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Appendix A

Private & Confidential

Draft 20 May 2016

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Dated 2016

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SANCTUARY HOUSING ASSOCIATION (1)

ROCHFORD HOUSING ASSOCIATION LIMITED (2)

AND

ROCHFORD DISTRICT COUNCIL (3)

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Deed of Variation, Termination and  
Collaboration

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**THIS DEED** is made on

2016

**BETWEEN:**

- (1) **SANCTUARY HOUSING ASSOCIATION** a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (register no 19059R) whose registered office is at Chamber Court, Castle Street, Worcester, WR1 3ZQ ("**Sanctuary**");
- (2) **ROCHFORD HOUSING ASSOCIATION LIMITED** a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (register no 30108R) whose registered office is at Chamber Court, Castle Street, Worcester, WR1 3ZQ ("**Rochford**"); and
- (3) **ROCHFORD DISTRICT COUNCIL** of Council Offices, South Street, Rochford, Essex, SS4 1BW in its capacity as local authority and not local planning authority ("**the Council**")

(together the "**parties**" and each a "**party**")

**BACKGROUND STATEMENT**

- (A) On 26 September 2007, the Council transferred the whole of its housing stock and related assets to Rochford, pursuant to the Transfer Contract. The parties entered into the Agreements in connection with such transfer.
- (B) Hereward Housing Association Limited transferred its engagements to Sanctuary with effect from 31 March 2010 and the registration of Hereward Housing Association Limited was cancelled on 14 June 2010.
- (C) The registration of Sanctuary Hereward was cancelled on 2 December 2010.
- (D) Rochford and Sanctuary both intend to effect the Transfer of Engagements and in connection with such transfer intend to:
  - i. terminate the Direct Agreement, the Exit Agreement, the Procedure Agreement and the Rochford Group Services Agreement in accordance with this deed with effect from the Effective Date (as defined below); and

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ii. vary the Transfer Contract in accordance with this deed with effect from the date of this Deed and further with effect from the Effective Date (as defined below).

(E) Sanctuary has agreed with the Council that, conditional upon the Transfer of Engagements, Sanctuary and the Council will co-operate with each other to achieve the Objectives in the manner set out in this deed.

1 INTERPRETATION

1.1 In this deed unless the context otherwise requires the following expressions shall have the following meanings:

<b>Acceptable Permission</b>	a Permission (and any related Planning Agreement) that is not subject to any Unacceptable Condition;
<b>Agreements</b>	the Direct Agreement, the Exit Agreement, the Procedure Agreement, the Rochford Group Services Agreement and the Transfer Contract;
<b>Amendments to the Transfer Contract</b>	the amendments to clause 8 and clause 17 of and schedule 2 and schedule 4 to the Transfer Contract;
<b>The Asset Services Objectives</b>	those Objectives set out in Part 3 of Schedule 2;
<b>Committee</b>	a local area committee to be established by Sanctuary;
<b>Community Investment Plan</b>	the Community Investment Plan prepared in accordance with the Economic and Community Investment Objectives;
<b>Consents</b>	all consents licences permissions and approvals whether of a public or private nature which are relevant in the context of the relevant Scheme;
<b>Capital Funding Guide</b>	the "Affordable Housing Capital Funding Guide" published on the Homes and Communities Agency's (the " <b>Agency</b> ") website or any successor guide so published subject to such amendments variations or updates to the same as the Agency (or any successor body) may publish on its website from time to time;
<b>Council's Solicitors</b>	Bevan Brittan LLP of 7 <sup>th</sup> Floor, Toronto Square, Toronto Street, Leeds, LS1 2HJ (ref: HS/SE/102042/6) or such other firm as the Council shall appoint for the purpose of this deed and notify to Sanctuary in writing;

