 1" means the plan annexed at Schedule 1

"Plan 2" means the plan annexed at Schedule 2

"Planning Permission" means the permission issued by the Council as local planning authority to the Developer in respect of the Land on *[insert date]* under planning reference *[insert planning reference]* for the construction of *[insert description of the development]*

"Practical Completion Date" means the date when the Affordable Housing Units are structurally complete and ready for residential occupation notice of such date to be

notified to the Council by the Developer in accordance with the provisions of the Section 106 Agreement

"the Section 106 Agreement"

the agreement containing planning obligations under Section 106 of the Town and Country Planning Act 1990 (as amended) dated [insert date] and made between the Council, the Developer and [insert names of other parties] in respect of the Land and pursuant to the Planning Permission

"the Site"

the land containing the Affordable Housing Units known as [insert description] shown edged red on Plan 2 and registered at HM Land Registry under title number [insert title number]

"Sub-Region"

the London Boroughs of Hackney, Waltham Forest, Newham, Redbridge, Tower Hamlets, Barking & Dagenham, Havering and the Corporation of London and their successors in title

"Tenancy Agreement"

means a tenancy agreement between the Association and a Nominee in the Association's standard form

"True Void"

means an Affordable Housing Unit being vacant as a result of :

(a) the tenant having moved to other accommodation

(b) 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

(c) the tenant having purchased the Affordable Housing Unit

(d) the tenant having been evicted or having abandoned the Affordable Housing Unit

(e) the Affordable Housing Unit becoming vacant for any other reason other than a Non-True Void

"Vacancy Notice" means a written notice given by the Association to the Council that a Affordable Housing Unit is vacant

Working Day means any day Monday to Friday but excluding Bank and Public Holidays

6. Enabling Powers & Interpretations

6.1 This Agreement is made under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers

7. Association's covenants

7.1 The Association covenants with the Council that it shall observe the covenants, restrictions and obligations contained in the Section 106 Agreement that relate to the Affordable Housing Units and the Site

8. Council's right to nominate tenants

- 8.1 The Association grants to the Council the right to nominate tenants to occupy the Affordable Housing Units in perpetuity from the Practical Completion Date

New Build

- 8.2 The Association shall grant to the Council the right to nominate tenants to occupy the Affordable Housing Units as per the formula contained in the East London Sub Region Nominations Protocol as follows:

- 50% - host borough
- 25% - developing registered provider
- Remainder - the Housing Needs Indicator for each borough within the Sub Region shall be applied to this

- 8.3 The Council expects the 25% for the developing registered provider, as referred to in Clause 8.2, to go to the Council

- 8.4 Where the East London Sub Region Nominations Protocol does not apply the Association shall grant to the Council the right to nominate tenants on 100% of all new lettings

Re-lets

- 8.5 The Association shall grant to the Council the right to nominate tenants to occupy the Affordable Housing Units in accordance with the following ratio:

- 75% of the True Voids for all the Affordable Housing Units

and for the avoidance of doubt this 75% of True Voids shall relate to a range of unit sizes and not limited to 1 and 2 bed units

9. Exercise of Nomination Rights

9.1 The Nomination Rights shall be exercised from the Practical Completion Date in accordance with the Council's Housing Allocation Scheme

9.2 No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with exercise of the Nomination Rights

10. Disposal of the Site

10.1 THE Association AGREES with the Council that during the period of this Agreement the Association will not dispose of the Site or any part of it except:

10.1.1 in accordance with the provisions of this Agreement or

10.1.2 to a purchaser or transferee who is a registered provider within the meaning given in the Housing and Regeneration Act 2008 who is willing to enter into an agreement on similar terms to this Agreement in so far as such obligations remain to be observed and performed and prior to any such disposal the Association must seek the written consent of the Council such consent not to be unreasonably withheld or delayed or

10.1.3 to a purchaser of an Affordable Housing Unit exercising a statutory right to acquire or by way of a mortgage charge or loan taken out by the Association and secured against the Site

