

DATED THIS DAY OF 2021		
(1)	ARUN DISTRICT COUNCIL	
(2)	WEST SUSSEX COUNTY COUNCIL	
(3)	FITZALAN ESTATES LIMITED	
(4)	ARUNDEL TOWN COUNCIL	
(5)	ARUNDEL COMMUNITY LAND TRUST LIMITED	
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land at Ford Road, Arundel. Planning ref: AB/135/20/OUT	
	Arun District Council The Civic Centre Maltravers Road LITTLEHAMPTON BN17 5LF DX 57406 LITTLEHAMPTON	
	DPS/8440	

Date:

2021

PARTIES:

1.	ARUN DISTRICT COUNCIL of The Civic Centre, Maltravers Road, LITTLEHAMPTON BN17 5LF ("the Council");
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, PO19 1RQ ("the County Council");
3.	FITZALAN ESTATES LIMITED of The Norfolk Estate Office Arundel, Arundel, West Sussex, BN18 9AS (company registration no. 07096115) ("the Owner") and
4.	ARUNDEL TOWN COUNCIL of The Town Hall, Maltravers Street, Arundel, West Sussex, BN18 9AP ("the Town Council")
5.	ARUNDEL COMMUNITY LAND TRUST LIMITED a community benefit society registered under the Cooperative and Community Benefit Societies Act 2014 under registration number 8176 and whose registered address is The Town Hall, Maltravers Street, Arundel, West Sussex, BN18 9AP ("ACLT")

WHEREAS

1.	The Council is the local planning authority, for the purposes of the Act for the area in which the Land is situated and the authority responsible for the provision of housing, leisure and recreation services.
2.	The County Council is the local highway authority for the area in which the Land is situated.
3.	The Council shall be responsible for enforcing this Agreement for all purposes.
4.	The County Council shall be responsible for enforcing this Agreement so far as highways matters are concerned.
5.	The Owner is the registered proprietor with Title Absolute of the land registered at HM Land Registry under Title Number WSX422755 known as land at Ford Road, Arundel.
6.	The Owner has made the Application and is proposing to carry out the Development which shall include the provision of Affordable Housing and the transfer of land to the Town Council for community purposes (the "Town Council Land" as defined below) .

7	The Parties are desirous that the Freehold of the Social Rented Units shall be transferred to the ACLT and be managed by Aster under a leasing agreement with ACLT AND that the freehold of the Shared Ownership Units shall be transferred to Aster AND that the Owner shall transfer the Town Council Land to the Town Council
8.	The Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development.
9.	This Agreement is made as a Deed.

NOW THIS AGREEMENT WITNESSETH as follows:

1.	Interpretation		
	In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:		
		“ACLT”	Arundel Community Land Trust Limited (company number RS008176).
		“Act”	means the Town and Country Planning Act 1990 as amended.
		“ACLT Social Rent Nominations Agreement”	means a nomination agreement entered into by ACLT with the Council in respect of the Social Rented Units containing provisions substantially in the form set out in Appendix 6 to this Agreement providing for allocations in accordance with the Social Rent Allocations Policy.
		“Affordable Dwellings”	means any Dwelling which is a form of Affordable Housing and “Affordable Dwelling” shall be construed accordingly.
		“Affordable Housing”	means any form of housing identified within legislation NPPF or a ministerial statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to • social rented housing • affordable rented housing • shared ownership housing

			• intermediate housing (including intermediate rent, shared equity and low cost homes for sale).
		“Affordable Housing Commuted Sum”	means a financial contribution calculated in accordance with paragraph 2.11 of the First Schedule.
		“Affordable Housing Plan”	means a plan for the provision of Affordable Housing which specifies the location, layout, mix, size, type and tenure of the Affordable Housing Units.
		“Affordable Housing Provider”	means either one or a combination of:
			a a registered provider (“Registered Provider”) of Affordable Housing registered under the Housing and Regeneration Act 2008 who is an Approved Affordable Housing Provider; or
			b ACLT; or
			c an Approved Body; or
			d Arun District Council.
		Affordable Housing Units	means 27 (TWENTY SEVEN) of the Dwellings together with their curtilage and garage or parking space to be provided as Affordable Housing details of which are to be shown on the Affordable Housing Plan comprising: 20 (TWENTY) Social Rented: 6 x 1 bedroom 10 x 2 bedroom 4 x 3 bedroom 7 (SEVEN) Shared Ownership: 2 x 1 bedroom 3 x 2 bedroom 2 x 3 bedroom it being acknowledged by the parties that this may change in accordance with the Reserved Matters Approval(s).
		“Agreed” or “Approved”	means agreed or approved in writing and given for the purpose of this Agreement.