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<b>Development Objectives</b>	those Objectives set out in Part 1 of Schedule 2;
<b>Direct Agreement</b>	the agreement made between the Council (1), Sanctuary (2) and Hereward (3) dated 26 September 2007 whereby Sanctuary and Hereward agreed with the Council that they would not take any steps which would cause Rochford to breach any of the covenants Rochford made to the Council in accordance with the Transfer Contract;
<b>District of Rochford</b>	means the administrative area of the Council as at the date of this deed;
<b>Economic and Community Investment Objectives</b>	those Objectives set out in Part 2 of Schedule 2;
<b>Effective Date</b>	the date on which the TOE Resolution is registered with the FCA and the Transfer of Engagements becomes effective;
<b>Exit Agreement</b>	the agreement made between Sanctuary (1), Hereward (2) and Rochford (3) dated 26 September 2007 which, inter alia, permitted Rochford to cease to be a member of Sanctuary's group;
<b>FCA</b>	the Financial Conduct Authority;
<b>Group Company</b>	any subsidiary and/or any holding company of any party or of that party's holding company as those expressions are defined in Section 736 of the Companies Act 1985;
<b>Hereward</b>	Hereward Housing Association Limited;
<b>Maximum Sum</b>	One Million pounds (£1,000,000.00);
<b>New Dwellings</b>	the new dwellings referred to in Schedule 2 and which shall include new dwellings constructed by any Group Company of Sanctuary and "New Dwelling" shall be construed accordingly;
<b>Objectives</b>	the Development Objectives, the Economic and Community Investment Objectives, the Asset Services Objectives, and the Older Persons Accommodation Objectives;
<b>Older Persons Accommodation Objectives</b>	those Objectives set out in Part 4 of Schedule 2;
<b>Permission</b>	written notice from the local planning authority or the Secretary of State (or otherwise as the case may be) of a detailed planning consent for the Development and all other Consents that are necessary to enable the relevant Scheme to be implemented and thereafter be used for its intended purpose;

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<b>Planning Acts</b>	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and includes any other legislation relating to town and country planning from time to time in force;
<b>Planning Agreement</b>	any agreement required by a competent authority to be entered into as a precondition to the grant of Permission (including a unilateral undertaking for the purposes of the Planning and Compensation Act 1991);
<b>Procedure Agreement</b>	the agreement made between Sanctuary (1), Hereward (2) and Rochford (3) dated 26 September 2007 which set out the rights and obligations of each of the parties to the other;
<b>Rochford Group Services Agreement</b>	the agreement made between Sanctuary (1), Hereward (2), Sanctuary Hereward (3) and Rochford (4) dated 26 September 2007 whereby Sanctuary and Hereward agreed to provide certain services to Rochford and, in accordance with the Rochford Group Services Agreement, Hereward appointed Sanctuary Hereward as its agent to carry out such services;
<b>Sanctuary Hereward</b>	Sanctuary Hereward Limited;
<b>Sanctuary's Solicitors</b>	Gowling WLG (UK) LLP of Two Snowhill, Birmingham B4 6WR (ref: 2616695/JXK1);
<b>Scheme</b>	each scheme for the development of New Dwellings;
<b>Secretary of State</b>	the Secretary of State for Communities and Local Government or any successor to his functions under the Planning Acts and including any inspector or other person or body appointed by him to carry out his responsibilities;
<b>Site</b>	a site agreed by the parties in accordance with clause 6.1 as being the area of land on which a Scheme will be constructed;
<b>Start on Site Date</b>	the date on which: <ul style="list-style-type: none"> <li>(a) Sanctuary and a Building Contractor have entered into a Building Contract in respect of a Scheme;</li> <li>(b) the Building Contractor has taken possession of the relevant Site; and</li> <li>(c) the Start on Site Works have commenced on the relevant Site.</li> </ul>
<b>Start on Site Works</b>	The date on which one or more of the following activities are begun:

