

DATED 26th May **2026**

(1) WOKINGHAM BOROUGH COUNCIL

And

(2) STONEBOND PROPERTIES (GUILDFORD) LIMITED

And

(3) ASTER HOMES LIMITED

DEED OF VARIATION

**Pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972**

relating to

Land East of Longwater Road, Longwater Road,

Finchampstead, Wokingham

RG40 3TS

THIS DEED of VARIATION is made on the 26th of May 2026

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH (**the Council**);
- (2) **STONEBOND PROPERTIES (GUILDFORD) LIMITED** (incorporated and registered in England and Wales with Company Number 13544912) whose registered office is at Stonebond House, 132 – 136 New London Road, Chelmsford, Essex CM2 0RG (**the Developer**).
- (3) **ASTER HOMES LIMITED** (company registration number 06424046) whose registered office is at Sarsen Court Horton Avenue, Cannings Hill, Devizes Wiltshire, SN10 2AZ (**the Owner**).

WHEREAS

1. This Deed is supplemental to the Original Agreement.
2. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
3. On 12/03/2025 the Council resolved to grant planning permission for the Planning Application.
4. The Original Agreement was entered into between (1) the Council and (2) Philip John Burgess and Jacqueline Burgess who subsequently sold the Site to Catesby Strategic Land Limited who subsequently sold the Site to the Developer who in turn sold the site to the Owner pursuant to a series of transfers all dated 10th October 2025.
5. The Original Agreement imposed planning obligations on the Site in relation to the Planning Permission granted by the Council under reference 241567 on 29th September 2025.
6. The Council acknowledges that the Owner is a Preferred Registered Provider for the purposes of the Original Agreement.
7. The Council and the Owner have agreed that the Original Agreement should be varied in accordance with the terms of this Deed.

8. The Council considers it expedient and in the interests of the proper planning of their area and having regard to their statutory function that this Deed which varies the Original Agreement be entered into for the purpose of securing satisfactory arrangements for the development of the Site.

NOW THIS DEED WITNESSES AS FOLLOWS:

In this Deed where the context so admits all expressions shall have the meanings given to them by the Original Agreement save that the following expressions shall have the following meanings:-

“Original Agreement” means the agreement made under Section 106 of the Act dated 29 September 2025 and made between (1) the Council and (2) Philip John Burgess and Jacqueline Burgess.

1. CONSTRUCTION OF THIS DEED

- 1.1 The definitions and rules of interpretation in this clause apply in this Deed.
- 1.2 All references in this Deed to clauses in the Original Agreement are to clauses within the Original Agreement.
- 1.3 Clause headings shall not affect the interpretation of this Deed.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a party shall include that party's representatives, successors or permitted assigns and a reference to the Council or the County Council shall include the successors to their respective statutory functions.
- 1.8 A reference to a statute or statutory provisions is a reference to it as it is in force at the date of this Deed and shall include any subordinate legislation made under the statute or statutory provision.

- 1.9 References to clauses, schedules, appendices and plans (unless the context otherwise requires) are to clauses, schedules, appendices and plans of this Deed.
- 1.10 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of the individually.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to all powers enabling the parties and in particular Sections 106 and 106A of the Act and Section 111 of the Local Government Act 1972.
- 2.2 The obligations imposed upon the Owner by this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authorities against the Owner and their successors in title and assigns and the persons claiming under or through them.
- 2.3 This Deed takes effect on the date hereof.

3. VARIATION TO THE ORIGINAL AGREEMENT

- 3.1 The Original Agreement shall be varied in the manner set out in the Schedule to this Deed but in all other respects the Original Agreement as varied by this Deed shall remain in full force and effect.
- 3.2 The Original Agreement shall be interpreted as if Appendix 1, Appendix 2 and Appendix 3 had been annexed to the Original Agreement at the date of completion.