		"Application"	means an application in respect of the Land for the Development and given Council reference AB/135/20/OUT.
		"Approved Affordable Housing Provider"	those affordable housing providers who appear on the Council list attached to this Agreement as Appendix 9.
		"Approved Body"	means a Registered Provider being one of the Council's preferred partners or such other Registered Provider or alternative Approved Affordable Housing Provider acceptable to the Council in accordance with the Council's Supplementary Planning Guidance and which has been first approved in writing by the Council.
		"Aster"	Aster Group Limited (IP29573R)
		"Chargee"	a mortgagee or chargee or Receiver
		"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended).
		"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement (and for no other purpose) any operation relating to site surveys investigations works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning (General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence" shall be construed accordingly.
		"Commencement Notice"	means notice in the form annexed to this Agreement as Appendix 1.
		"Community Land"	means the area of land being approximately 0.2 hectares indicatively shown on the Illustrative Masterplan at Appendix 4 and which is to be identified in the Reserved Matters

			Approval(s), which forms the Town Council Land.
		“the Development”	means the development of the Land authorised by the Planning Permission comprising up to 90 dwellings and associated amenity land on Land at Ford Road, Arundel, with all matters reserved except for means of access.
		“Disposal”	means a disposal of the Affordable Housing Units and /or land upon which those units are to be constructed to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and “Dispose” and “Disposed” shall be construed accordingly.
		“Dwelling”	means a residential dwelling unit together with its curtilage and any parking space or garage allocated to it to be constructed on the Land pursuant to this Planning Permission.
		“Estate Roads”	means roads, hammerheads and adjacent footways that are within the Land and remain unadopted in accordance with paragraph 1 of the Second Schedule.
		“Estate Roads Management Company”	means a private limited company to be registered at Companies House to be formed by the Owner for the purposes of carrying out future maintenance of those Estate Roads that remain unadopted in accordance with paragraph 1.1 of the Second Schedule (which may be the same entity as the Public Open Space Management Company) the details of which have been provided to the County Council which satisfy the County Council that: - 1. it is incorporated in England and Wales or Scotland; 2. it has a registered office in England or Scotland; 3. its primary objects permit it to maintain and renew the Estate Roads that are unadopted; 4. it will be entitled to recover its costs and able to undertake its management and maintenance obligations.

		“First Offer”	an offer of the freehold interest in the Social Rented Units to ACLT for £1 and an offer to Aster of a long leasehold interest in the Social Rented Units such lease to be in a form acceptable to the ACLT together with an offer of the freehold interest in the Shared Ownership Units to Aster.
		“Highways England”	means the highways authority responsible for the maintenance of the A27.
		“Highways England Contribution”	means the sum of £18,027.00 (EIGHTEEN THOUSAND AND TWENTY SEVEN POUNDS) towards mitigation measures at the A27 junctions and A284 Ford Road roundabout in Arundel payable in accordance with paragraph 3 of the First Schedule.
		“Homes England”	means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act).
		“Illustrative Masterplan”	means the Illustrative Masterplan Rev D attached hereto as Appendix 4.
		“Index”	means the “RPI All Items” Jan 1987 = 100 published by the Office for National Statistics or any successor government office, ministry or department.
		“Index Linked”	means indexation (which may increase or decrease).
		“Interest Rate”	means the rate 4% above the base rate from time to time of Lloyds Bank applicable at the Specified Date or the actual date on which the relevant obligation under this Agreement is paid whichever is the higher.
		“Land”	means the land at Ford Road, Arundel shown on the Plan attached hereto as Appendix 3 and being registered at the Land Registry under the title number WSX422755
		“LAP”	means a Local Area for Play for children of early school age which is to be provided in accordance with Arun District Council

			Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000) (or its successor document) to be delivered in accordance with paragraph 4 of the First Schedule.
		“LEAP”	means a Local Equipped Area for Play provided in accordance with Arun District Council Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000) (or its successor document) to be delivered in accordance with paragraph 4 of the First Schedule.
		“Market Housing Unit”	means all those residential units to be constructed on the Land pursuant to the Planning Permission which are not Affordable Dwellings and “Market Dwelling” shall be construed accordingly.
		“Monitoring Fee”	means a sum of £2,250.00 (TWO THOUSAND TWO HUNDRED AND FIFTY POUNDS) payable to the Council in accordance with paragraph 1 of the First Schedule in accordance with Regulation 122(2A) of CIL in respect of the cost of monitoring (including reporting under CIL) in relation to the delivery of these Planning Obligations.
		“Nomination Rights”	means the right of the Council to nominate occupiers to the Affordable Housing Units in accordance with paragraph 2.12 of the First Schedule to this Agreement.
		“NPPF”	means the National Planning Policy Framework in force at the time that this Agreement is completed or at the time any appeal is determined.
		“Occupation”	means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and “First Occupation” and “Occupiers” and “Occupy” and “Occupied” shall be construed accordingly.
		“Owner”	means Fitzalan Estates Limited of The Norfolk Estate Office Arundel, Arundel, West Sussex,

			BN18 9AS (company registration no. 07096115) and includes their respective successors in title.
		"Payment Notice"	means a notice in the form annexed to this Agreement as Appendix 2.
		"Plan"	means the plan annexed hereto as Appendix 3 and marked "Plan".
		"Planning Condition"	means any condition subject to which the Planning Permission is granted.
		"Planning Obligations"	means the obligations, conditions and stipulations set out in the First Schedule and the Second Schedule and "Planning Obligation" shall be construed accordingly.
		"Planning Permission"	means a planning permission for the Development granted pursuant to the Application.
		"Provide"	means a) in the case of Affordable Dwellings to design and construct such Dwellings for habitation in a Serviced Condition to the reasonable satisfaction of the Approved Body and "Provided" shall be construed accordingly.
		"Public Open Space"	means those parts of open space, including LEAPS, LAPS, children's play areas and amenity to be provided within the Development the approximate location of which is to be shown in the Public Open Space Specification. "Public Open Spaces" shall be construed accordingly.
		"Public Open Space Management Company"	means a private limited company to be registered at Companies House to be formed by the Owner for the purposes of carrying out future maintenance of the Public Open Space (which may be the same entity as the Estate Roads Management Company) the details of which have been provided to the Council which satisfy the Council that: - 1. it is incorporated in England and Wales or Scotland; 2. it has a registered office in England or Scotland;