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	<p>(a) excavation for strip or trench foundations or for pad footings;</p> <p>(b) digging out and preparation of ground for raft foundations;</p> <p>(c) vibrofloatation, piling, boring for piles or pile driving;</p> <p>(d) drainage works specific for the buildings forming part of the Scheme; or</p> <p>(e) such works of demolition or service diversion as are expressly and strictly contemplated in the section of the Capital Funding Guide entitled "Finance – Grant Claims and Payments";</p>
<b>Target Figure</b>	Three hundred and Sixty Three (363) New Dwellings;
<b>Terms of Reference</b>	the Committee's terms of reference attached at Schedule 3;
<b>TOE Resolutions</b>	the resolutions of Rochford approving the Transfer of Engagements and (i) to be passed at a general meeting of Rochford in 2016; and (ii) confirmed at a subsequent general meeting of Rochford in 2016;
<b>Transfer Contract</b>	the contract made between the Council (1) and Rochford (2) dated 26 September 2007 whereby the Council transferred the whole of its housing stock and related assets and related undertakings to Rochford;
<b>Transfer of Engagements</b>	a proposed transfer of engagements from Rochford to Sanctuary under section 110 of the Co-operative and Community Benefits Societies Act 2014;
<b>Unacceptable Condition</b>	<p>any condition of the Permission (or any term of any related Planning Agreement or any of the Consents) which:</p> <p>(a) would have a material and adverse effect on Sanctuary's interest in or on the value of (or the economic viability of) the Scheme; or</p> <p>(b) would have a material and adverse effect on Sanctuary's ability to use the Scheme for its intended purpose;</p>
<b>VAT</b>	the applicable amount of value added tax or any similar taxation which may be substituted for it; and
<b>Working Days</b>	any day other than a Saturday Sunday and other days upon which the clearing banks to the City of London are not open for business.

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1.2 Unless the context otherwise requires:

- (a) Words, expressions and abbreviations defined or used in the Agreements have the same meanings when used in this deed.
- (b) reference to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.
- (c) references to numbered clauses and Schedules are references to the relevant clause in or Schedule to this deed;
- (d) references in any Schedule to numbered paragraphs are references to the numbered paragraphs of that Schedule;
- (e) words importing the singular number only include the plural number and vice versa;
- (f) any headings and marginal notes in this deed are for convenience only and do not form part of this deed and shall not be referred to in construing it; and
- (g) reference to any gender includes the other genders and words denoting the singular include the plural and vice versa; reference to a “person” includes any individual, firm, unincorporated association or body corporate unless the context requires otherwise and reference to any party to this deed comprising more than one person includes each person constituting that party.

**2 CONDITIONS**

2.1 Save for clauses 6 and 7, (which shall not come into effect until the Effective Date), all provisions of this deed shall be of immediate effect.

**3 TERMINATION OF AGREEMENTS**

3.1 The parties herein agree to terminate the following Agreements:

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- (a) the Council and Sanctuary agree to terminate the Direct Agreement;
  - (b) Sanctuary and Rochford agree to terminate the Exit Agreement and the Procedure Agreement; and
  - (c) Sanctuary and Rochford agree to terminate the Rochford Group Services Agreement,
- in each case with effect from the Effective Date.

**4 VARIATION OF TRANSFER CONTRACT**

4.1 The parties agree to amend the Transfer Contract:

- (a) as set out in Part 1 of Schedule 1 with effect from the date of this deed; and
- (b) as set out in Part 2 of Schedule 1 with effect from the Effective Date;

**5 EFFECT OF AGREEMENT**

5.1 If the Transfer of Engagements has not become effective by the registration of the TOE Resolutions with the FCA by 31 December 2016, then this deed and the Amendments to the Transfer Contract made pursuant to clause 4.1(a) shall cease to have effect.