AND for the avoidance of doubt it is confirmed that the terms of this Agreement shall not be binding upon a lender mortgagee or chargee of the Association exercising its power of sale nor shall it bind a receiver of the Association

11. Rent

11.1 The Association agrees that the initial rent for each Affordable Housing Unit and subsequent rent increases will be set in accordance with the provisions of the Section 106 Agreement

12. Procedure

12.1 The Association shall serve Vacancy Notices in respect of the Affordable Housing Units at least 8 weeks prior to the Practical Completion Date

12.2 Within 10 Working Days of the date of receipt of a Vacancy Notice in respect of an Affordable Housing Unit the Council shall serve on the Association no more than 1 Nomination Notice for each vacancy

- 12.3 As soon as reasonably practicable thereafter the Association shall offer a Tenancy Agreement to the Nominee(s) named in the Nomination Notice in such priority order as the Council may specify in writing
- 12.4 If any or all of the Nominees named in each Nomination Notice reject the Association's offer of a Tenancy Agreement the Association shall serve a second Vacancy Notice whereupon the procedure set out in Clauses 12.1 to 12.3 shall be repeated
- 12.5 The Association shall supply the Council with full details of any offer of a Tenancy Agreement made by the Association within 5 Working Days of the offer made and shall notify the Council as soon as reasonably practicable of the outcome.
- 12.6 If the Association does not offer a Tenancy Agreement to any Nominee specified in the Nomination Notice served by the Council under Clause 12.2 it must supply the Council with full details of the reason for not making any offer as soon as reasonably practicable.
- 12.7 In the case of the rejection of an offer by the Nominee, full details of reasons for rejection and indication of whether the Nominee intends to appeal, the suitability of the offer should be provided to the Council within 2 Working Days of the Nominee rejecting the offer.

13. Monitoring

- 13.1 The Association shall provide to the Council quarterly monitoring reports in a format provided by the Council detailing how the Association has complied with Clause 8 of this Agreement, these shall be provided by the end of April, July, October and January of each year.

14. Disputes

- 14.1 In the event that any difference arises between the Parties with regard to this Agreement such dispute shall in the first instance be referred to *[specify]* of the Association and the Head of Strategic Housing and Investment of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral
- 14.2 If such dispute cannot be resolved as provided for in clause 14.1 above then the dispute shall be referred to the determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen shall act as an expert and not as an arbitrator but shall consider written representations made to him/her by the Parties and the costs of such persons shall be borne as (s)he may determine

15. Council as a local authority

- 15.1 Nothing contained or implied in this Agreement 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 dwellings constructed on the Site as if this Agreement had not been executed by it

16. Full agreement

- 16.1 This Agreement contains all the terms expressly agreed between the Parties in respect of the exercise of the Nomination Rights and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by the Council where such variation is required by statute order byelaw or statutory instrument which has the effect of varying or removing from the Council its statutory responsibility

17 Notices

- 17.1 Any notice (or other communication) required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice (or communication) at its address as set out below:

Council: Strategic Housing, London Borough of Waltham Forest, Town Hall complex, Sycamore House, London, E17 4JF

Association: [NAME OF CONTACT] [ADDRESS];

or as otherwise specified by the relevant person by notice in writing to each other person.

SCHEDULE 20

THE DRAFT PLANNING PERMISSION

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DRAFT

Fairview New Homes Ltd
Mr Ricardo Rossetti
50 Lancaster Road
Enfield
Middlesex : EN2 0BY

Date of Decision:

TOWN AND COUNTRY PLANNING ACT 1990

Application no: 2012/0980

Description of work: New build residential accommodation in buildings ranging between 2 and 4 storeys in height comprising 88 residential units (11 x 1 bed, 49 x 2 bed, 20 x 3 bed and 8 x 4 bed) and retention and conversion of "old Town Hall" into residential accommodation comprising 5 flats (4 x 2 bed and 1 x 1 bed) (total 93 residential units), provision of 111 car parking spaces.