4. REGISTRATION

This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

6. JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England.

IN WITNESS whereof this instrument has been executed as a Deed the date and year first before written

SCHEDULE

1 The following definitions shall be added to Schedule 1:

“CIL Social Housing Relief”	means the mandatory relief from liability to pay the Community Infrastructure Levy available in respect of Qualifying Social Housing pursuant to Regulations 49 to 51 (inclusive) of the CIL Regulations.
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010 (as amended from time to time), or any statutory re-enactment or replacement thereof.
“Community Infrastructure Levy”	means the levy chargeable pursuant to Part 11 of the Planning Act 2008 and the CIL Regulations.
“Option A”	means no less than 60% of the Dwellings (23 Dwellings) to be delivered as Affordable Housing Dwellings and 15 Dwellings to be delivered as Open Market Dwellings.
“Option B”	means 100% of the Dwellings (being 38 Dwellings) to be delivered as Affordable Housing Dwellings in accordance with the Option B Affordable Housing Plan.
“Option B Affordable Housing Plan”	means the Option B Accommodation Schedule and the plan with drawing number AHL01 Rev C attached to this Deed as Appendix 1 or such revised Accommodation Schedule and/or plan approved in writing by the Council.
“Option B Affordable Accommodation Schedule”	Means the Accommodation Schedule attached to this Deed in Appendix 2
“Qualifying Social Housing”	means dwellings which qualify as social housing for the purposes of Regulations 49 to 51 (inclusive) of the CIL Regulations.

“Social Rented Housing” means housing provided by a Registered Provider at target social rents.

- 2 The definition of Nominations Agreement in Schedule 1 shall be amended by inserting the words 'as Appendix 3' after the words annexed hereto,
- 3 The definition of Affordable Housing Scheme in the Definitions of Schedule 1 of the Original Agreement shall be deleted in its entirety and replaced with the following:

“Affordable Housing Scheme”	a scheme for the provision of the Affordable Housing Dwellings to be provided by the Owner in accordance with Option A or Option B which shall provide: (a) not less than 60% of the Dwellings on the Site as Affordable Housing; (b) the type, size and tenure of the Affordable Housing Dwellings to be provided to be built in compliance with the Standards, in accordance with a tenure mix of 70% Social Rented Housing and 30% Shared Ownership Housing (unless otherwise agreed with the Council (acting reasonably)); (c) the Affordable Housing Plan; and (d) such other matters as the Council may reasonably require including (but not limited to) the Owner’s election as to Option A or Option B and the Affordable Housing Scheme may be amended from time to time with the Council's written approval.
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- 4 The definition of Revised Affordable Housing Scheme in the Definitions of Schedule 1 of the Original Agreement shall be deleted in its entirety
- 5 Paragraph 1 of Part 1 of Schedule 1 of the Original Agreement ("Provision of Affordable Housing") shall be deleted in its entirety and replaced with the following:

The Owner covenants with the Council as follows:

- 1.1 Prior to the Commencement of Development, to submit to the Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme in writing (such approval not to be unreasonably withheld or delayed) **PROVIDED THAT** where the Owner has elected to deliver the Development in accordance with Option B such Affordable Housing Scheme shall be deemed to have been approved for the purposes of this Deed.
 - 1.2 Not to Commence Development unless and until the Affordable Housing Scheme has been approved or deemed to be approved (as the case may be) by the Council in accordance with paragraph 1.1. (and for the avoidance of doubt until it has confirmed in writing to the Council whether the Development will be provided in accordance with Option A or Option B and thereafter to deliver the Dwellings in accordance with the option confirmed in writing with the Council)
 - 1.3 Not to make application to the Council for CIL Social Housing Relief (if applicable) unless and until the Affordable Housing Scheme has been approved or deemed to be approved (as the case may be) by the Council in accordance with paragraph 1.1 ;
- 6 Paragraph 2 of Part 1 of Schedule 1 of the Original Agreement ("Provision of Affordable Housing") shall be deleted in its entirety and replaced with the following:

That either Option A or Option B shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule and the approved Affordable Housing Scheme .