**6 SANCTUARY'S COVENANTS**

6.1 Sanctuary agrees, subject to it obtaining an Acceptable Permission for the relevant Scheme, to satisfy the Development Objectives, which shall include (without limitation) obligations to:

- (a) identify suitable sites on which Schemes can be located;
- (b) liaise with the Council and its planning team to agree the tenure mix and design proposals for any proposed New Dwellings;
- (c) provide dedicated development staff to manage the development and funding process in respect of any New Dwellings;



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- (d) use reasonable endeavours to obtain an Acceptable Permission in respect of each proposed Scheme as soon as reasonably practicable but Sanctuary shall not be obliged to appeal against a refusal of Permission or against the imposition of an Unacceptable Condition.
- 6.2 In the event that Sanctuary is unable to satisfy the Development Objectives in full Sanctuary shall pay to the Council the sum of ten thousand pounds (£10,000.00) for each New Dwelling below the Target Figure in relation to which the Start on Site Date has not occurred for the Scheme on which such New Dwelling is to be constructed on or before 31 March 2018 up to the Maximum Sum.
- 6.3 Sanctuary agrees to satisfy the Economic and Community Investment Objectives and shall provide the Council with an annual monitoring report no later than 1 June in each relevant year, covering the investments made and impacts achieved in the preceding financial year in respect of the Economic and Community Investment Objectives.
- 6.4 Sanctuary will use reasonable endeavours to work with the Council to jointly promote the community investments made in the District of Rochford under the Community Investment Plan.
- 6.5 Sanctuary will use reasonable endeavours to satisfy the Asset Services Objectives.
- 6.6 Sanctuary will undertake, at its own cost, the Older Persons Accommodation Objectives.
- 6.7 Sanctuary will, as regards its social/affordable housing properties in the District of Rochford, let such properties to applicants on the Council's housing register and (save where to do so would conflict with Sanctuary's registered rules, charitable status or its obligation to conduct its business in accordance with the regulatory standards applicable to it from time to time) in accordance with the priorities for each applicant set out in the housing register.

**7 THE COUNCIL'S COVENANTS**

- 7.1 The Council shall promptly take reasonable steps to support and assist Sanctuary to comply with its covenants in clause 6.1 (a) and (b) which shall include (without limitation) obligations to:

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- (a) confirm in writing to Sanctuary whether a site identified and proposed by Sanctuary as being suitable for the location of a Scheme within 20 Working Days of receipt of a proposal in writing by Sanctuary to the Council and if not to provide Sanctuary with the reasons why the location is not approved;
- (b) confirm in writing to Sanctuary whether the tenure mix and design for a Scheme proposed by Sanctuary is agreed by the Council within 40 Working Days of receipt of relevant proposals in writing by Sanctuary to the Council.

In either case, if the Council fails to give notice to Sanctuary of its approval or otherwise of the proposal made by Sanctuary to the Council within a period of 40 Working Days from the date of submission of the proposal by Sanctuary then the relevant proposal shall be deemed to have been accepted by the Council.

- 7.2 The Council will use reasonable endeavours to work with Sanctuary to jointly promote the community investments made in the District of Rochford under the Community Investment Plan.
- 7.3 The Council will, from time to time but by no later than the first anniversary of the date of this deed provide Sanctuary with a list of relevant assets for assessment by Sanctuary in accordance with the Asset Services Objectives.
- 7.4 The Council agrees to vote in favour of the Transfer of Engagements in the TOE Resolutions and agrees that it does not require to be offered a share in Sanctuary as consideration therefore.

**8 VALUE ADDED TAX**

The parties acknowledge that any sums payable or deductible under the terms of this deed are inclusive of VAT.

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**9 AGREEMENTS AND DECLARATIONS**

**9.1 Good Faith**

The parties agree that they each owe to the other a duty of good faith in connection with the subject matter of this deed.

**9.2 Confidentiality**

Neither party shall without the express written consent of the other disclose to any other party the terms of this deed and any of the information disclosed by either of the parties to this deed in accordance with any of them save as to:

- (a) its professional advisers;
- (b) complying with any lawful requirements of any interested or competent authority;
- (c) the extent necessary for the proper and reasonable performance of the relevant party's obligations contained in this deed.

**9.3 Notices**

Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notices to be served under the terms of this deed but:

- (a) notices to Sanctuary shall be served by registered or recorded post or left at the registered address of that company addressed to the Company Secretary; and
- (b) notices to the Council shall be served by registered or recorded post.

**9.4 Dispute Resolution**

The provision of clause 22 of the Transfer Contract (Dispute Resolution) shall apply mutatis mutandis to this Deed.