			3. its primary objects permit it to maintain and renew the Public Open Space; 4. it will be entitled to recover its costs and able to undertake its management and maintenance obligations.
		“Public Open Space Specification”	means a scheme to be submitted to and approved by the Council in accordance with paragraph 4 of the First Schedule setting out: a) the proposed timetable and programme for delivery of the Public Open Space to be provided at the Development by reference to the Occupation of a certain number of Dwellings at the Development or such other alternative trigger points for delivery of the scheme as may be approved by the Council in writing when approving the scheme; b) a maintenance and management plan for the Public Open Space to be provided at the Development, including details of the areas in question to be transferred to or managed by the Public Open Space Management Company; consideration of the ACLT’s involvement in such management company and details of the circumstances in which the Public Open Space may be closed to the public for maintenance, management, health and safety, and other reasons.
		“Qualifying Occupier”	means a person who satisfies the Qualifying Criteria as set out and defined in the Social Rent Allocations Policy from time to time.
		“Reasonable Endeavours”	means it is agreed by the parties that the party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable.

		“Receiver”	any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
		“Recorded Delivery”	means post that when received must be signed for by the recipient.
		“Reserved Matters Approval(s)”	means approval by the Council of one or more matters reserved for approval by the Planning Permission which will include identifying the area of land to be transferred as Community Land.
		“Resident”	means the owners and occupiers of individual Dwellings to be constructed on the Land and “Residents” shall be construed accordingly
		“RICS”	means the Royal Institute of Chartered Surveyors
		“RPI Index”	means the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department
		“Second Offer”	means an offer of the freehold interest in the Social Rented Units to ACLT for £1 and an offer to an Affordable Housing Provider who has been approved by the ACLT of a long leasehold interest in the Social Rented Units such lease to be in a form acceptable to the ACLT together with an offer of the freehold interest in the Shared Ownership Units to an Affordable Housing Provider
		“Section 31 Agreement”	means an agreement entered under Section 31 of the Highways Act 1980
		“Section 38 Agreement”	means an agreement entered under Section 38 of the Highways Act 1980
		“Section 278 Agreement”	means an agreement entered into under Section 278 of the Highways Act 1980
		“Section 73 Consent”	means any approval or consent given by the Council under Section 73 of the Act.

		“Serviced Condition”	means in relation to the land to be used for the Affordable Housing Units, the provision of roads sewers, gas, water electricity and telecommunications to the boundary to be necessary and adequate so as to enable such land to be occupied
		“Shared Ownership Allocations Policy”	means the allocations policy nominated by the Council from time to time applicable to the Shared Ownership Units as varied from time to time by the Approved Body with the freehold interest in the Shared Ownership Units (with the approval of the ACLT) and (but only in so far as it affects first Occupiers) the Council
		“Shared Ownership Nominations Agreement”	means a nomination agreement entered into by an Affordable Housing Provider (other than the ACLT) with the Council in respect of the Shared Ownership Units containing provisions substantially in the form set out in Appendix 8 to this Agreement providing for allocations on the basis of the Shared Ownership Allocations Policy
		“Shared Ownership Lease”	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes England from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes England
		“Shared Ownership Units”	means the 7 Affordable Housing Units in respect of which occupation will be via a Shared Ownership Lease
		“Social Rent”	low cost rent which is no higher than the rent set by the Regulator of Social Housing and which is set having regard to the Government’s policy on rents for social housing from April 2020 as varied from time to time and which is calculated taking into account average rent, relative property values, relative earnings for the locality and the size of the properties or such other form of low cost social housing rent which replaces social rent for local communities if applicable
		“Social Rent Allocations Policy”	means the allocations policy as set out in Appendix 7 applicable to the Social Rented

			Units as varied from time to time by the ACLT and only upon having given notice of such variations to the Approved Body holding the leasehold interest in the Social Rented Units (with, in so far as it affects first Occupiers only, the approval of the Council not to be unreasonably withheld)
		“Social Rented Units”	means the 20 Affordable Housing Units to be provided at Social Rents.
		“Specified Date”	means the date upon which a Planning Obligation arising under this Agreement is to be carried out or is due to be performed
		“Town Council Land”	means the Community Land to be transferred to the Town Council in accordance with paragraph 1 of the Fifth Schedule.
		“Town Council Land Transfer”	means the Transfer of Part annexed hereto at Appendix 5 with such amendments as the Owner shall submit for the Town Council’s approval.
		“Travel Plan”	means the travel plan prepared by Ardent Consulting Engineers and titled ‘The Norfolk Estate; Land at Tortington Arundel; Travel Plan Report Reference No. 173483-07; Project No. 173483; December 2020’ attached as Appendix 10 subject to any amendments agreed in writing by the County Council from time to time
		“Travel Plan Co-ordinator”	means the person appointed by the Owner responsible for securing the implementation of the Travel Plan
		“Travel Plan Monitoring Fee”	means the sum of thousand hundred pounds (£) payable to County Council for monitoring the delivery the Travel Plan over the lifetime of the Development
		“Travel Plan Auditing Contribution”	means the sum of £3,500.00 (THREE THOUSAND FIVE HUNDRED POUNDS) towards the auditing of the County Council’s Travel Plan payable in accordance with paragraph 2 of the Second Schedule

		“Working Day”	means a weekday (Saturdays, Sundays and public holidays days excepted) and “Working Days” shall be construed accordingly.
2.		INTERPRETATION	
	2.1	Clause headings shall not affect the interpretation of this Agreement.	
	2.2	A “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).	
	2.3	A reference to a “company” shall include any company, corporation or other body corporate, where and however incorporated or established.	
	2.4	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.	
	2.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.	
	2.6	A reference to any party shall include that party’s representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council, County Council and the Town Council, the successors to their respective statutory functions.	
	2.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.	
	2.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.	
	2.9	A reference to “writing” and “written” does not include fax or email.	
	2.10	References to clauses and schedules are to the clauses and schedules of this Agreement	
	2.11	An obligation on a party not to do something includes an obligation not to allow that thing to be done	
	2.12	Any words following the terms “including” , “include” , “in particular” , “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.	
	2.13	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 them individually.	