Location of work: Chingford Municipal Offices
16 The Ridgeway
Chingford
London; E4 6PS

Your application together with attached drawings for the above development has been considered and in pursuance of the powers exercised by them as local planning authority this Council DO HEREBY GIVE NOTICE of the decision to GRANT permission for the development.

Subject to compliance with the following conditions:

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

DRAFT

- 2 The development hereby approved shall be built in accordance with the following plan numbers received 10th December 2012:

- * FNH397_P_100 Rev B
- * FNH397_P_C_101 Rev C
- * FNH397_P_102 Rev A
- * FNH397_P_103 Rev A
- * FNH397_P_104 Rev A
- * FNH397_P_105 Rev A
- * FNH397_P_110 Rev B
- * FNH397_P_111 Rev A
- * FNH397_P_120 Rev A
- * FNH397_P_121 Rev A
- * FNH397_P_130 Rev B
- * FNH397_P_131 Rev A
- * FNH397_P_140 Rev B
- * FNH397_P_141 Rev B
- * FNH397_P_151 Rev A
- * FNH397_P_161 Rev A
- * FNH397_P_C_180 Rev A
- * FNH397_P_C_181 Rev A
- * FNH397_P_200 Rev C

The following plan numbers received 1st November 2012:

- * FNH397_P_112 Rev A
- * FNH397_P_150 Rev A

And the following plan numbers received 14th June 2012:

- * FNH397_P_122
- * FNH397_P_132
- * FNH397_P_160
- * FNH397_P_170
- * FNH397_P_171
- * FNH397_P_201.

- 3 No development shall be carried out prior to the carrying out of a suitable and sufficient site investigation to determine the presence of contaminants, including ground-exhaled gases. The full methodology and full results of the investigation and details of remedial measures proposed for the treatment of the contamination on the site shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. The submitted information shall include measures to prevent the mitigation of contaminants, to protect structures and services and to protect future maintenance personnel, and prevent pollution of the groundwater and surface water (including provision of monitoring thereof).
- 4 Prior to commencement of development, details of the remedial measures proposed for the treatment of the contamination of the site shall be submitted to and approved in writing by the Local Planning Authority. The contamination shall be fully treated in accordance with the approved measures.
- 5 During the course of construction and carrying out of the development approved, access shall be provided to Council officers and their agents to ensure that any unforeseen contamination problems are recognised and any such contamination shall be treated by remedial action specified by the Council or their agent or as agreed in writing.

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- 6 The applicant shall be required to provide certification on completion of remedial works from the specialist contractor that the works were completed wholly in accordance with the agreed details.
- 7 Notwithstanding any indications shown on the submitted plans, samples and a schedule of materials for shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the development. The development shall thereafter be carried out in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.
- 8 Prior to the commencement of development, a plan indicating the positions, design, materials and type of boundary treatment and other means of enclosure to be erected has been submitted to, and approved in writing by the Local Planning Authority. The boundary treatment shall be completed before the buildings are occupied. The development shall be carried out in accordance with the approved details and thereafter be permanently retained.
- 9 The development hereby permitted, as detailed in the submitted and approved drawings, shall be built to 'Lifetime Homes' standards, and thereafter retained to those standards.
- 10 The development hereby permitted shall not commence until there has been submitted to, and approved by, the Local Planning Authority, a scheme of hard and soft landscape works which shall include a survey of all existing trees and hedgerows on the land, indicating those to be retained and those to be lost. Details of those to be retained, together with measures for their protection in the course of the development, shall also be submitted and approved, and carried out in accordance with such approval, prior to any demolition or any other site works, and retained until the development is completed. Soft landscape works shall include: planting plans, and schedules of plants, noting species, plant sizes and proposed numbers/densities within a planting schedule, also the method of planting including soil composition, tying and staking, a maintenance care regime including mulching and watering and the replacement of any species that die within 5 years of planting.
- 11 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out not later than the first planting and seeding seasons prior to the occupation of the building(s), or the completion of the development, whichever is the sooner. Any new trees or shrubs which, within a period of 5 years from the completion of the development, die, are removed, or become seriously damaged or diseased, shall be replaced in the next planting season, with others of a similar size and species, unless the Local Authority agrees any variation in writing.
- 12 The retained trees as shown on drawing No. FNH397 LS/03B received 9th October 2012 shall be protected during construction works strictly in accordance with the recommendations contained in the Tree Survey & Arboricultural Implications Assessment dated 9th October 2012 with particular regard to timing of operations, tree protection, fencing and arboricultural supervision. All works shall comply with British Standard 5837:2012 'Trees in relation to design, demolition and construction - Recommendations'.