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**10 NON-MERGER**

The provisions of this deed shall remain in full force and effect notwithstanding the completion of a Scheme or any Objective.

**11 NO PARTNERSHIP**

This deed shall not create the relationship of partnership between the parties.

**12 COSTS**

Sanctuary will pay to the Council a contribution towards the Council's Solicitors for the advice given to the Council in connection with the drafting, negotiation, approval and execution of this deed up to a maximum of £7,500 plus any VAT chargeable thereon.

**13 INTEREST ON LATE PAYMENT**

If either party fails to pay to the other party any sums due under this deed on the due date other than by reason of the failure of the payee to perform any of its obligations hereunder interest shall accrue at the rate of 2% pa above the base rate of Lloyds Bank plc from time to time in force upon the amount due to be paid from the due date until payment is paid.

**14 AMENDMENT AND WAIVER**

14.1 No amendment or variation of this deed shall be effective unless made in writing and signed by the parties.

14.2 No waiver of any term, provision or condition of this deed shall be effective except to the extent made in writing and signed by the waiving party.

14.3 No omission or delay on the part of any party in exercising any right, power or privilege under this deed shall operate as a waiver by it of any right to exercise it in the future or of any other of its rights under this deed.

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**15 COUNTERPARTS**

15.1 This deed may be entered into in the form of two or more counterparts each executed by one or more of the parties but, taken together, executed by all of them and, provided that each party duly executes such a counterpart each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument.

**16 EFFECT ON THE TRANSFER CONTRACT**

16.1 Subject to the Amendments to the Transfer Contract made in accordance with this deed, the Transfer Contract shall remain in full force and effect.

**17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

17.1 The parties to this deed do not intend that any terms of this deed should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this deed.

**18 GOVERNING LAW AND JURISDICTION**

18.1 This deed and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) is governed by the law of England and Wales.

18.2 Subject to clause 9.4 of this deed both parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any matter dispute or claim arising out of or in connection with this deed (whether contractual or non-contractual in nature).

**19 DELIVERY**

This document is executed and delivered as a deed on the day and year stated above.

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SCHEDULE 1

Amendments to the Transfer Contract

Part 1

(Amendments with effect from the date of this deed)

- 1 The following amendments to Schedule 4 (Association's Covenants):
  - (a) the deletion of covenant 1 (Application of Surpluses);
  - (b) the deletion of covenant 3.1 (Housing Corporation Requirements);
  - (c) the deletion of covenant 11 (Constitution);
  - (d) the deletion of covenant 14 (Nominate Board Member);
  - (e) the deletion of covenant 16 (Merger/Subsidiary);

Part 2

(Amendments with effect from the Effective Date)

- 1 The deletion of clause 17 (Association's Obligations) and Schedule 4 (Association's Covenants).

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**SCHEDULE 2**  
**The Objectives**

Part 1

(The Development Objectives)

- 1 To build 363 new dwellings in the District of Rochford (the "**New Dwellings**") in accordance with an agreed tenure mix, in agreed locations, and in accordance with agreed designs
- 2 For the Start on Site Date for each Scheme to have occurred on or before 31 March 2018

Part 2

(The Economic and Community Investment Objectives)

- 1 To invest finances, resources and knowledge in Rochford, as set out in this Part or in line with annual plans which will be shared with the Committee and the Council.
- 2 To invest £100,000 in aggregate during the financial years 16/17, 17/18, 18/19 and 19/20 in community projects and initiatives in the District of Rochford in line with a community investment plan (the "**Community Investment Plan**") agreed on an annual basis between Sanctuary and the Council, in consultation with the local community and the Committee. Should agreement not be reached between the parties, all unexpended amounts as at 31 March 2020 shall be paid over to the Council for use on community projects and initiatives as it may decide.
- 3 To work with the Council and other statutory and voluntary organisations to develop plans and initiatives to tackle anti-social behaviour in the District of Rochford and to support preventative measures and support action taken in relation to issues which involve residents, properties and estates in the District of Rochford.