- 7 Paragraph 3 of Part 3 of Schedule 1 of the Original Agreement ("Affordable Housing Cascade") shall be deleted in its entirety and replaced with the following:

Where the Council agrees that the Owner has complied with the requirements of paragraph 1 of this part then the Owner may pay the Affordable Housing Contribution to the Council

IN WITNESS WHEREOF the parties hereto have executed this agreement as a deed the day and year before written

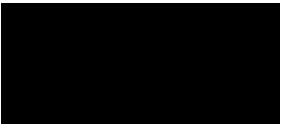
THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL
was affixed to this Deed in the presence of:-



37757

Solicitor / Authorised Signatory Legal Assistant

Executed as a deed by **STONEBOND**
PROPERTIES (GUILDFORD) LIMITED acting
by one director
in the presence of



Director

Witness: _____
Signature _____

Name _____

Address _____

Quantity Surveyor
Occupation _____

Authority Number - 0376627

Signed on behalf of

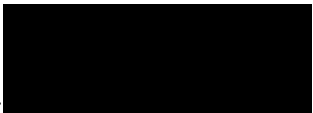
ASTER HOMES LIMITED acting by its attorney Foot
Anstey LLP under a power of attorney dated 3rd April
2026 in the presence of:

.....

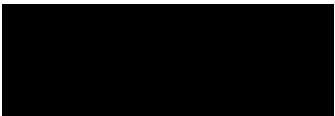
Signature of Foot Anstey LLP

James Clark
.....

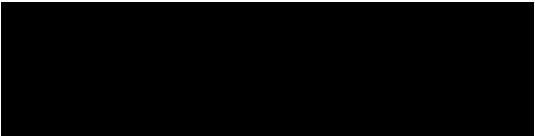
Name of Foot Anstey LLP Member

.....

*Signature of Foot Anstey LLP
Member*

Signature of Witness

.....