3.	LEGAL BASIS	
	3.1	This Agreement is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not.
	3.2	The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as local planning authorities as appropriate against the Owners in accordance with Section 106 of the Act.
4	CONDITIONALITY	
	4.1	This Agreement is conditional upon:
	4.1.1	the grant of the Planning Permission
	4.1.2	the Commencement of the Development,
		save for the provisions of Clauses 2, 3, 4, 12, 14, 19, 20 and 21 which shall come into effect immediately upon completion of this Agreement.
	4.2	In the event that the Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Agreement is also conditional upon:
	4.2.1	The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:
	4.2.1.1	Necessary to make the Development acceptable in planning terms; and
	4.2.1.2	Directly related to the Development; and
	4.2.1.3	Fairly and reasonably related in scale and kind to the Development; and
	4.2.1.4	Complies, in all other respects with Regulation 122 of the CIL Regulations
	4.2.2	In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his Decision Letter that any individual Planning Obligation within the Agreement is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Agreement and shall have no effect and the Owner shall not be

			obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.
5	THE OWNER'S COVENANTS		
	5.1	The Owner covenants with the Council so as to bind the Land to perform the obligations as set out in the First Schedule.	
	5.2	The Owner covenants with the County Council so as to bind the Land to perform the obligations as set out in the Second Schedule.	
	5.3	The Owner covenants with the Town Council so as to bind the Land to perform the obligations as set out in the Fifth Schedule.	
6	THE COUNCIL'S COVENANTS		
	The Council covenants with the Owner as set out in the Third Schedule.		
7	THE COUNTY COUNCIL'S COVENANTS		
	The County Council covenants with the Owner and the Council as set out in the Fourth Schedule.		
7 A	THE TOWN COUNCIL'S COVENANTS		
	The Town Council covenants with the Owner as set out in the Sixth Schedule.		
7 B	THE ACLT's COVENANTS		
	The ACLT covenants with the Owner as set out in the Seventh Schedule.		
8		CERTIFICATES	
	8.1	The Owner agrees with the Council and the County Council:	
		8.1.1	Not more than 7 (seven) days after the Development is Commenced the Owner shall serve on the Council and the County Council a Commencement Notice in the form set out in Appendix 1 hereto.
		8.1.2	where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give the Council or the County Council notice of the Specified Date not more than seven days after such Specified Date; and
		8.1.3	if the Owner fails to give the notice required under this Clause the Council or the County Council shall acting reasonably be entitled in their absolute discretion to

		determine the Specified Date and shall give notice to the Owners of that determination
9	MISCELLANEOUS	
	9.1	Nothing in this Agreement constitutes an obligation to grant planning permission.
	9.2	The Owner shall on completion of this Agreement pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement in the sum of £6,000 (six thousand pounds).
	9.3	The Owner shall on completion of this Agreement pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement in the sum of £ {insert sum in figures} (insert sum in pounds).
	9.4	The provisions of this Agreement shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999 except for the obligations in Schedule 5 which may be enforced by the Town Council.
	9.5	This Agreement shall be registered by the Council as a local land charge.
	9.6	Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by Recorded Delivery to the principal address or registered office (as appropriate) of the relevant party or sent by email to the relevant party's email address. Save where expressly stated otherwise in this Agreement, if a party's consent approval or agreement is required it shall be deemed to have been given if that party has not responded to a written request with a written refusal of the same within 40 Working Days.
	9.7	Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owner's written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
	9.8	Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

	9.9	This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission (or related Section 73 Consent as applicable) shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
	9.10	Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission and any related Section 78 Consent) granted (whether or not on appeal) after the date of this Agreement.
	9.11	Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority
10	PAYMENT NOTICE	
	All payments due under this Agreement shall be forwarded to the payee and shall have attached to them a copy of the Payment Notice duly completed.	
11	EXCLUSIONS OF LIABILITY	
	11.1	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
	11.2	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.
	11.3	This Agreement shall not be enforceable against Residents, or their Chargees, nor against those deriving title from them.
	11.4	Notwithstanding any other provision of this Agreement the Planning Obligations under this Agreement shall not be binding or enforceable against:
	11.4.1	Any Chargee of any tenant or person to whom an Affordable Housing Provider grants a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
	11.4.2	Any person to whom a Shared Ownership Lease of an Affordable Dwelling is granted.