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- 4 To invest an amount (subject to need) up to the value of One Hundred and Fourteen Thousand Four Hundred and Fifty Pounds (£114,450.00) per Financial Year until 25 September 2037 indexed at RPI from the date of this Deed in respect of aids and adaptations which qualify for Disabled Facilities Grants to Sanctuary's properties within the District of Rochford in accordance with the criteria applied by the Council from time to time. Sanctuary acknowledges and agreed that any underspending in any one Financial Year shall be carried forward and added to the budget from such aids and adaptation in the next Financial Year. Sanctuary will, promptly after the end of each Financial Year report in writing to the Council: (a) the amount spent in that Financial Year, and (b) the cumulative amount spent to date.

Part 3

(The Asset Services Objectives)

- 1 To work with the Council to develop a plan for the provision of asset services to support the Council to utilise its assets in a way which will bring in new and additional sources of revenue and enhance the District of Rochford and to provide reasonable amounts of dedicated support to the Council to implement any agreed proposals.
- 2 To provide reasonable numbers of dedicated staff to undertake asset performance reviews and produce proposals and costings for the Council's consideration following a request by the Council to do so before the first anniversary of the date of this deed.

Part 4

(The Older Persons Accommodation Objectives)

**1. FRANCES COTTEE LODGE, Clarence Road, Rayleigh, Essex, SS6 8SH as defined in paragraph 6 of Schedule 1 Part 1 of the Low Demand Property Lease**

To develop and refurbish Frances Cottee Lodge by 31 March 2018 as accommodation to be let on licence for homeless families and single people in accordance with the proposals set out in schedule 4 to this Agreement (as may be amended by planning or with the agreement of both



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parties hereto (each acting reasonably)), working in partnership with the Council to agree proposals and designs with the Council to address potential obstacles prior to planning;

**2. GOODMAN'S COURT, ROMNEY HOUSE, PEMBROKE HOUSE, WEDGEWOOD COURT  
AND CHIGNALL HOUSE**

To procure that Rochford will exercise its options to purchase the freehold of the above properties within six months of the date of this deed and will undertake the refurbishment works to the properties by 31 March 2018.

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SCHEDULE 3

Terms of Reference of the Committee

**1. PURPOSE**

- 1.1 The purpose of the Rochford Committee (the Committee) is to monitor overall operational performance and compliance with the Rochford Charter for Rochford district residents.

**2. OBJECTIVES**

- 2.1 The committee's objectives are to:
- focus on continuous improvement to local services provided by Sanctuary Group (the Group) and its agencies;
  - monitor and hold the Group to account for landlord services and investment in new homes within Rochford district;
  - promote good communication between Sanctuary and its stakeholders;
  - actively seek residents' views and promote resident engagement;
  - monitor spend and ensure services continue to offer good value;
  - work with and support Sanctuary's operations nationally, whilst also paying due consideration to the objectives of Rochford District Council and other key local partners; and
  - influence and recommend improvements to the way local services and neighbourhood/community initiatives are delivered.

**3. SERVICE DELIVERY**

- 3.1 To meet the objectives, the committee will monitor standards of service by Sanctuary and its contractors relating to the following aspects of housing and maintenance:
- Tenancy management
  - Estate management, including grounds maintenance
  - Management of empty homes, lettings and allocations
  - Day-to-day repairs
  - Planned maintenance and reinvestment, including the 'Rochford Standard'
  - Arrears and rent collection (not rent setting)
  - Tenancy breaches including anti-social behaviour
  - Resident engagement
  - Customer services (including complaints)
  - Leaseholder services
  - Retirement living
  - Resident communication
  - Progress of the affordable homes programme locally
  - Such further or other services as are necessary or agreed or required by law, which are provided from time to time

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- 3.2 Sanctuary will advise and consult with the committee before implementing any major changes to services, service levels or the costs thereof.
- 3.3 Sanctuary will advise and consult with the committee on future strategy and policies affecting service delivery within the Rochford area.
- 3.4 The committee will be responsible for monitoring performance for all Sanctuary properties situated within Rochford district.