DRAFT

- 13 Notwithstanding any indication on the submitted drawings no development shall take place until a schedule showing the number and location of all cycle parking spaces and details of secure and sheltered cycle storage facilities (including their design and materials) has been submitted to and agreed in writing by the local planning authority. The agreed facilities shall be fully implemented prior to occupation of any of the dwellings and shall be permanently retained thereafter.
- 14 The development hereby permitted shall not be occupied or used until a scheme for i) the storage and disposal of refuse/waste/ and recycling materials and ii) vehicular access to facilitate means of access and collection of refuse, including confirmation of tracked/swept paths thereto has been submitted to and approved in writing by the Local Planning Authority prior to commencement of development and agreed facilities and access arrangements provided prior to first occupation of any of the residential units hereby approved and thereafter retained in the agreed form.
- 15 Development shall not commence until a surface water drainage system for the site based on sustainable drainage principles has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 years rainfall event plus 30% allowance for climate change will not exceed the run off from the present site following the corresponding rainfall event. The scheme shall be subsequently be implemented in accordance with the approved details before the development is completed.
- 16 A minimum of eight of the residential units hereby permitted shall be built as wheelchair accessible housing or adaptable to wheelchair housing, in accordance with the submitted schedule of residential units received 13th November 2012, details which are to be submitted to and approved in writing by the Local Planning Authority prior to occupation of any of these wheelchair accessible housing or wheelchair adaptable housing and thereafter permanently retained.
- 17 All residential units shall be constructed to comply with the Council's Inclusive Design for Residential Buildings Supplementary Planning Document May (2011). Step-free access (with no step or raised threshold) shall be achieved to all ground floor units and entrance doors shall have a minimum clear opening width of 900mm. Where ramps are necessary to provide such step free access they should have a minimum gradient of 1:20 and a level landing of a minimum 1.5 x 1.5 m at either end of the ramp.
- 18 Prior to the commencement of development hereby approved details of a scheme to allow disabled access to the ground floor residential units within the old Town Hall building shall be submitted to and agreed in writing by the local Planning Authority. The agreed works shall be implemented prior to occupation of the first residential unit of accommodation.
- 19 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking or re-enacting that order with or without modification), no development which would otherwise fall within Classes A, B, D, E and F in Part 1 of Schedule 2 to that Order shall be carried out to the proposed houses without the prior written permission of the Local Planning Authority.

DRAFT

- 20 Notwithstanding the provisions of the Town and Country Planning (General Permitted development) Order 1995 as amended, (or any order revoking and re-enacting that order), no windows or openings, other than those shown on the drawings hereby approved shall be installed in any elevation (including the roofs) of any of the residential units (to include new build dwellinghouses and flats and those flats within the old Town Hall building) hereby permitted without planning permission having first been obtained via the submission of a planning application to the Local Planning Authority.
- 21 Prior to commencement of each relevant phase of the development hereby permitted, details that show how the principles and practices of Secured By Design to minimise the risk of crime in a visually acceptable manner and meet the specific security needs of the application site / development shall be submitted to and approved in writing by the Local Planning Authority. Such details shall be approved prior to occupation of any of the residential units and thereafter retained.
- 22 Notwithstanding the information shown on the submitted plans, details of car parking (including disabled spaces) and a Car Parking Management Plan shall be submitted to and approved in writing by the Local Planning Authority prior to first use or occupation. The Car Parking Management Plan shall be implemented in accordance with the agreed details and shall thereafter be maintained as such for the life of the development unless otherwise agreed in writing by the Local Planning Authority. The car parking spaces shall only be used for cars and motor vehicles and for no other purpose.
- 23 No development shall take place until an Energy Strategy / Sustainability Statement in accordance with the principles contained in the submitted reports: Energy Strategy Statement (April 2012, Think3) and Sustainability Statement (July 2012, Think3) detailing (i) an energy strategy detailing provision for energy generation within the development (20% of which shall be from renewable sources) and (ii) measures to be incorporated within the new development to improve energy efficiency and to meet a minimum Level 4 of Code for Sustainable Homes has been submitted to and approved in writing by the Local Planning Authority. The approved measures shall be incorporated into the development prior to occupation and thereafter maintained and independent verification provided to the Local Planning Authority within six months of completion of the development.
- 24 Prior to commencement of development, details of electric charging point locations and technical specifications (to be provided at a level of 20% of all spaces) shall be submitted to and approved in writing by the Local Planning Authority. Such details as approved shall be implemented in accordance with the approved details prior to first use or occupation of any part of the development and thereafter permanently retained.

