

## **SCHEDULE 1**

### **(Entry and Notification of the Commencement of Development)**

The Owner undertakes to the Council as follows:

- 1.1 to permit the Head of Development Management and any person or persons authorised by him reasonable access to the Land or any part of it at all reasonable times on reasonable notice and in compliance with the Owner's reasonable requirements to permit him or them to inspect the Development for the purpose of securing compliance with the terms of this Deed.
- 1.2 to give to the Council notice in writing, no later than seven days prior to the anticipated Commencement of Development the date of the anticipated Commencement of Development.
- 1.3 to give to the Council notice in writing of:
  - 1.3.1 the Commencement of Development no later than seven days following the occurrence of the same.
  - 1.3.2 the First Occupation no later than seven days prior to the First Occupation of any part of the Development
  - 1.3.1 the date of the Practical Completion of the Development

## **SCHEDULE 2**

### (Air Quality Action Fund Contribution)

1. The Owner undertakes to the Council that within one month of the Commencement of Development it shall pay to the Council the Air Quality Action Fund Contribution.

**SCHEDULE 3**  
(Affordable Workspace)

The Owner undertakes to the Council as follows:

1. No less than six months prior to completion of the Development:
  - to meet representatives from the Council's Economic Development Team and use reasonable endeavours to agree the basis and methodology of a Workspace Management Plan and set up arrangements to implement and monitor the same; and
  
2. Not to Occupy the Affordable Workspace until:
  - i) a Workspace Management Plan and the Affordable Workspace Agreement has been entered into with the Council and
  
  - ii) details of the Affordable Workspace Manager have been provided by the Owner to the Council
  
3. To provide the Council's Economic Development Team with monitoring returns in respect of any targets set in the Workspace Management Plan on an annual basis.





## **2. RESTRICTION ON OCCUPATION OF AFFORDABLE/OPEN MARKET UNITS**

2.1 The Owner shall not:

- (a) Occupy or cause or permit Occupation of any Social Rented Housing Units for any purpose other than for Social Rent Housing (save where there is a RTA Purchaser);
- (b) Occupy or cause or permit Occupation of any Additional Affordable Housing Units to be provided as Shared Ownership Housing for any purpose other than for Shared Ownership Housing (as per the Agreed Tenure Mix) save where a Shared Ownership Lessee has Staircased to 100% equity in respect of a particular Shared Ownership Housing Unit;
- (c) Occupy or cause or permit Occupation of any Additional Affordable Housing Units that are to be provided as Social Rent Housing for any purpose other than for Social Rent Housing (save where there is a RTA Purchaser);
- (d) Occupy nor permit Occupation of more than 50 of the Open Market Units until
  - (i) it has made a Transfer of the Affordable Housing Units (or land on which they will be constructed) to an Affordable Housing Provider and discharged the condition in the Planning Permission relating to remediation in respect of such land (unless otherwise agreed in writing by the Council), such transfer to be in accordance with Part 1B of Schedule 4 who agrees to use reasonable endeavours to enter into and complete the Nomination Agreement with the Council in respect of all of the Affordable Housing Units; and
  - (ii) evidence of the Transfer of the Affordable Housing Units to a Affordable Housing Provider has been provided to the Council in writing;
- (e) Occupy cause or permit Occupation of the Social Rent Units unless and until the Affordable Housing Provider has entered into a Nominations Agreement with the Council in respect of all the Social Rent Units

2.2 Subject to the terms of any Nominations Agreement to the contrary, Social Rent Housing Units shall on the first and any subsequent let be allocated to people on the Council's housing waiting list PROVIDED THAT if a Social Rent Housing Unit has not

been let on completion of 2 letting cycles, the Affordable Housing Provider shall be permitted to allocate a vacant unit to someone from its own waiting list.