		11.4.3	Any person who has acquired either a reversionary interest or a new lease in an Affordable Dwelling pursuant to the terms of a Shared Ownership Lease.
		11.4.4	Any Affordable Housing Provider
	11.5	The Planning Obligations in this Agreement shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.	
	11.6	The Planning Obligations in this Agreement shall not bind or be enforceable against any Chargee of an Affordable Housing Provider or any successor in title to such Chargee.	
	11.7	Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the Chargee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the Chargee shall not be liable for any breach of this Agreement that occurs prior to the Chargee taking possession of the land.	
12	WAIVER		
	No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.		
13	CHANGE IN OWNERSHIP		
	The Owner agrees with the Council and the County Council to give the Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the Planning Obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the Council and County Council of any change of ownership affecting a Dwelling.		
14	FUTURE SECTION 73 CONSENTS		
	14.1	Subject to clauses 14.2 to 14.5 below, if any Section 73 Consent is granted after the date of this Agreement:	

	14.1.1	the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
	14.1.2	the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;
14.2	nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;	
14.3	to the extent that any of the Planning Obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;	
14.4	the provisions of this clause 14 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Agreement;	
14.5	the Council reserves the right to insist upon the completion of a separate Planning Obligation by Agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.	
15 INDEX LINKED		
15.1	Unless there is an express provision to the contrary the Owner agrees with the Council that any sum payable by the Owner and referred to in the First Schedule shall be increased by the application of the following formula: $A = B \times (C \text{ divided by } D)$	
Where	A	is the sum actually payable on the Specified Date
	B	is the original sum mentioned in this Agreement
	C	is the RPI Index for the month preceding the Specified Date
	D	is the RPI Index for the month two months before the date that Planning Permission is granted
	C/D	is equal to or greater than 1

15.2	Unless there is an express provision to the contrary the Owner agrees with the County Council that any sum payable by the Owner and referred to in the First Schedule shall be increased by the application of the following formula: $A = (B \times C) \text{ divided by } D$	
Where	A	is the sum actually payable on the Specified Date
	B	is the original sum mentioned in this Agreement
	C	is the Index for the quarter preceding the Specified Date
	D	is the Index for the quarter preceding the date that Planning Permission is granted
	C/D	is equal to or greater than 1
15.3	Where reference is made to an index and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.	
16	INTEREST	
	Interest will be paid on sums due to the Council and the County Council under this Agreement, but not paid on the Specified Date, from the Specified Date until actual payment. The rate of interest shall be the Interest Rate.	
17	VAT	
	All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.	
18	NOTICES	
18.1	A notice or other communication to be given under or in connection with this Agreement must be in writing and must be:	
	18.1.1	delivered by hand;
	18.1.2	sent by Recorded Delivery post or other next working day delivery service; or
	18.1.3	in the case of a notice being given to the Council, sent by email to planning@arun.gov.uk quoting the Application number AB/135/20/OUT
18.2	Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:	

	18.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton BN17 5LF marked for the attention of the Planning Department and quoting the Application number and by email to planning@arun.gov.uk ;
	18.2.2	to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester PO19 1RQ quoting the Application number
	18.2.3	to the Town Council at The Town Hall, Maltravers Street, Arundel, West Sussex BN18 9AP
	18.2.4	to the Owner at: The Norfolk Estate Office Arundel, Arundel, West Sussex BN18 9AS and c/o Withers LLP, 20 Old Bailey London EC4M 7AN (reference sew/jmw/LN91134.1)
	18.2.5	To the ACLT at The Town Hall, Maltravers Street, Arundel, West Sussex BN18 9AP
	or at such other address as the relevant party shall specify by written notice to the other parties	
	18.3	Any notice or other communication given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:
	18.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;
	18.3.2	if sent by Recorded Delivery or other next working day delivery service at 9 am on the second Working Day after posting; or
	18.3.3	if sent by email to the Council at planning@arun.gov.uk provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day
	18.4	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
19	Dispute Resolution	

19.1	Where any matter the subject of this Agreement shall be in dispute the parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.
19.2	Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for expert determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.
19.3	Any dispute disagreement or difference arising out of the provisions relating to Affordable Housing contained in paragraph 2 of the First Schedule shall be referred to an independent Chartered Surveyor of at least fifteen (15) years standing (the Expert) who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy
19.4	in the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters (the Expert) who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council; and
19.5	The determination of the Expert (including any determination as to the responsibility for the payment of his own costs and those of the Parties) shall be final and binding upon the parties and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.
19.6	The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:
19.6.1	the Expert shall call for representations from both parties within 21 days of a reference to him under this Agreement and require the parties to exchange representations within this period;
19.6.2	the Expert shall allow the parties 14 days from the expiry date of the period referred to in 19.6.1 above to make counter representations
19.6.3	any representations or counter representations received out of time may be disregarded by the Expert
19.6.4	the Expert shall provide the parties with a written decision (including his reasons) within 28 days of the last date of

			receipt of counter representations and he shall be entitled to call for such independent advice as he shall think fit.
		19.6.5	the Expert's costs and the costs of any independent advice called for by the Expert shall be costs included in the award.
		19.6.6	unless this Agreement has already been terminated each of the respective parties shall in every case continue to comply with its obligations under this Agreement regardless of the nature of the dispute for resolution pursuant to this clause 19 (but without prejudice to the rights and obligations of the respective parties in relation to the termination of the Agreement).
20	JURISDICTION		
	This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.		
21	DELIVERY		
	The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.		