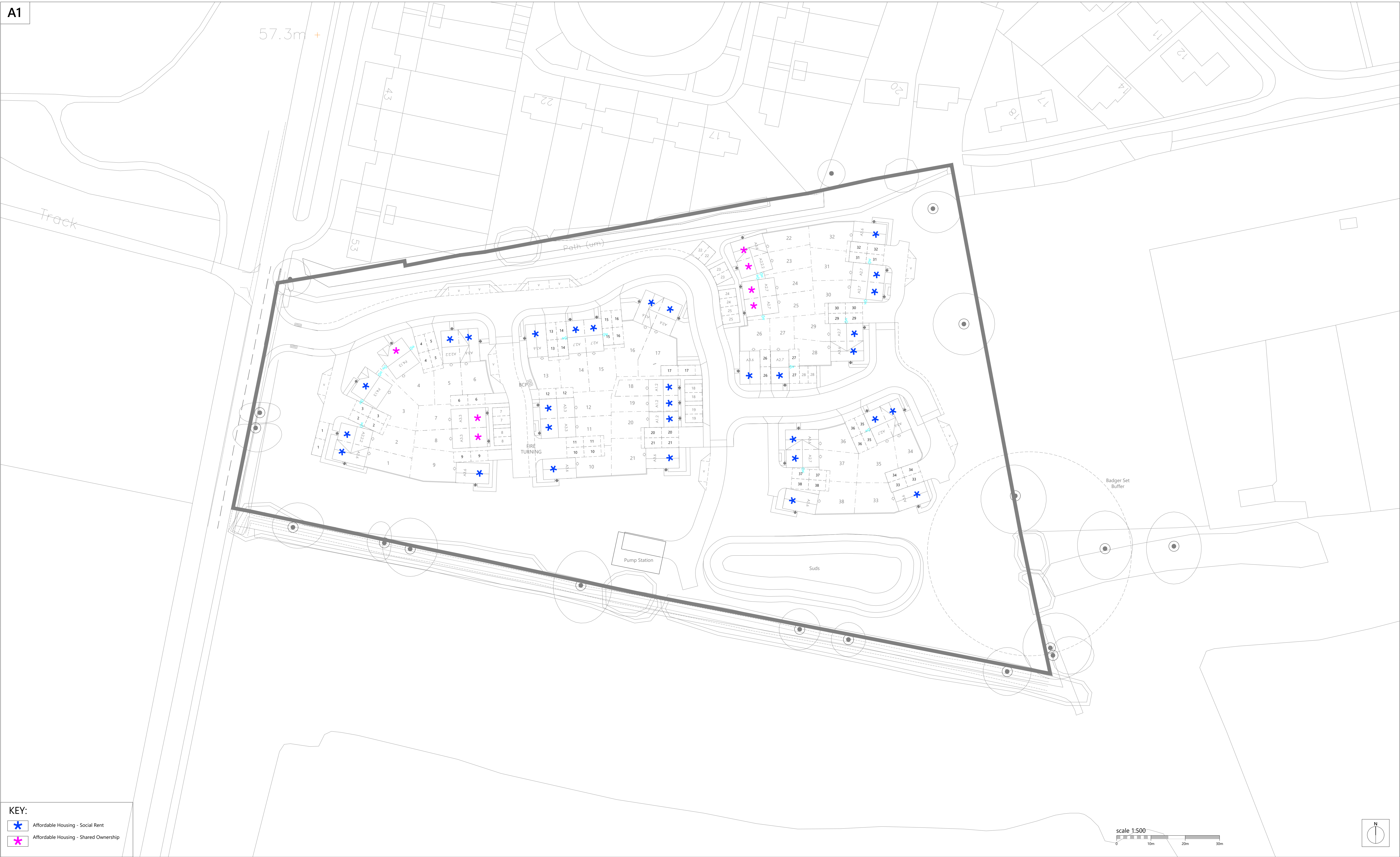
Name

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Address

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Appendix 1: Option B Affordable Housing Plan



Romsey T:01794 367703
Portishead T:01275 407000
London T:01794 367703

www.thrivearchitects.co.uk

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Rev	Description
A	Issued for Planning
B	Updated to latest site layout SL01 B Issued for Planning

Date	Au	Ch
14.06.24	MK	
25.11.24	AY	NC
29.11.24	NC	

Project Land at Longwater Road, Finchampstead
Drawing Affordable Housing Layout

Client	Stonebond Properties (Guildford) Limited		
Job no.	CATE230603	Date	26.03.24
Dwg no.	AHL01	Rev.	C
Author	MK	Checked	NC
Status	PLANNING	Scale	1:500 at A1
Client ref.		Office	Romsey



Appendix 2: Option B Affordable Accommodation Schedule

Longwater Road, Finchampstead



Residential Accommodation Schedule by Plot

Plot No	House Type	No. Beds	Tenure	Position	Storeys	Dwelling NIA (SQFT)
1	A3.6	3	Social Rent	Semi-Detached	2	1008
2	A2.2.2	2	Social Rent	Semi-Detached	2	853
3	P4.13	4	Social Rent	Detached	2	1368
4	P4.13	4	Shared Ownership	Detached	2	1368
5	A2.2.2	2	Social Rent	Semi-Detached	2	853
6	A3.6	3	Social Rent	Semi-Detached	2	1008
7	A3.3	3	Shared Ownership	Semi-Detached	2	1043
8	A3.3	3	Shared Ownership	Semi-Detached	2	1043
9	A3.6	3	Social Rent	Detached	2	1008
10	A3.6	3	Social Rent	Detached	2	1008
11	A3.3	3	Social Rent	Semi-Detached	2	1043
12	A3.3	3	Social Rent	Semi-Detached	2	1043
13	A3.6	3	Social Rent	Detached	2	1008
14	A2.7	2	Social Rent	Semi-Detached	2	874
15	A2.7	2	Social Rent	Semi-Detached	2	874
16	A3.6	3	Social Rent	Semi-Detached	2	1008
17	A3.6	3	Social Rent	Semi-Detached	2	1008
18	A1.2	1	Social Rent	Terrace	2	696
19	A1.2	1	Social Rent	Terrace	2	696
20	A1.2	1	Social Rent	Terrace	2	696
21	A3.6	3	Social Rent	Detached	2	1008
22	A3.6	3	Shared Ownership	Semi-Detached	2	1008
23	A2.2.2	2	Shared Ownership	Semi-Detached	2	853
24	A2.7	2	Shared Ownership	Semi-Detached	2	874
25	A2.7	2	Shared Ownership	Semi-Detached	2	874
26	A3.6	3	Social Rent	Detached	2	1008
27	A2.7	2	Social Rent	Detached	2	874
28	A3.6	3	Social Rent	Semi-Detached	2	1008
29	A2.7	2	Social Rent	Semi-Detached	2	874
30	A2.7	2	Social Rent	Semi-Detached	2	874
31	A2.7	2	Social Rent	Semi-Detached	2	874
32	A3.6	3	Social Rent	Detached	2	1008
33	A3.6	3	Social Rent	Detached	2	1008
34	A3.6	3	Social Rent	Semi-Detached	2	1008
35	A2.7	2	Social Rent	Semi-Detached	2	874
36	A3.6	3	Social Rent	Semi-Detached	2	1008
37	A2.7	2	Social Rent	Semi-Detached	2	874
38	A3.6	3	Social Rent	Detached	2	1008