### **3. EXCLUSION OF LIABILITY**

3.1 Without prejudice to clause 7 of this Deed the covenants and obligations contained in Part 1 of this Schedule 4 shall not be binding on:

- (a) an RTA Purchaser (including a mortgagee and successors in title and assigns of such a purchaser);
- (b) (if relevant) any person who has Staircased up to a 100% of the equity in a Shared Ownership Housing Unit (including a mortgagee and successors in title and assigns of such a person); and
- (c) a mortgagee or chargee or a receiver (or any administrator, receiver or manager (including an administrative receiver) appointed by a mortgagee or chargee thereby (pursuant to the Law of Property Act 1925 or otherwise) or any other party appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") in respect of the Affordable Housing Units or Additional Affordable Housing Units or any part thereof in possession or exercising a power of sale or any other right under security documentation and such mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units or Additional Affordable Housing Units or any part thereof free from the provisions in Part 1 of this Schedule 4 in this Agreement which provisions shall determine absolutely;

## **PART 1B**

### **Terms related to the transfer of the Affordable Housing Units**

3.3 Not to execute any transfer of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) except upon the following terms and conditions (unless otherwise agreed in writing by the parties to the transfer):

- (a) the transfer will grant:
  - (i) all such rights and easements as are appropriate and reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable);

## PART 2

### EARLY STAGE REVIEW

#### 4. EARLY STAGE REVIEW VIABILITY TRIGGER

- 4.1 Subject to clause 23 of this Deed the Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and the notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 4.2 The Council may, within 20 Working Days of receipt of the Owner's notification pursuant to paragraph 4.1 of this Part 2 of Schedule 4, request additional documentary evidence and no later than ten Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 4.3 Following the Owner's notification pursuant to paragraph 4.1 of this Schedule 4, the Owner shall afford the Council's agents access to the Land to inspect and assess whether the works which have been undertaken achieve Substantial Implementation **PROVIDED ALWAYS THAT** the Council shall:
- (1) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  - (2) comply with the Owner's reasonable requirements and all relevant health and safety legislation; and
  - (3) at all times be accompanied by the Owner or the Owner's agent.
- 4.4 No later than 20 Working Days after the Council receives:
- (1) notice pursuant to paragraph 4.1 of this Schedule 4; or
  - (2) the additional documentary evidence requested pursuant to paragraph 4.2 of this Schedule 4;

the Council shall inspect the Land and following the inspection provide written confirmation to the Owner within 10 Working Days of the date of the inspection



as to whether it considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 4.5 If the Council notifies the Owner that it considers that Substantial Implementation has not been achieved, then the process outlined in paragraphs 4.1 to 4.5 of this Schedule 4 shall be repeated as many times as necessary until the Council has notified the Owner pursuant to paragraph 4.4 of this Schedule 4 that Substantial Implementation has been achieved.
- 4.6 Any dispute between the Council and the Owner regarding whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date may be referred to dispute resolution in accordance with clause 17 of this Deed.
- 4.7 The Owner shall not allow Occupation of any part of the Development until:
- (a) the Council has notified the Owner pursuant to paragraph 4.4 of this Schedule 4 (or an Expert has determined pursuant to clause 17 of this Deed) that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
  - (b) the Council has notified the Owner pursuant to paragraph 6.4 of this Schedule 4 (or an Expert has determined pursuant to clause 17 of this Deed) that no Additional Affordable Housing Units are required; or
  - (c) if the Council notifies the Owner pursuant to paragraph 6.4 of this Schedule 4 (or an Expert has determined pursuant to clause 17 of this Deed) that Additional Affordable Housing Units are required, the Council has approved the Additional Affordable Housing Scheme.

## **5. SUBMISSION OF EARLY STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

- 5.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date as determined by the Council under paragraph 17 of this



Additional Affordable Housing Units are required, and requests the same within 20 working days of receipt of the information pursuant to paragraph 5 of this Part 2 of Schedule 4, the Owner shall provide such additional information or supporting evidence reasonably required to the Council or the External Consultant (as applicable) within 20 Working Days of receiving a request from the Council and/or the External Consultant.

6.4 The Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required within 30 Working Days of receipt of the information submitted pursuant to paragraph 5 (and paragraph 6.3 where applicable) of this Part 2 of Schedule 4.

6.5 If the Council's assessment pursuant to paragraph 6.4 of this Schedule 4 concludes that Additional Affordable Housing Units can be provided but the Owner's initial submission concluded otherwise:

- (i) the Owner shall submit an Additional Affordable Housing Scheme to the Council for its written approval within 20 Working Days of receipt of the Council's decision pursuant to paragraph 6.4 of this Schedule 4 and
- (ii) the Council shall notify the Owner in writing as to whether the submitted Additional Affordable Housing Scheme is approved within 30 Working Days of receipt of the Additional Affordable Housing Scheme; and
- (iii) if the Additional Affordable Housing Scheme submitted pursuant to paragraph 6.5(ii) above is not approved the parties shall follow the process in paragraphs 6.5(i) and (ii) above until an Additional Affordable Housing Scheme is approved.
- (iv) the Owner shall not Occupy cause or permit Occupation of any part of the Development unless and until the Additional Affordable Housing Scheme has been approved by the Council in writing.