DRAFT

- 25 No development shall take place until a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscaped areas (except privately owned domestic gardens), shall be submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as to be approved and any subsequent variations shall be agreed in writing by the local planning authority. The scheme shall include the following elements i) Detail extent as to size and type of new planting (NB planting to be of native species would be preferable), ii) Details of maintenance regimes, iii) Details of new and enhanced habitat created on site as outlined in the Extended Phase 1 Habitat Survey by Thomson Ecology (May 2012) and iv) Details of management responsibilities.
- 26 No development shall take place until details of all forms of external illumination and external lighting on the buildings and around the site have been submitted to and approved in writing by the Local Planning Authority. The approved details shall be fully implemented prior to the first occupation of any of the residential units.
- 27 No plumbing or drainage pipes or other service installations other than rainwater pipes shall be fixed to the front elevations of the buildings without the prior written approval of the Local Planning Authority.
- 28 A) No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the Local Planning Authority. B) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved under Part A). C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part A) and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.
- 29 No development shall take place until an Environmental Management Plan to include the installation of bird boxes and bat roosting boxes on new buildings and trees and landscaping enhancement measures to be undertaken have been submitted to and approved in writing by the Local Planning Authority. The enhancement measures and management plan shall be implemented in accordance with the agreed details and agreed in writing with the Council.
- 30 No development shall take place until recommendations for further surveys and mitigation measures contained in and based on the recommendations contained in the Extended Phase 1 Habitat Survey in respect of protected species (bats) has been submitted to and approved in writing by the Local Planning Authority. In particular an inspection of the site including the retained old Town Hall building shall be undertaken by a qualified ecologist immediately prior to removal of any of the trees and prior to any work being commenced to the old Town Hall building to ensure that bats remain absent. The agreed survey, mitigation and enhancement measures shall be implemented in accordance with the agreed details and to ensure conformity with the Wildlife and Countryside Act 1981 as amended.

DRAFT

- 31 Prior to the commencement of development, details of the proposed works of refurbishment, including the use of any new materials, including windows and doors shall be submitted to, and approved in writing by the Local Planning Authority. The works shall be completed before the any of the units within the converted building are occupied for residential use and in accordance with the approved details.
- 32 The development shall be carried out in accordance with the principles contained in the Noise Report / Assessment (Grant Acoustics, 24th April 2012) in respect of external and internal noise levels and a scheme of mitigation measures including glazing and ventilation requirements shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. The approved mitigation and attenuation measures shall be designed to reduce the potential noise from road traffic and other noise sources including from the operation of the Fire Station and shall be implemented prior to first occupation of any of the residential units hereby approved and shall be thereafter fully maintained.

