



# **The Affordable Housing Partnership for the West of England**

## **Joint Working Agreement**

**HomesWest has been established to deliver new affordable homes across the West of England in 2015-18 & beyond. Partners will work at the West of England level to support increased delivery, engage in regional debate, support housing & planning policy development & develop best practice. Partners will also work at a Unitary Authority level, to meet local affordable housing priorities.**

**HomesWest has a series of broad delivery standards to ensure excellence in delivery of new homes, allocations & on-going housing management but these are not intended to replicate the regulatory role of the Homes & Communities Agency. HomesWest also recognises the unique housing pressures experienced in each of the 4 Unitary Authorities & different policy frameworks that secure & allocate affordable housing in each Authority area.**

**This Agreement establishes the joint commitment of the Registered Providers & the West of England Unitary Authorities to increase the delivery of good quality, affordable homes across the area.**

### **HomesWest Partners agree to work together to:**

**Increase the supply of good quality, sustainable, affordable homes in the West of England**

**Explore new & innovative routes to the delivery and funding of affordable homes**

**Maximise the benefits of delivering affordable housing to support wider corporate & organisational priorities**

**Engage in initiatives at both strategic & local levels to support housing-related policy development & affordable housing delivery**

**Target the use of funding to meet priority housing needs**

**Share best practice & seek excellence in strategic partnership working**

## The HomesWest Registered Provider Partners will:



### DEVELOPMENT



Adhere to the commitments, statements & responses made in their HomesWest submission



Provide monthly/quarterly updates on development progress, specifically start on site & completion dates, as required by each UA. Specific information (e.g. project plan, breakdown of scheme development costs) will be required at certain agreed stages throughout the development process for each scheme (e.g. at approval stages).



Unless otherwise agreed with the UA, to ring-fence & recycle UA capital grant, s106 funding or developer discount arising from the sale of equity in shared ownership homes or other disposals, for the provision of new affordable housing within the relevant UA area.



Liaise with the Enabling Team of the relevant UA for all queries on affordable housing matters on proposed s106 opportunities



Work within the terms of any s106 agreement & abide by the nil subsidy approach to s106 development on all sites unless, after a viability problem has been identified, express support for the use of any public funding is given by the relevant UA & this is stated in the individual S106 agreement.



Work with relevant UA(s) to agree targets for delivery to meet local priorities.



Comply with UA guidance on LA Subsidy Claims & Approvals.



Sign up to relevant UA Funding Agreement on a scheme by scheme basis to meet State Aid requirements.

### ALLOCATIONS & MANAGEMENT



Sign up to Choice Based Lettings Agreement and /or Partnership & follow the policies & procedures of each UA.



Local connection criteria within S106 agreements may be applied in relation to specific schemes, & must be adhered to.



Develop scheme specific local lettings policies where necessary, by agreement with the UA.



Comply with the HCA regulatory framework for housing management & alert the UAs to any regulatory failings or concerns over standards along with copies of any proposals to rectify failings.



Sign up to each UA's homelessness prevention protocol.

## **The West of England Unitary Authority Partners will:**

**Use enabling fees to support the work of the Unitary Authorities to enable the delivery of affordable housing.**

**Negotiate affordable housing provision on eligible S106 sites in accordance with quality, affordability & design standards to deliver Core Strategy policy.**

**Advertise & promote the benefits of using HomesWest for affordable housing delivery to developers, house builders, Elected Members & other stakeholders.**

**Support HomesWest RP Partners in funding bids to the HCA & other funding providers.**

**Provide front line enabling support & advice service to HomesWest RP partners through planning & development processes\*.**

**Seek to resolve issues raised by HomesWest RP Partners on specific sites & planning agreements such as Deed of Variations, Waivers & viability considerations\*.**

**Commission affordable housing schemes with HomesWest partners.**

**Advise on specific regeneration schemes & proposals for the remodelling of affordable housing to meet current and future needs.**

**Support local communities to deliver affordable housing schemes in rural areas.**

**Engage with HomesWest RP Partners on policy and strategy development to promote the work of HomesWest & affordable housing delivery.**

**Commission research on affordable housing delivery issues to support strategy and policy development**

\* Please note, enabling work is outside of but supports the formal planning framework These undertakings do not suggest any form of SLA or priority planning for affordable housing within the planning framework unless individual arrangements are in place at a UA level or through PPA.

# West of England

Bath & North East  
Somerset Council



North  
Somerset  
COUNCIL

South Gloucestershire  
Council

## Enabling fees



**An Enabling Fee will be incurred on each affordable housing unit delivered. The fee is levied for the provision of services which enable the delivery of affordable housing, & which may assist with funding financial, legal, social, economic & environmental services required to secure & maximise affordable housing delivery. Enabling fees may also be used to secure any other additional services directly relating to affordable housing provision. Fees will become payable under the following terms:-**



**The fee applies to all affordable housing units.**

**The fee of £550 per unit will apply from 1 April 2015 per unit (increased annually by RPI).**

**The fee is paid by the HomesWest RP Partner to the relevant UA on entering a building contract or at start on site or at start of phase in the case of outline applications with phased delivery by the developer, or otherwise as invoiced by the UA to the HomesWest RP Partner, re-chargeable directly or indirectly to the organisation retaining ownership of the affordable housing unit**



**The fee is a non-qualifying cost in respect of any bid for public subsidy.**

**The fees cannot be paid from Registered Providers reserves which have been accumulated via Social Housing Grant (SHG), funded schemes such as Recycled Capital Grant Fund (RCGF), Ring fenced LA Grant**



**The fee will be paid at the rate for the year of start on site for the development or phase of development, or the date of building contract for that development or phase of development, whichever is the latter.**

## **HCA Regulatory Judgements & other performance measures:**

**All registered providers invited to join HomesWest have been asked to certify a V1 and G1 Regulatory Judgement.**

**If the HomesWest RP Partner experiences any adverse consumer ratings during the term of HomesWest these will be notified to the UAs along with proposals for improving ratings.**

**If the HomesWest RP Partner loses its V1G1 RJ rating :**

**As long as the HCA are still prepared to honour the capital funding relationship, the HomesWest RP Partner will remain an active member of HomesWest.**

**If the HCA withdraws funding or demands the HomesWest RP Partner withdraws from a development programme, membership of HomesWest will be suspended until a development role, approved by the HCA, is re-established.**

### **DECLARATION**

Nothing in this Agreement shall create, or be deemed to create, a partnership (under the meaning given in the Partnership Act 1890), or the relationship of principal & agent between the parties to this Agreement. Except as expressly authorised in this Agreement, no party to the Agreement has any authority to act, make representations or bind or contract on behalf of any of the other parties to this Agreement.

# West of England

Bath & North East Somerset Council



North Somerset Council

South Gloucestershire Council

hanover



United communities  
more than just a roof

The ExtraCare  
Charitable Trust

Changing lives  
one by one

Affinity Sutton

STONEWATER

Elim

curo

GreenSquare

solon  
SOUTH WEST  
HOUSING  
ASSOCIATION  
LIMITED

Merlin  
www.merlinhs.co.uk

sovereign



Knightstone



aster

The Guinness  
Partnership

Alliance Homes  
Group