6.6 If the Council's assessment pursuant to paragraph 6.4 of this Schedule 4 concludes (or an Expert has determined pursuant to clause 17 of this Deed) that:

6.6.1 a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Affordable Housing Units pursuant to Formula 2; or

6.6.2 a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Affordable Housing Units pursuant to Formula 2;























The figure is negative so the formula in para 4.2 applies

$$-£64,505 * (-1) = £64,505$$

This is more than £54,916, therefore the Council pays the Owner £54,916.







## **SCHEDULE 7**

### **(Open Space Contribution)**

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the Open Space Contribution and not to permit First Occupation until the said contribution has been paid



## **SCHEDULE 9**

(Permissive Path)

1. The Owner undertakes to the Council to ensure that within 14 Working Days of Practical Completion of the Development the Permissive Path Purpose is facilitated in perpetuity

## **SCHEDULE 10**

(Playspace Contribution and the Playspace Maintenance Contribution)

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the Playspace Contribution and the Playspace Maintenance Contribution and not to permit First Occupation until the said contribution has been paid

## **SCHEDULE 11**

### **(River Restoration Contribution)**

1. The Owner undertakes to the Council that prior to First Occupation it shall pay to the Council the River Restoration Contribution and not to permit First Occupation until the said contribution has been paid



**SCHEDULE 13**  
(Highway Works)

Highway Works

1. The Owner undertakes to the Council as follows:
  - 1.1 Subject to the Council agreeing to enter into the Highways Agreement, to enter into the Highways Agreement with the Council within 6 months of Commencement of the Development; and
  - 1.2 not to Occupy the Development (or any part thereof) until it has completed the Highway Works and (unless otherwise agreed in writing with the Council) the Council shall have issued the certificate of practical completion (as that expression is referred to in the definition of the Highways Agreement) under the terms of the Highways Agreement and for the avoidance of doubt and without limitation the Council shall act in good faith and shall not unreasonably withhold or delay the issue of such certificate of practical completion.

## SCHEDULE 14

### Employment and Skills

#### Employment and Skills Plan

1.1 The Owner shall:

- (a) not Commence Development cause or permit Commencement of Development unless and until the Employment and Skills Plan (comprising detailed provisions for the construction of the Development) has been approved by the EDOT in writing and the Council shall procure that such approval is not unreasonably withheld or delayed) (**"Approved Employment and Skills Plan"**) **PROVIDED ALWAYS THAT** any dispute between the Owner and the Council in respect of the methodology referred to in paragraph 1,1(a) of this Schedule and/or the provisions of the Employment and Skills Plan shall be referred for determination by an expert in accordance with clause 17.
- (b) provide sufficient monitoring information to the reasonable satisfaction of the EDOT at three monthly intervals during the construction of the Development or such other frequency as may be agreed between the Owner and the Council from time to time
- (c) In the event that the Council (acting reasonably) considers that the Approved Employment and Skills Plan is not operating effectively, it shall notify the Owner in writing specifying such amendments or revisions as it considers reasonably necessary to achieve the effective operation of the Approved Employment and Skills Plan.
- (d) Where paragraph 1.1(c) of this Schedule applies, the Owner shall use reasonable endeavours to implement the amendments proposed by the Council as soon as reasonably practicable **PROVIDED ALWAYS THAT** any dispute relating to the proposed amendments shall be referred to dispute resolution in accordance with the dispute provisions in clause 17 of this Deed.