Appendix 3: Nominations Agreement

ANNEX

FORM OF NOMINATION AGREEMENT

THIS AGREEMENT is made the _____ day of _____ *

BETWEEN

(1) WOKINGHAM BOROUGH COUNCIL of Shute End, Wokingham, Berkshire RG40 1BN (“the Council”) and

(2) *[name of Association] whose registered office is at *[address] (“the Association”)

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

“Approved Tenancy”	a weekly or monthly periodic assured tenancy, or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with clause 2.1.1 below;
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“Association”	a body registered with the Regulator of Social Housing pursuant to Section 80 of the Housing and Regeneration Act 2008;
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“Initial Nomination Notice”	means a written notice given by the Council to the Association giving the name and address and if available the telephone number of a Nominee during the Initial Nomination Period;
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“Initial Nomination Period”	means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of
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	the units shall have been let for the first time or sold by way of initial grant of Shared Ownership Leases;
“Initial Vacancy Notice”	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for occupation;
“Lender”	means any financial institution or institutions or other person or persons company or body corporate lending monies to the Association or its successors in title as proprietor of the whole or part or parts of the Property upon the security of the whole or part or parts of the Property and the expression the “Lender” shall include persons deriving title by through or under such person;
“Nomination Period”	shall mean a period 80 (eighty) years from the date of physical completion of the first unit;
“Nomination Rights”	means the rights granted by clauses 6 and 7 hereof;
“Nominee”	a person nominated by the Council as a prospective tenant of a Social Rented Unit Affordable Rented Unit or a prospective lessee or assignee of a Shared Ownership Unit;
“Perpetuity Period”	the period of One Hundred and Twenty Five (125) years from the date of the Section 106 Agreement;
“Planning Permission”	means the planning consent granted under reference number *[number] dated *[date];
“Release Notice”	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for sale;

“Resale Notice”	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for sale;
“Section 106 Agreement”	an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by provider] for the provision of (inter alia) affordable housing on land at *[address of site];
“Shared Ownership Lease”	means the Association’s model lease for shared ownership housing or such other shared ownership leases as have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
“Site”	means land at *[address of Site] shown edged red on the attached plan;
“Subsequent Nomination Notice”	means a written notice served by the Council on the Association during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee;
“Subsequent Nomination Period”	means the remainder of the Nomination Period after expiry of the Initial Nomination Period;
“Subsequent Vacancy Notice”	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for letting;
“Units”	Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan

*[drawing number] approved as part of the Planning Permission; and

(a) the “Social Rented Units” and/or “Affordable Rented Units” shall mean the units numbered *[number]; and

(b) the “Shared Ownership Units” shall mean the units numbered*[number];

“Void” means a Unit which having already been let for the first time is vacant;

“Working Days” means Monday to Fridays excluding public holidays.