FIRST SCHEDULE		
The Owner's Covenants with the Council		
The Owner covenants with the Council as follows:		
1	MONITORING FEE	
	1.1	Prior to the Commencement of the Development to pay to the Council the Monitoring Fee.
	1.2	Shall not cause or permit the Development to be Commenced until the Monitoring Fee has been paid to the Council.
2	AFFORDABLE HOUSING	
	2.1	(a) That thirty percent (30%) of the Dwellings shall be Provided as Affordable Housing defined in an Affordable Housing Plan which is to be submitted to the Council for approval and the location of the Affordable Housing within the Development shall be shown in the Reserved Matters Approval(s) to be submitted by the Owner to the Council within three years from the grant of the Planning Permission.
		(b) that as part of the first application for Reserved Matters Approval of this Permission, the Owner shall submit to the Council the Affordable Housing Plan which will include a proposed layout for the Development including the following matters (collectively referred to as "the Details"):- i. the proposed physical location, layout, size and specification of the Affordable Dwellings within the Development and of any common parts serving those Dwellings;

		ii. whether the Affordable Dwellings have parking spaces or garages; iii. which of the Affordable Dwellings are to be Social Rented Units and which are to be Shared Ownership Units and the Owner shall not Commence the construction of any Dwellings until the Details have been approved by the Council as part of the Reserved Matter Approval in accordance with this paragraph; PROVIDED THAT if the Council shall have given to the Owner agreement in writing to the Development being carried out in phases, this paragraph 2.1 (b) shall have effect as requiring the Details for each phase to be submitted as part of the first application for Reserved Matters Approval in respect of that phase, and shall prevent Commencement of the construction of any Dwellings in that phase until those Details have been approved as part of that Reserved Matters Approval.						
	2.2	To Provide the Affordable Housing Units in accordance with the Planning Permission and Reserved Matters Approval(s) in accordance with paragraph 2.1 of this Schedule (subject to any amendments agreed by the Council in writing from time to time).						
	2.3	Subject to the provisions of this paragraph 2 the Affordable Dwellings shall only be disposed of by an Owner to an Affordable Housing Provider save by way of mortgage or charge.						
	2.4	<table><tr><td colspan="2">Not to Occupy or cause or permit the Occupation of more than:</td></tr><tr><td></td><td>twenty-five percent (25%) of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by the Council) until the Owner has entered into a legally binding contract with an Affordable Housing Provider for the Disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council)) subject always to the provisions of Schedule 1, paragraph 2.15.2</td></tr><tr><td></td><td>Seventy five percent (75%) of the Market Housing Units (or such other number of Market Housing Units as may be agreed in writing by the Council) unless and until the Affordable Housing Units have been constructed and are ready for Occupation.</td></tr></table>	Not to Occupy or cause or permit the Occupation of more than:			twenty-five percent (25%) of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by the Council) until the Owner has entered into a legally binding contract with an Affordable Housing Provider for the Disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council)) subject always to the provisions of Schedule 1, paragraph 2.15.2		Seventy five percent (75%) of the Market Housing Units (or such other number of Market Housing Units as may be agreed in writing by the Council) unless and until the Affordable Housing Units have been constructed and are ready for Occupation.
Not to Occupy or cause or permit the Occupation of more than:								
	twenty-five percent (25%) of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by the Council) until the Owner has entered into a legally binding contract with an Affordable Housing Provider for the Disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council)) subject always to the provisions of Schedule 1, paragraph 2.15.2							
	Seventy five percent (75%) of the Market Housing Units (or such other number of Market Housing Units as may be agreed in writing by the Council) unless and until the Affordable Housing Units have been constructed and are ready for Occupation.							
	2.5	Subject to paragraph 2.4 of this Schedule, with effect from the date on which they are completed:						

		2.5.1	the Social Rented Units shall not be Occupied other than by a Qualifying Occupier and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Social Rented Units but to all subsequent occupiers of the Social Rented Units.
		2.5.2	the Shared Ownership Units shall not be Occupied other than by allocation in accordance with the Shared Ownership Allocations Policy and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Shared Ownership Units but to all subsequent occupiers of the Shared Ownership Units
	2.6	Mechanics of Transfer in relation to the Affordable Housing Units	
		2.6.1	the Owner shall use Reasonable Endeavours to agree terms and thereafter make the First Offer.
		2.6.2	The First Offer shall remain open for acceptance for no less than two (2) months from the date of the First Offer being made ("First Offer Period").
		2.6.3	In the event that the First Offer made in accordance with paragraph 2.6.1 above is not accepted within the First Offer Period then the Owner shall use Reasonable Endeavours to agree terms and thereafter make the Second Offer
		2.6.5	The Owner shall (if the First Offer has not been accepted) use Reasonable Endeavours to agree the terms and make the Second Offer shall be made not later than two (2) months after the expiry of the First Offer Period.
		2.6.6	The Second Offer shall remain open for acceptance for no less than two (2) months from the date of the Second Offer being made ("Second Offer Period").
		2.6.7	In the event that the Second Offer made in accordance with paragraph 2.6.3 above is not accepted within the Second Offer Period then the Owner shall make a Third Offer to transfer the Affordable Housing Units to an Affordable Housing Provider ("Third Offer") by provision of:
			2.6.7.1 A contract for the sale of the Affordable Housing Units; and
			2.6.7.2 A draft transfer which shall include the provisions set out in paragraph 2.7 below.