#### Construction Phase

1.2 The Owner covenants to:



- (a) use reasonable endeavours to achieve the targets set out in the Employment and Skills Plan, including (but not limited to) training opportunities and a minimum number of construction and operational jobs to Local Residents
- (b) Additionally, during the construction phase of the Development to issue the Employment and Skills Plan to prospective contractors and sub-contractors at the tendering of work stage setting out the obligations of the Owner in the Employment and Skills Plan and how such prospective contractors and sub-contractors:
  - i) will be expected to contribute towards the overall targets and discharge the same.
  - ii) shall incorporate the provisions of this Local Employment Agreement in their tender responses
  - iii) shall evidence a commitment to ensuring that Local Residents are able to benefit directly from all employment and training activity arising from the construction of the Development
  - iv) shall provide the Council with regular information regarding the numbers of Local Residents benefiting from these opportunities, including such information as to ensure that the Council is meeting its obligations under the Equality Act 2010
- (c) subject to complying with all Health and Safety regulations and restrictions to use reasonable endeavours to ensure that adequate opportunities are made available by the Owner, their contractors and sub-contractors to enable schools and other educational establishments in the Local Area to provide students with work experience and to create a positive link between schools and employers on the construction of the Development; and
- (d) to use reasonable endeavours to secure the placement of apprenticeships during the construction stages of the Development or where this is not possible an equivalent level of employment / training benefit as agreed with the EDOT in the Employment and Skills Plan and on written request to provide the Council with evidence of the endeavours used to comply with this paragraph 1.2(d) of this Schedule
- (e) pay to the Council the Local Employment Shortfall Contribution (if any) within 20 Working Days of Practical Completion of the Development

## **SCHEDULE 15**

### **River Crane Glazing Works Plan**

Prior to the Commencement of Development to submit and thereafter resubmit if not approved, to the Council the River Crane Glazing Works Plan until such time as the same is approved in writing by the Council ("the Approved Plan")

- 1.2 Not to Commence cause or permit the Commencement of the Development unless/until the River Crane Glazing Works Plan has been approved by the Council
  
- 1.3 To fully implement the Approved Plan prior to First Occupation to the satisfaction of the Council

**SCHEDULE 16**

**NOT USED**

**SCHEDULE 17**

**DRAFT FORM OF NOMINATIONS AGREEMENT**

DATED \_\_\_\_\_ 2024

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF RICHMOND-UPON-THAMES**

**-to-**

**XXXXXXXXXX**

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**N O M I N A T I O N   A G R E E M E N T**

**in respect of rented units at **XXXXXXXXXX**  
in the London Borough of Richmond upon Thames**

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EXD

THIS AGREEMENT (made as a Deed) is made the \_\_\_\_\_ day of  
2009 BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
RICHMOND-UPON-THAMES of the Civic Centre of 44 York Street Twickenham TW1 3BZ  
("the Council") and xxxxxxxxxxxx of xxxxxxxxxxxx registered with the Regulator of Social  
Housing with registered number xxxxx and under the Co-operative and Community Benefit  
Societies Act 2014 number xxxxxxxx ("the Association")

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 social landlord within the meaning of Section 1  
of the Housing Act 1996 and is registered under the Industrial and Provident  
Societies Act 1965

(3) Units are to be built substantially in accordance with Planning Permission (dated  
xxxxxxxxx – ref number **22/2556/FUL**)(as varied or amended) for occupation by persons  
within the Association's charitable objects and the Association has agreed to the Council  
being given the right to nominate persons to take up occupation of the Units as hereinafter  
provided

NOW IT IS HEREBY AGREED as follows:-

## 1. DEFINITIONS

- 1.1 "Availability Notice" means the notices referred to at Sub-clauses 3(a) and (b) hereof
- 1.2 "Nomination Notice" means the notice in writing to be given by the Council to the Association of the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees
- 1.3 "Nominees" means persons nominated by the Council for the purposes of this Agreement
- 1.4 "Property" means the Site and Units

- 1.5 “Regulator of Social Housing” means the regulator of social housing established by Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions
- 1.6 “Relevant Nominee” means Nominees to whom the Association shall offer a Unit on the Site in accordance with Clause 5 hereof which shall be nominees assessed by the Association as appropriate for it to house under its objects, lettings and allocations policies
- 1.7 “Site” means the land and buildings to be erected on the land known as land at Greggs, Gould Road, Twickenham, TW2 6RT
- 1.8 “Nomination Period” sixty years from the date of practical completion of the Units
- 1.9 “True Voids” a vacancy created in any of the circumstances set out in the First Schedule hereto under the heading “definition of a True Void” but excluding a vacancy arising in any circumstances defined under the heading “definition of a Non-True Void”
- 1.10 “Non-True Voids” as defined in the First Schedule hereto
- 1.11 “Units” means the affordable housing residential units to be managed and

provided by the Association on the Site  
(as set out in the Second Schedule  
hereto)