Reasons

1. To comply with the provisions of Section 91 of the Town & Country Planning Act 1990.
2. For the avoidance of doubt and in the interests of proper planning.
3. In the interests of the future health of occupiers of the development and to prevent pollution of groundwater, in accordance with policy CS13 of the Waltham Forest Local Plan Core Strategy (2012).
4. In the interests of the future health of occupiers of the development and to prevent pollution of groundwater, in accordance with policy CS13 of the Waltham Forest Local Plan Core Strategy (2012).
5. In the interests of the future health of occupiers of the development and to prevent pollution of groundwater, in accordance with policy CS13 of the Waltham Forest Local Plan Core Strategy (2012).
6. In the interests of the future health of occupiers of the development and to prevent pollution of groundwater, in accordance with policy CS13 of the Waltham Forest Local Plan Core Strategy (2012).
7. To ensure a satisfactory appearance in accordance with policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).
8. To safeguard the amenity of neighbouring residents and the character of the locality in accordance with the policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).

DRAFT

9. To ensure inclusive development and provision of 'Lifetime Homes' standard housing in accordance with policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).
10. To safeguard the appearance and character of the area, and to enhance the appearance of the development in accordance with policies CS5 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).
11. To safeguard the appearance and character of the area, and to enhance the appearance of the development in accordance with policies CS5 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).
12. To safeguard the health and amenity value of the retained trees in accordance with policy CS5 of the Waltham Forest Local Plan Core Strategy (2012).
13. To ensure that adequate cycle parking is available on site and to promote sustainable modes of transport in accordance with policy TSP5 of the Waltham Forest Local Plan Core Strategy (2012).
14. To ensure adequate standards of hygiene and refuse/waste collection without prejudice to the enjoyment by neighbouring occupiers of their properties in accordance with policies CS6 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).
15. To prevent the increased risk of flooding, both on- and off-site ensure that adequate drainage facilities are provided in accordance with policies CS4 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).
16. To ensure adequate provision of wheelchair accessible housing is provided as part of the development and to respond to future housing needs for those with disabilities in accordance with policy CS2 of the Waltham Forest Local Plan Core Strategy (2012).
17. To ensure that the development is fully accessible for all residents and in accordance with policies CS2 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).
18. In order to provide proper access for persons with disabilities to access the approved C3 residential use of the old Town Hall building in accordance with policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).
19. To safeguard the character of the area by restricting the amount of site coverage and size of dwelling and to safeguard the amenity of neighbouring residents in accordance with policies CS13 and CS15 Waltham Forest Local Plan Core Strategy (2012).
20. To enable the Local Planning Authority to control the form of any additional development to protect the amenity of neighbours in accordance with policies CS13 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).

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21. In the interests of creating safer and more sustainable communities and to safeguard amenity by reducing the risk of crime and the fear of crime, in accordance with Section 17 of the Crime & Disorder Act 1998 and policy CS16 of the Waltham Forest Local Plan Core Strategy (2012).
22. To ensure adequate provision of parking and a satisfactory form of development in accordance with policies CS7 and CS13 of the Waltham Forest Local Plan Core Strategy (2012).
23. In the interest of sustainability, energy efficiency and to provide a high quality development in accordance with policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).
24. In the interest of sustainability and to provide a high quality development in accordance with policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).
25. To ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with policies CS5 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).
26. In the interests of visual amenity and security in accordance with policy CS13 of the Waltham Forest Local Plan Core Strategy (2012).
27. In order to safeguard the appearance of the development in accordance with policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).
28. To secure the provision of archaeological excavation and the subsequent recording of the remains in the interest of national and local heritage in accordance with policy CS12 of the Waltham Forest Local Plan Core Strategy (2012).
29. Insufficient details are provided on the matters required and additional consideration is appropriate in order to mitigate any impacts on biodiversity interests and include enhancement measures in accordance with policy CS5 of the Waltham Forest Local Plan Core Strategy (2012).
30. Insufficient details are provided on the matters required and additional consideration is appropriate in order to mitigate any impacts on protected species and to include enhancement measures in accordance with policy CS5 of the Waltham Forest Local Plan Core Strategy (2012).
31. Insufficient details are provided on the matters required and additional consideration is appropriate to safeguard the appearance and character of the building and to enhance the appearance of the development in accordance with policies CS15 of the Waltham Forest Local Plan Core Strategy (2012).