		2.6.8	The Third Offer shall remain open for acceptance for no less than two (2) months from the date of the Third Offer being made ("Third Offer Period").
		2.6.9	The Third Offer shall consist of the same terms as the Second Offer subject to revisions necessitated by the lapse of time and difference in parties.
		2.6.10	The Third Offer shall be made not later than one (1) month after the expiry of the Second Offer Period.
	2.7	The Owner covenants with the Council that any transfer of Affordable Dwellings to an Affordable Housing Provider will contain the following provisions:	
		2.7.1	The grant by the Owner of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Units;
		2.7.2	A reservation of all rights and access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings, estate infrastructure, and public areas on the Land; and
		2.7.3	The imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Market Dwelling.
	2.8	the Owner covenants with the Council:	
		2.8.1	in the event that the Owner becomes aware that the Affordable Housing Provider has received notification from any Chargee of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable; and
		2.8.2	in the event that the Owner becomes aware of any notice, order or direction having been served, made or given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Housing Units, to notify the Council of this as soon as reasonably practicable
	2.9	the Owner and the Council hereby agree that subject to and without prejudice to the powers and requirements of the Homes England under the Housing Act 1996 in the event of a default under any security referred to in paragraph 2.8, the disposal of any interest in the Affordable Housing Units by the Chargee in the exercise of its power of sale will not be prevented.	

Commuted Sum Payable If First, Second and Third Offer Not Implemented		
2.10	In the event that the Third Offer is not accepted within the Third Offer Period then the Owner may:	
	2.10.1	on or before the Occupation of 50% of the Market Housing Units pay to the Council the Affordable Housing Commuted Sum for the purposes of providing affordable housing within the civil parish of Arundel and following such payment the Owner and any successors in title shall be released from the provisions of this paragraph 2, which shall determine absolutely, insofar as it relates to the Affordable Dwellings and the Affordable Dwellings may be sold on the open market as Market Housing Units
	PROVIDED THAT	
	2.10.4	the Owner shall have provided the Council with written evidence of their Reasonable Endeavours to dispose of the Affordable Housing Units to an Affordable Housing Provider and evidence that it submitted the First Offer, the Second Offer and the Third Offer shall be sufficient evidence for the purposes of this paragraph; and
	2.10.5	The Council shall, acting reasonably, have confirmed in writing that such Reasonable Endeavours were reasonable or an expert shall have determined that such Reasonable Endeavours were reasonable; and
	2.10.6	the Owner shall pay to the Council the Affordable Housing Commuted Sum for the Affordable Housing Units in relation to which the First, Second and Third Offers have not been accepted within 20 working days of the end of the Third Offer Period
2.11	The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula: X multiplied by Y = the Affordable Housing Commuted Sum	
	Where:	
	X =	£80,000.00; and
	Y =	the number of Affordable Dwellings which will not be provided on the Land as part of the Development in accordance with the terms of this Agreement.
NOMINATION RIGHTS		
2.12	To procure that the Affordable Housing Provider or ACLT grant Nomination Rights to the Council to the first Occupation of the	

		Affordable Housing Units in relation to the Shared Ownership Units in the form of the Shared Ownership Nominations Agreement annexed at Appendix 8 and in relation to the Social Rented Units in the form annexed at Appendix 6 but it is acknowledged by the Council that in the event that the qualifying criteria of the Council's housing register changes substantially after the date hereof then the rights afforded to the Council as set out herein or in the Shared Ownership Nominations Agreement or in the ACLT Social Rent Nominations Agreement to nominate shall be subject to subject to renegotiation and failing agreement be referred to dispute resolution.	
ALLOCATIONS OBLIGATIONS			
	2.12 A	In any other case the Owner shall impose an obligation on the Affordable Housing Provider that it shall allocate the Affordable Dwellings in accordance with the Social Rent Allocations Policy or the Shared Ownership Allocations Policy (as applicable)	
	2.13	To procure that any transfer of Affordable Dwellings to an Affordable Housing Provider will contain the following provisions:	
		2.13.1	The grant by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Dwellings;
		2.13.2	A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Land, estate infrastructure, and public areas on the Land; and
		2.13.3	The imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Market Dwelling.
		2.13.4	A Condition that the Affordable Housing Provider shall (and in relation to the Social Rented Units the ACLT shall) within 1 month of the legal completion of the transfer, or such other period as may be agreed with the Council in writing, enter into a Nominations Agreement (in like terms to that in the Draft Nominations Agreement in Appendix 8 with the Council in relation to the Shared Ownership Units, and in the case of ACLT Social Rented Units enter into the ACLT Social Rent Nominations Agreement in Appendix 6 with the Council)
	2.14	the Owner covenants with the Council:	
		2.14.1	in the event of a default under any security referred to in paragraph 2.8 or in other circumstances warranting the intervention of Homes England (whether under the Housing

			Act 1996 or otherwise) nothing in this paragraph will prevent the transfer of the freehold of the Affordable Dwellings or any part of them to another Affordable Housing Provider;
		2.14.2	subject to and without prejudice to the powers and requirements of Homes England under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 2.8 the disposal of any interest in the Affordable Dwellings by the Receiver in the exercise of its power of sale will not be prevented.
	2.15	Future Provisions	
		2.15.1	Nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Owner in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units.
		2.15.2	The provisions of this First Schedule shall cease to bind any of the Affordable Dwellings if in relation to that Affordable Housing Unit:
		2.16.2.1	a statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
		2.16.2.2	it shall have been sold under a Shared Ownership Lease and the leaseholder (or its Chargee) has staircased his ownership under the lease to 100%.
		2.15.3	In the event of any dispute as to whether any proposed occupier of any Affordable Dwelling is a Qualifying Occupier the matter shall be determined by the Council (acting reasonably).
	2.16	Mortgagee Exclusion Clause	
		2.16.1	The Affordable Housing provisions in paragraph 2 of the First Schedule shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:
		2.16.1.1	such Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three

