

FOI Ref

9970

Response sent

26 Nov 2021

(CCC) BPHA Nomination Agreement

Please send me a copy, under FOI law, of the nomination agreement between the council and BPHA Limited (or any body closely related to BPHA Limited if the agreement is not directly with that organisation) relating to the allocation of social/affordable housing in Trumpington Meadows.

Response

Attached is the Nomination Agreement between CCC and BPHA

Further queries on this matter should be directed to foi@cambridge.gov.uk

DATE:

10th May

2013

CAMBRIDGE CITY COUNCIL

and

BEDFORDSHIRE PILGRIMS HOUSING ASSOCIATION LIMITED

NOMINATION AGREEMENT

relating to land at

TRUMPINGTON MEADOWS

CAMBRIDGE



[REDACTED]
Head of Legal Services
Cambridge City Council
The Guildhall
Cambridge CB2 3QJ

File ref: HO/GE/52

DATE:

10th May

2013

PARTIES:

"the Council" CAMBRIDGE CITY COUNCIL of The Guildhall, Cambridge CB2 3QJ;
and

"the Housing Provider" BEDFORDSHIRE PILGRIMS HOUSING ASSOCIATION
LIMITED company number IP26751R a housing society registered under the Industrial
and Provident Societies Act 1965 whose registered office is at Pilgrims House, Horne
Lane, Bedford MK40 1NY.

1. PRECONDITION

This agreement applies only if the Council ceases to adopt a choice based
lettings scheme in accordance with the code of guidance for local housing
authorities published by the Department for Communities and Local Government
in August 2008. Currently, the Council has adopted such a scheme.

2. BACKGROUND

- 2.1 The Housing Provider is a registered provider of social housing within the
Housing and Regeneration Act 2008.
- 2.2 The Housing Provider is or will be the freehold owner of land at Trumpington
Meadows, Cambridge ("the site") on which the Housing Provider will provide
affordable housing in accordance with the terms of—
 - (a) an agreement under section 106 of the Town and Country Planning Act
1990 dated 9 October 2009 made between the Council, Trumpington
Meadows Land Company Limited, the Housing Provider and three other
parties ("the planning agreement"); and
 - (b) affordable housing schemes submitted for the site and approved in
accordance with the planning agreement.
- 2.3 This is a nomination agreement required by the planning agreement.

3. INTERPRETATION

3.1 In this agreement—

- (a) "affordable housing" means social rented housing, intermediate affordable housing and affordable rental housing;
- (b) "social rented housing" has the same meaning as in the planning agreement;
- (c) "intermediate affordable housing" has the same meaning as "intermediate housing" in the planning agreement; and
- (d) "affordable rented housing" means housing as let by local authorities or registered providers of social housing to households who are eligible for social rented housing, subject to rent controls—
 - that require a rent of no more than 80% of the local market rent, or
 - at a level agreed with the local authority and the Homes and Communities Agency.

3.2 If there is a conflict between this agreement and the planning agreement, then this agreement prevails.

3.3 Where appropriate, references in this agreement to "the site" include part of it.

3.4 References to a particular enactment include any amendment or re-enactment of it in force for the time being.

3.5 A person includes an unincorporated association and an unincorporated body.

3.6 Where more than one person constitutes a party, the obligations on them are joint and several.

4. OBJECTIVES

The objectives of this agreement are as follows:

- 4.1 to meet the legal requirement for letting affordable housing
- 4.2 to create a mixed and balanced community and within this context to assist applicants in the highest assessed need
- 4.3 to ensure that affordable housing is let as quickly as possible to appropriate nominees
- 4.4 to make the best use of the housing stock

- 4.5 to provide increased choice and information about available properties to applicants
- 4.6 to support vulnerable applicants in accessing available properties
- 4.7 to ensure that applicants are not discriminated against, whether directly or indirectly
- 4.8 to promote social inclusion and help achieve sustainable communities.

5. AVAILABILITY OF UNITS

5.1 Social rented housing and affordable rented housing

(a) General rule

The Housing Provider will make the social rented housing and the affordable rented housing on the site available for letting to people nominated by the Council in accordance with the procedure set out in the main clause that follows.

(b) Percentages available

The Council may nominate applicants in respect of 100% of initial lettings, and thereafter it may nominate applicants in respect of 75% of any subsequent vacancies.

(c) How the percentage of subsequent vacancies is found

- Throughout every financial year, the parties will so far as practicable allocate vacancies in accordance with the percentage set out in this agreement.
- The parties will manage vacancies so that the allocations, taking one year with another, are made in accordance with the percentage set out in this agreement.
- Accordingly, adjustments may be made in any subsequent year if the percentage in an earlier year fails to accord with the percentage set out in this agreement.

(d) Lower percentages

Unless the Council is in breach of a statutory obligation, it may accept a lower percentage of initial lettings or subsequent vacancies.

5.2 Intermediate affordable housing

Any intermediate affordable housing on the site may be allocated by the Housing Provider on a shared ownership basis using information from the Homebuy agent or equivalent, and as agreed with the Council.

6. STANDARD NOMINATION PROCESS

6.1 The Housing Provider will comply with the Council's allocations policy for affordable housing as amended from time to time in accordance with this agreement.