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32. Insufficient details are provided on the matters required and additional consideration is appropriate in order to safeguard amenity in accordance with policy with policy CS13 of the Waltham Forest Local Plan Core Strategy (2012).

Informatives

1. A s106 Agreement has been entered into between the applicant and the London Borough of Waltham Forest in conjunction with the grant of planning permission towards a range of social, community and environmental infrastructure in the form of a financial contribution and non-financial commitments to include affordable housing and viability reassessment, phasing of works, highway works, education, health, environmental improvements and tree planting, a CAVAT payment, Travel Plan implementation and monitoring, employment and training strategy, marketing of wheelchair units, legal fees and monitoring costs.
2. To assist applicants, the Local Planning Authority has produced policies and written guidance, all of which is available on the Council's website and which offers a pre-planning application advice service. The scheme was submitted in accordance with guidance following pre-application discussions and the decision was delivered in a timely manner.
3. The application is subject of a Community Infrastructure Levy payment of £137,900, which shall be paid from the financial contribution that will be paid by the applicant / developer as part of the s106 Agreement.
4. The decision to grant permission has been taken having regard to the policies and proposals in the Waltham Forest Local Plan Core Strategy (2012) and to all other relevant material considerations as outlined in the application report. The application has been considered in respect of the following issues: the acceptability of the development in principle, housing provision, including supply, density, affordable housing, mix, and special needs housing, design and appearance, heritage considerations, standard of accommodation including amenity space, impact of development on residential amenity, traffic, parking and highways, environmental considerations, impact on existing trees and biodiversity, sustainability and energy efficiency, mitigation and viability and is considered to be acceptable in relation to these issues. Accordingly, the development has been considered against Policies CS1-CS7, CS12, CS13-CS16 of the Waltham Forest Local Plan Core Strategy (2012) and policies 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.11, 3.12, 3.13, 3.16, 4.3, 4.12, 5.1, 5.2, 5.3, 5.7, 5.12, 5.13, 5.14, 5.15, 5.17, 5.18, 5.21, 6.3, 6.9, 6.10, 6.13, 7.1, 7.2, 7.3, 7.4, 7.6, 7.8, 7.14, 7.15, 8.2, and 8.3 of the London Plan (2011). Where the development is not in accordance with a policy of the development plan, material

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- considerations justify the grant of planning permission.
5. The applicant's attention is drawn to the requirements in the attached Considerate Contractor Code of Practice, in the interests of minimising any adverse effects arising from building operations, and in particular the limitations on hours of working and avoiding deposit of mud on the highways.
 6. The applicant is encouraged to apply for Secured By Design accreditation where appropriate. This is a national Police initiative. It is designed to encourage the building industry to adopt crime prevention measures to assist in reducing the opportunity for crime and the fear of crime, creating safer, more secure and sustainable environments. It is recommended that the applicant apply for this award.
 7. The applicant is drawn to advice received from Thames Water: Surface Water Drainage: It is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777 to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.
 8. Water Comments: Thames Water will aim to provide customers with a minimum of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Water pipes. The developer should take account of this minimum pressure in the design of the proposed development. No impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement as the proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

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9. The development of this site is likely to damage heritage assets of archaeological interest. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The design should be in accordance with the appropriate English Heritage guidelines.
10. The applicant is reminded of the advice that is contained in the letters dated 18th September 2012 from the Environment Agency. (A copy of which can be provided by the Council).
11. Secured By Design measures should follow the design principles set out in the relevant Design Guides on the Secured By Design website: <http://www.securedbydesign.com/guides/index.aspx> and shall include the following requirements:
 - All main entrance door sets to individual dwellings and communal entrance door sets shall be made secure to standards, independently certified, set out in BS PAS 24-1:1999 'Security standard for domestic door sets';
 - All window sets on the ground floor of the development and those adjacent to flat roofs or large rainwater pipes [downpipes] shall be made secure to standards, independently certified, set out in BS.7950 'Security standard for domestic window sets'.

Head of Development Management
on behalf of London Borough of Waltham Forest