- 1.2 Words of one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 The clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.5 Where there is a conflict between any of the provisions of this Agreement and the provisions of the Section 106 Agreement, the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.
- 1.6 References to “rent” shall means:-
 - 1.6.1 In the case of a Social Rented Unit or Affordable Rented Unit, the rent payable under an Approved Tenancy;
 - 1.6.2 In the case of a Shared Ownership Unit, the gross rent payable under the Approved Lease (a proportion of which is payable, equivalent to the proportion of the equity retained by the Provider, as defined in the Shared Ownership Lease of that Unit).
- 1.7 If at any time any of the provisions of this Agreement shall become illegal invalid or unenforceable in any respect under any law, regulation or jurisdiction, either the legality, validity or enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired as a result.

2. PROVISION OF AFFORDABLE HOUSING

2.1 The Association has agreed for the duration of the Perpetuity Period to make the Units available for occupation by Nominees as follows:-

2.1.1 The Social Rented Units and Affordable Rented Units are to be let on Approved Tenancies;

2.1.1.1 An Assured Tenancy shall be granted unless otherwise agreed by the Council in writing, when an assured shorthold tenancy shall be granted for a period of twelve (12) months to serve as a probationary tenancy.

2.1.1.2 At the expiry of the twelve month period, an assured tenancy shall be granted to the tenant unless he or a member of his household has breached the terms of the assured shorthold tenancy, or unless otherwise agreed between the Provider and the Council. This shall apply both on initial lettings of the Units and on subsequent re-lets.

2.1.2 The Shared Ownership Units are to be occupied under Shared Ownership Leases. The initial market value, being the basis for the premium chargeable by the Provider for each Shared Ownership Lease shall be as set out in the First Schedule hereto.

2.2 The Association will procure completion of the construction of the Units in conformity with the Planning Permission and the Section 106 Agreement or any amended or revised consent that may be obtained.

2.3 In furtherance of the better performance of the Council's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 the Council and the Association agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

3. RECITALS

3.1 The Association is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).

3.2 It has been agreed between the parties that the Association will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

4. COVENANT

The terms of this Agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a

Lender of such purchaser or any person acquiring a reversionary interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

5. THE ASSOCIATION'S UNDERTAKING

The Association undertakes to provide *[number] low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement.

6. NOMINATION RIGHTS – SOCIAL RENTED UNITS AND AFFORDABLE RENTED UNITS

- 6.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

During the Initial Nomination Period

- 6.1.1 One hundred percent (100%) nominations of the Units let for the first time

During the Subsequent Nomination Period

- 6.1.2 seventy five percent (75%) (3 out of every 4) nominations of Units let for all subsequent.

- 6.2 The Association agrees with the Council that the Association will let each of the Units on an Approved Tenancy Agreement to a Nominee for whom the Unit is suitable pursuant to the conditions of clause 6.7 herein.

6.3 During the Initial Nomination Period:

- 6.3.1 The Association shall not less than six (6) weeks prior to the anticipated date of a Unit or Units becoming available for letting for the first time serve on the Council an Initial Vacancy Notice and the Council shall have the right to nominate Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.3.2 Within seven (7) Working Days of receipt of an Initial Vacancy Notice the Council shall give to the Association an Initial Nomination Notice and the Council shall confirm details of the Nominee or Nominees and on receipt of the Initial Nomination Notice the Association shall so soon as reasonably practicable thereafter offer the available Unit or Units to such Nominee or Nominees. The Association will confirm receipt of the Council's nomination to the Nominee within ten (10) Working Days, followed by an offer of the dwelling to the Nominee in writing, or by phone, text or e-mails, and the confirm in writing whether they have accepted or rejected the offer within 48 hours of

viewing the property. Formal offers will be made in writing. The Association will copy the Council's Allocations Team into all offers sent to the Nominee.