1.12 "RP" means an Affordable Housing Provider  
or Registered Provider of social housing  
pursuant to section 80 of the Housing  
and Regeneration Act 2008

2. The Association hereby covenants with the Council
  - (i) to construct or procure the construction at the Property of (no.) Units with the intention of providing low cost housing to rent and to commence construction on or before xxxxxx subject to any extension of time agreed between the parties hereto and to complete the same by xxxxxx subject to any extension agreed between the parties hereto in accordance with the Planning Permission and to ensure all construction is carried out in a good and workmanlike manner.
  - (ii) that the Council shall have rights to nominate up to 100% of the initial lettings of the Units and shall thereafter have the right to nominate up to the first three out of every four True Voids arising in a calendar year for the Nomination Period unless the Council at its absolute discretion agree to waive or relinquish such rights of nomination. The Definition of a 'True Void' is that contained in the First Schedule hereto
3. The Association shall give to the Council:-
  - (a) In the case of an initial letting of any Unit not less than 6 weeks' notice of the actual completion of such Unit and its availability for letting
  - (b) in the case of any Unit being a True Void becoming subsequently available for letting 3 days written notice of such availability
4. Within 10 days of the receipt by the Council of any Available Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice
5. The Association shall as soon as practicable following receipt of the Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee at a rent no more than the Social Rent as contained in the Second Schedule hereto

6. If (a) no Nomination Notice is served by the Council within the 10 days referred to in Clause 4 or (b) the Association acting reasonably does not consider the Nominee appropriate to house or (c) the Relevant Nominee refuses or fails to accept the offer of a tenancy within 7 days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices **SAVE THAT** where no subsequent Nomination Notices are served within 20 days of the date referred to in clause 4 or the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within 3 days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing and in the case of a True Void where such circumstances arise this will still count as one of the Council's 3 out of every 4 True Void nominations
7. The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto
8. For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which the Association assigns its leasehold interest or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an interest in that Unit and shall cease to apply to any Unit upon the granting of a lease of a Shared Ownership Unit by the Association
9. For the avoidance of doubt, IT IS HEREBY AGREED AND DECLARED that the provisions of this Agreement are entered into pursuant to s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall:-

  - 9.1 not bind any mortgagee or charge or a receiver (or any administrator, receiver or manager (including an administrative receiver) appointed by a mortgagee or chargee thereby pursuant to the Law of Property Act 1925 or otherwise) or any other party appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") in respect of the Unit(s) in possession or exercising a power of sale or any other right under security documentation and such mortgagee, chargee or Receiver shall be entitled to dispose of the Unit(s) free from the provisions of this Agreement.
  - 9.2 not bind any individual owner (excluding, for the avoidance of doubt, any owner who is an RP) or occupier of any unit, their successors in title and mortgagees and mortgagees' successors in title.



10. Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association and if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the Council from time to time PROVIDED ALWAYS that any notice to be served by either party may be served by such party's Solicitors
- 11 The beneficial interest in this Agreement and the Property is held by or on behalf of the Association, an exempt charity.
- 12 This agreement is to be reviewed periodically by the parties and amended as necessary (both parties acting reasonably) to respond to changing markets, changing laws and the needs of both parties.

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

## **FIRST SCHEDULE**

### *Part 1 - Definition of True Void*

1. Vacancies created through tenant transfer to another Borough where no reciprocal arrangement exists
2. Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists
3. Vacancies arising as a result of the death of a tenant where there is no statutory right or contractual to succession
4. Vacancies arising through tenants buying their own property in the private sector
5. Vacancies arising as a result of the tenant having been evicted or abandoning a Unit
6. Vacancies arising as a result of decants. The Council will take a flexible approach to property substitution if a decanted property is required within an Association's decant programme, provided that the substitute accommodation is of a similar size and standard

*Part 2 - Definition of Non-True Void*

1. Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home
2. Vacancies arising as a result of a tenant being re-housed via the Housing Association "Homes" scheme or other equivalent
3. Vacancies arising as a result of a tenant being re-housed by another Borough where a reciprocal arrangement exists

**SECOND SCHEDULE**

xxxxxxx for Social Rent to be rented initially at £ xx per week

All rents are inclusive of service charge and rent levels will be increased in accordance with the RP's annual rental increase

Executed as a deed by affixing the common seal of

**xxxxxxxxxxxx** in the presence of:

Authorised signatory

Authorised signatory