6.2 The Housing Provider will follow the nomination procedure in the RSL Partner Agreement with Sub Regional Homelink.

6.3 Despite the preceding two subclauses, the Housing Provider may reject a person nominated by the Council if the Housing Provider considers that the person is unsuitable having regard to—

- (a) the Housing Provider's own selection and allocation policies as amended from time to time
- (b) the rules and objectives of the Housing Provider, and
- (c) the principles of good housing management practice.

6.4 In accordance with its objectives, the Housing Provider will restrict the rent charged—

- (a) for the social rented housing, to levels in accordance with national policy; and
- (b) for the affordable rented housing, to levels agreed with the Council from time to time.

In any event, the Housing Provider undertakes that all the lettings will be at rents set at a level in accordance with rent guidelines on rental levels issued by the Homes and Communities Agency (or any successor of the Homes and Communities Agency carrying out equivalent or similar functions) from time to time.

6.5 All tenants housed in the units will have equal status (except in relation to their individual housing needs) if they apply to the Council for a transfer to other

Council accommodation or to be nominated by the Council for accommodation provided by other landlords of social housing.

- 6.6 The Council will do its best to provide details of the ethnic origin of nominees to enable the Housing Provider to monitor effectively the number of people it is housing from ethnic minorities.

7. NOTICES

7.1 What are notices

In this clause, a notice includes a consent, request, approval, demand and notification.

7.2 Writing required

A notice under this agreement must be given in writing.

7.3 Timing of service

Notices are to be taken as served in accordance with the following table.

<i>Mode</i>	<i>Served</i>
Hand	On delivery
First class post *	Two working days after posting
Recorded delivery	On day of posting
Fax before 3pm	On day of sending
Fax at 3pm or later	On next working day

*See the following subclause

7.4 Returned post

A notice sent by first class post but returned undelivered is not sufficiently served under this agreement.

7.5 Address for service

Notices given to the persons in the left hand column below are served if left at or sent to the address opposite in the right hand column.

<i>Recipient</i>	<i>Address for service</i>
The Council	Community Services Department 44 St Andrews Street Cambridge CB2 3AS
The Housing Provider	Its registered office or the address of the Housing Provider given in this agreement

But either party may notify the other of a different or specific address for service.

7.6 Email not service

Sending by email does not constitute good service under this agreement.

7.7 Service by Cambridge City Council

Notices by Cambridge City Council may be given under the hand of an authorised officer of the Council.

8. VARIATION OF PRACTICE

8.1 The Council may from time to time vary its practice in nomination agreements.

8.2 In making any variation, the Council must act reasonably and have regard to—

- (a) its role as a housing authority
- (b) guidance from central government on the provision of affordable housing
- (c) the Housing and Regeneration Act 2008 and any other legislation regulating social housing as defined in that Act.

8.3 All variations are binding on the Housing Provider.

9. ASSIGNMENT OF RIGHTS

Neither party may assign its rights under this agreement. But the following actions by the Council are not to be treated as breaches of this covenant.

9.1 Agreement by the Council with other housing bodies for the management or other proper use of its nomination rights under this agreement.

9.2 Employment of independent contractors by the Council to carry out all or part of its housing functions.

10. DISPOSAL OF THE SITE

- 10.1 If the Housing Provider transfers a freehold interest in the site, it will ensure that the transferee will enter into an agreement with the Council in the same terms as this agreement. On completion of that agreement the Council will release the Housing Provider by deed from its future obligations under this agreement, but not from the consequences of any preceding breach.
- 10.2 For this purpose, the following are not treated as transfers:
- (a) a legal charge of the site
 - (b) transfer to a tenant exercising a statutory right to acquire
 - (c) a shared owner staircasing to 100%.

11. MORTGAGEES, AND TENANTS ACQUIRING UNDER STATUTORY RIGHT TO ACQUIRE

The Council and the Housing Provider agree that the provisions of this agreement are not binding on—

- 11.1 a mortgagee of the site
- 11.2 a receiver appointed by such a mortgagee exercising a power of sale
- 11.3 anyone deriving title through any such mortgagee or receiver
- 11.4 a tenant of the Housing Provider who has acquired a dwelling under a statutory right to acquire, or
- 11.5 a person acquiring an interest in intermediate affordable housing on the site.

12. UNITS CEASING TO BE AFFORDABLE HOUSING

If any unit on the site ceases to be affordable housing, this agreement will not apply to it.

13. DISPUTE RESOLUTION

- 13.1 Except as otherwise provided in this agreement, a dispute or difference arising between the parties with respect to their rights, duties or obligations or to any other matter or thing in any way arising out of or connected with the subject matter of this agreement will be referred for determination by a single independent assessor acting as an expert and not as an arbitrator.

A person who is not a party to this agreement has no right to enforce any of its terms.

Nothing in this agreement, and nothing implied in consequence of it, prejudices or affects the Council's rights, powers and duties in the exercise of its functions as a local authority or a local planning authority.

The Housing Provider agrees to pay the Council's reasonable legal costs incurred in the preparation, negotiation and completion of this agreement.

RIMS
LIMITED



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