- 6.3.3 In the event of a Nominee referred to in the Initial Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days after receipt of the Association's offer or in the event of the Association rejecting such Nominee in accordance with clause 6.7 then the process contained in clause 6.3 shall be repeated until a Nominee accepts the Unit.
- 6.3.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.3.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.3.6. If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and be given the right to request a review of the decision within five (5) Working Days of the refusal - a copy of this letter shall be forwarded to the Council within five (5) Working Days of the refusal. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within five (5) Working Days of receiving a copy of the refusal letter to avoid delays in re-letting the property.

6.4 During the Subsequent Nomination Period:

- 6.4.1 The Association shall on receipt of notice of a Void give a Subsequent Vacancy Notice to the Council giving at least fourteen (14) days advance notice of the Void, who shall then have the right to nominate a Nominee or Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.4.2 Within ten (10) days of receipt of the Subsequent Vacancy Notice the Council shall give to the Association a Subsequent Nomination Notice and the Council shall confirm details of the Nominee or Nominees.
- 6.4.3 In the event of a Nominee referred to in the Subsequent Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days of receipt of the Association's offer or in the event of the Association rejecting such a Nominee in accordance with clause

6.7 then the process contained in clause 6.4 shall be repeated until a Nominee accepts the Unit.

- 6.4.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.4.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.4.6 If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and given the right to request a review of the decision within 5 Working Days of the refusal - a copy of this letter shall be forwarded to the Council. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within 5 Working Days of receiving the copy of the refusal letter to avoid delays in re-letting the property.

6.5 Continuation of the Council's Nomination Rights

- 6.5.1 The Association undertakes to make provision in accordance with this Agreement so that the Council shall continue to have Nomination Rights in respect of the lettings of each Void in accordance with clause 6 hereof.
- 6.5.2 The Association shall monitor the number of Voids during each twelve (12) month period commencing on the last day of the Initial Nomination Period in order to ensure that it complies with clause 6.1.2 and shall advise the Council at quarterly intervals of its findings.
- 6.5.3 Upon receiving notice of a Void, the Association shall determine whether an Approved Tenancy Agreement of the relevant Unit should be offered to a Nominee having regard to the Association's obligations under clause 6.5.1.

6.6 Information the Association shall supply to the Council in writing

- 6.6.1 Full details of any offer of an Approved Tenancy Agreement made by the Association to a Nominee.
- 6.6.2 If the Association makes no offer of an Approved Tenancy Agreement to a Nominee specified in either an Initial Nomination Period or the Subsequent Nomination Notice served by the Council full details of the reason for not making any offer; and

- 6.6.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.
- 6.6.4 Full details of the new tenants start date to be sent to the Allocations Team within ten (10) Working Days of the Tenancy Agreement being signed.

6.7 Assessment of prospective tenants

- 6.7.1 The Association shall not be obliged to offer an Approved Tenancy Agreement to a Nominee unless it is reasonably satisfied that the Nominee is a person whom the Association would normally house under its lettings and allocations policy in force from time to time.
- 6.7.2 The Association shall supply to the Council full details of its lettings and allocations policy at least one month prior to service of the Initial Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time.
- 6.7.3 The Association shall at all times use reasonable endeavours to ensure that the rents of the Units are set in accordance with the Association's rent policy.
- 6.7.4 In the event that any or all of the Units are rendered unfit for occupation and use by a risk not covered by an insurance policy maintained by the Association or in the event of repair rebuilding or reinstatement of any or all of the Units being frustrated by any reason beyond the control of the Association the Association may serve notice upon the Council suspending the effect of this Agreement insofar as it applies to the Units which have been rendered unfit for occupation and use until such Units are rendered fit for occupation and use PROVIDED ALWAYS that the Association shall use all reasonable endeavours to promptly render fit for occupation and use all such Units.

7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS

- 7.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

During the Initial Nomination Period

- 7.1.1 One hundred percent (100%) nominations of the Units sold for the first time

During the Subsequent Nomination Period

- 7.1.2 seventy-five percent (75%) (3 out of 4) nominations of the Units sold for all subsequent sales.