**4. MEMBERSHIP**

- 4.1 The committee will comprise of up to 10 members made up of five residents living within Rochford district (in homes owned by or, in the case of a leasehold property, where the freehold is owned by, Sanctuary Group), three members nominated by Rochford District Council and two independent members.
- 4.2 The committee may co-opt a maximum of two members for a period of no more than 24 months to fill identified gaps in skills and knowledge amongst the existing membership.
- 4.3 When a vacancy arises amongst the membership it will be filled as follows:-
  - (i) Where the vacancy is for a resident or independent member expressions of interest will be sought by local advertisement
  - (ii) Where the vacancy is for a Rochford District Council nominee application will be made to the Council to nominate a new member as soon as possible
- 4.4 With the exception of Council nominees, recruitment to vacancies will be by an interview selection process undertaken by three designated members of the committee (to include the Chair and Vice Chair) and a member of staff who will act in an advisory capacity. Appointment will be by majority decision.
- 4.5 New members will be subject to a six month probationary period, with confirmation of appointment by resolution of the committee.
- 4.6 All appointments and nominations will have due regards to Sanctuary's equality and diversity policy and reflect the community the committee seeks to serve.
- 4.7 All members will comply with Sanctuary's Code of Conduct for members.
- 4.8 If a member is absent from three consecutive meetings of the committee without special dispensation from the committee, they will cease to be a member.
- 4.9 No one can become or remain a committee member if they:
  - (a) become bankrupt;
  - (b) become incapable by reason of mental disorder, illness or injury of managing and administering his or her property affairs;
  - (c) are subject to a custodial sentence imposed by a court in the UK in respect of any criminal act or omission unless the committee otherwise determines;
  - (d) were a tenant at the date he/she became a member but subsequently ceases to be a tenant;
  - (e) become a Local Authority appointed person on the Committee (if they are a tenant or resident member);
  - (f) are a tenant and become subject to an order for possession of the property of which he/she is the tenant;
  - (g) resign in writing from the committee;

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- (h) are removed by a resolution of the committee; or
- (i) become deceased.

**5. CHAIR**

- 5.1 Members will elect from the committee a Chair and Vice Chair every 12 months, with the retiring Chair and Vice Chair able to stand again for election.
- 5.2 The election shall be by self-nomination followed by a closed ballot of members of the Committee.

**6. MEETINGS**

- 6.1 Meetings of the committee shall be called by the Chair or by three members upon written Notice to all members of at least 14 days.
- 6.2 The committee shall meet bi monthly or at least six times per year.
- 6.3 The committee may establish, from time-to-time, sub committees of members to carry out some of its functions.
- 6.4 The committee will aim to reach decisions by consensus but, where this is not possible, a vote will be taken and the motion carried by simple majority.
- 6.5 Minutes shall be kept of all committee and sub committee meetings, copies of which shall be provided to members and to the Group Housing Committee.
- 6.6 The committee will undertake an annual review of its own collective performance and this will be reported to the Group Housing Committee.
- 6.7 The Chair can escalate concerns or issues on behalf of the committee to Kate Still, Director of Housing Operations, where a local resolution cannot be found. If they remain dissatisfied, issues should be raised with the Chair of the Group Housing Committee.

**7. QUORUM**

- 7.1 The quorum for any formal meeting shall be six members, with at least one tenant, one council-nominated and one independent member in attendance.

**8. SUCCESSION**

- 8.1 Committee members will be appointed for a term of up to three years, with an option for a second term of not more than three years if re-selected. Any member who serves a second term must stand down for a minimum of 12 months at the end of their term, after which they will be eligible to reapply.
- 8.2 For the first cycle it is proposed that one resident member stands down at the end of the first year and that one independent and two resident members stand down at the end of the second year. This is to be determined by lot. Following this, retirement will be based on length of service, with those who have been on the committee for the longest being selected for retirement first.