- 7.2 The Association grants to the Council during both the Initial Nomination Period and the Subsequent Nomination Period the Nomination Rights and agrees with the Council that the Association will (subject to clauses 7.3 through to 7.9 hereof) either grant a Shared Ownership Lease of each of the Units or, as appropriate, consent to the assignment of the Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Unit is suitable.
- 7.3 For initial disposals, at least six weeks before practical completion the Association issue the Council notice setting out details of the Units, including its proposed sale price, equity share, rent on unsold equity and service charge.
- 7.4 The Association will seek referrals from their own shared ownership list. This list will be anonymised using the Prioritising for Shared Ownership Form (Annex A) providing the relevant information to assess local connection whilst adhering to the general Data Protection Regulations.
- 7.5 Within fourteen (14) days of receipt of a Release Notice or Resale Notice the Council will check the list of nominees using the Councils shared ownership criteria and return the list of nominees to the registered provider in order of priority.
- 7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.5 above, the Association shall interview the Nominees and notify the Nominee and the Council of their decision within seven (7) days of the interview.
- 7.7 If after the Initial Nominations, there remain unsold Units, the Association will send further nominations from their Shared Ownership List to the Council's Allocations Team. The Council will send a priority list to the Registered Provider within a further seven (7) days from receipt of the notification to put forward the names and addresses of further Nominees.
- 7.8 If, after point 7.7, there still remain unsold Units, after an eight (8) week period and after appropriate marketing, advertising and promotion has been undertaken, the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 7.9 For Subsequent Sales of Shared Ownership Units, the Association will issue a Resale Notice to the Council as soon as is reasonably practicable and points 7.3 to 7.8 will apply.

8. Disposal

- 8.1 Subject to clause 8.2 the Association shall not:
 - 8.1.1 sell or otherwise dispose of the Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other rights to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Units shall not constitute breaches of these conditions; or

- 8.1.2 materially limit its ability to perform its obligations under this Agreement by dealing except by way of legal charge or mortgage with the Unit (other than by letting the Units to individual tenants under Approved Tenancy Agreements or by granting Shared Ownership Leases).
- 8.2 If the Association shall dispose of all or any part or parts of the Units to a social landlord registered with the Housing Corporation under Section 80 of the Housing and Regeneration Act 2008 or any other statutory provision amending or replacing the same the Council shall have no objection thereto subject to such social landlord prior to such disposition entering into an agreement with the Council mutatis mutandis and pro tanto to the part or parts so disposed of in the form of this Agreement PROVIDED ALWAYS that the terms of this clause 8 shall not for the avoidance of doubt apply to a Lender who shall be free to dispose of the Unit free from the effect of this Agreement.
9. Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have served two (2) Working Days after posting.
10. In the case of dispute or difference on any matter under this Agreement or as to the construction of this Agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force.
11. It is hereby agreed and declared that the obligations contained in this Agreement are personal to the Association and shall not be binding upon any Lender.
12. For the avoidance of doubt, in case of conflict between the Association's obligations in this Agreement and the general regulatory requirements to which the Association is from time to time bound, the latter shall take precedence, so that the Association shall not be liable to the Council for failure to comply with any of its obligations in this Agreement if compliance would be in breach of any such regulatory requirements.
13. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
14. The Association shall from time to time supply to the Council such information as the Council shall reasonably require to satisfy itself that the

obligations in this Agreement on the part of the Association have been performed and observed.

- 15.** The scheme is subject to the Section 106 Agreement and all nominations and occupation of the Units shall comply with the provisions of the Section 106 Agreement including any deeds of variations to the Section 106 Agreement entered into before or after the date of this Deed.

ANNEX A

WBC Prioritising for S/O scheme

Full Address of Scheme	RP Details:
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Applicant #	Date/Time applied	MOD?	Current tenure	Live in area?	Work in area?	Housing makeup	Additional information?	WBC priority

Private: Information that contains a small amount of sensitive data which is essential to communicate with an individual but doesn't require to be sent via secure methods.