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**9. TRAINING**

- 9.1 A skills analysis will be undertaken by the Chair and a nominated representative of Sanctuary on an annual basis to identify the training needs of members. A budget will be available to provide internal and external training as required.
- 9.2 All new members will participate in an induction programme.

**10. SUPPORT**

- 10.1 Professional expertise and a reasonable level of administrative support will be provided by Sanctuary to help service the committee. Such administrative support includes arranging meeting venues, preparing and distributing agendas and taking action points. A nominated representative of Sanctuary will facilitate meetings.

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SCHEDULE 4

Frances Cottee Lodge Proposal



Introduction

Frances Cottee Lodge comprises of 24 units split over two distinctly different buildings and is currently utilised as age restricted accommodation. It is located within an established area that is predominantly residential and is relatively close to local facilities such as schools, shops and local transport links.

The substantial element of the property (Block A) consists of a main building with 12 units of accommodation together with communal facilities. There is also a satellite block of 12 units (Block B) which has no communal facilities and includes 4 studio apartments.

The total accommodation comprises:-

	Block A	Block B
Ex Warden 2 Bed House	1	N/A
Studio	N/A	4
Number of 1 Bed Flats	9	8
Number of 2 Bed Flats	2	N/A

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**Appendix A**

The existing internal layout of Block A as seen in Appendix A is relatively flexible and would lend itself to temporary accommodation and there is no need for substantial remodelling.

There are currently extensive but dated communal facilities which include a lounge and kitchen, guest room, salon and laundry. The scheme has a communal boiler and heat distribution system serving both blocks and upgrades to this system would need to be considered when looking at the future use of the site as a whole.

**Options Appraisal**

An options appraisal has been undertaken in order to ascertain the potential of conversion of Block A to provide accommodation let on licence for homeless families and single people. The appraisal evaluated the current layout and condition of the building and the potential requirements of the temporary accommodation facility.

The initial review found that the building is in a “tired” condition and is in need of general updating with a particular focus on the communal areas. Within a temporary accommodation scheme these would provide useful flexible spaces.

The mechanical and electrical equipment within the scheme is dated and may require replacement or upgrading; it is recommended that a further Mechanical and Electrical (M&E) survey is carried out once the usage of the building and its functionality have been confirmed.

On the whole, the individual apartments are in good condition due to the extensive “Rochford Standard” capital replacement programmes. The apartments are of an adequate size and have individual kitchens and bathrooms. Of particular interest is the ex-scheme manager’s house that is currently let as temporary accommodation.

Block B has also been appraised as part of the options appraisal process and this offers flexible accommodation that could either be linked to the proposal for temporary accommodation in the form of additional units or move on accommodation or as general needs housing.

The investment requirements for Blocks A and B are largely similar and comprise of upgrades to the fabric of the building, M&E and the communal areas. A breakdown of the suggested Year One investment can be seen below:-

Scheme	Cyclical Communal Works	M&E Works	Apartment Components	Communal Components Works	Fabric & External Works	Total
Block A	35,000	40,000	10,000	15,000	25,000	125,000
Block B	8,000	4,000	1,000	2,000	5,000	20,000

**Conclusion**

*It is considered that the provision of temporary accommodation at Francis Cottee Lodge is feasible as the current layout and the design of the site gives added flexibility to the number of units that could be provided from an asset point of view.*

*Investment in the region of £145,000 would ensure that a fit for purpose scheme could be developed (subject to further design work) depending on the individual requirements of a temporary accommodation service.*

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Appendix A

Executed as a deed by affixing )  
the common seal of )  
**SANCTUARY HOUSING ASSOCIATION** )  
in the presence of: )

Authorised Signatory

Authorised Signatory

Executed as a deed by affixing )  
the common seal of )  
**ROCHFORD HOUSING ASSOCIATION** )  
**LIMITED** )  
in the presence of: )

Authorised Signatory

Authorised Signatory

Executed as a deed by affixing )  
the common seal of )  
**ROCHFORD DISTRICT COUNCIL** )  
in the presence of: )

Authorised Signatory

Authorised Signatory