			months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
		2.16.1.2	if such disposal has not completed within the three month period, the Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely
3	HIGHWAYS ENGLAND CONTRIBUTION		
	3.1		Prior to the Occupation of the 1st (first) Dwelling to pay to the Council the Highways England Contribution in the sum of £18,027.00 (EIGHTEEN THOUSAND AND TWENTY SEVEN POUNDS).
	3.2		Prior to the Occupation of the 1st (first) Dwelling to pay to enter into a Section 278 Agreement with Highways England
	3.3		Shall not cause or permit the 1 st (first) Dwelling to be Occupied until the Highways England Contribution has been paid to the Council.
	3.4		Shall not cause or permit the 1st (first) Dwelling to be Occupied until the Owner has entered into a Section 278 Agreement with Highways England
4	PROVISION OF PUBLIC OPEN SPACE The Owner covenants with the Council that the Owner:		
	4.1		Shall Prior to Occupation of the 1st (First) Dwelling submit the Public Open Space Specification to the Council for approval.
	4.2		Shall not cause or permit 1st (First) Dwelling to be Occupied until the Public Open Space Specification has been submitted to the Council for approval.
	4.3		Shall prior to the Occupation of the 1st (First) Dwelling obtain the written agreement of the Council to the Public Open Space Specification.
	4.4		Shall not cause or permit the 1st (First) Dwelling to be Occupied until the Public Open Space Specification has been agreed in writing by the Council
	4.5		Shall prior to the Occupation of the 90 th (ninetieth) Dwelling transfer the Public Open Space to the Public Open Space Management Company

	4.6		Shall not cause or permit the 90 th (ninetieth) Dwelling to be Occupied until the Owner has notified the Council in writing of the transfer of the Public Open Space to the Public Open Space Management Company and has provided contact details for the Public Open Space Management Company
	4.7		Shall prior to the Occupation of the 45th (FORTY FIFTH) Dwelling provide and lay out the LEAP in accordance with the Public Open Space Specification
	4.8		Shall not cause or permit the 45th (FORTY FIFTH) Dwelling to be Occupied until the LEAP has been provided and laid out in accordance with the Public Open Space Specification
	4.9		Shall prior to the Occupation of the 75th (SEVENTY FIFTH) Dwelling provide and lay out two LAPS in accordance with the Public Open Space Specification
	4.10		Shall not cause or permit the 75th (SEVENTY FIFTH) Dwelling to be Occupied until two LAPS have been provided and laid out in accordance with the Public Open Space Specification

SECOND SCHEDULE		
The Owner's Covenants with the County Council		
1	PRIVATE ESTATE ROADS	
	1.1	It is agreed with the County Council that where the layout of the Estate Roads are not offered for adoption and are stated to be privately maintained by the Owner or the Estate Roads Management Company the said roads shall be:
		1.1.1 constructed to a standard that is suitable for its intended use;
		1.1.2 maintained by the Owner or the Estate Roads Management Company at their own expense in good and substantial repair and condition; and
		1.1.3 shall not be dedicated by the Owner or the Management Company as a public highway or become a private street (as defined in the New Roads and Street Works Act 1991).
	1.2	In the event that all or part of the Estate Roads are not to be offered for adoption then prior to the Occupation of the 1 st (First) Dwelling the Owner will submit to the County Council:
		1.2.1 the name and contact details of the Estate Roads Management Company; and
		1.2.2 a schedule for the approval of the street furniture that the Estate Roads Management Company will be responsible for maintaining and a regime of maintenance.
	1.3	Upon completion of the construction of the estate roads not being adopted under a Section 38 Agreement it is agreed with the County Council that the Owner will provide a report to be prepared and signed by a chartered engineer at their own expense to confirm that the construction of the privately maintained roads have been designed and built to a suitable standard for their intended use.
		1.3.1 to procure that the privately maintained Estate Roads shall remain open and unobstructed at all times and available for use by both Residents of the Development and members of the public on foot and by bicycle and in the latter case without charge; and
		1.3.2 to erect and maintain signs in positions agreed with the County Council advising the public that they are permitted to use the privately

		maintained estate roads on foot and by bicycle but that the same are not public highway so as to prevent the dedication of the privately maintained estate roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways Act 1980 or otherwise).
2.		TRAVEL PLAN AUDITING CONTRIBUTION
	2.1	Prior to the Occupation of the 1 st (first) Dwelling to pay to the County Council the Travel Plan Auditing Contribution in the sum of £3,500.00 (THREE THOUSAND FIVE HUNDRED POUNDS).
	2.2	Shall not cause or permit the 1 st (first) Dwelling to be Occupied until the Travel Plan Auditing Contribution has been paid to the County Council.
3.		TRAVEL PLAN MONITORING FEE
	3.1	The Owner hereby covenants with the County Council that upon Commencement of the Development the Owner shall pay to the County Council the Travel Plan Monitoring Fee Index Linked
	3.2	It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee
	3.3	To submit the Travel Plan for approval Prior to Commencement of the Development
	3.4	Not to Commence the Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed
	3.5	Upon First Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan

THIRD SCHEDULE		
The Council's Covenants with the Owner		
1	REPAYMENT OF FINANCIAL CONTRIBUTIONS	
	1.1	To use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
	1.2	To pay to the Owner such amount of any payment made by the Owner to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement (and any money shall be deemed to be expended if the Council has properly entered into a contract for, or has irrevocably committed, the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within 10 (ten) years of the date of receipt by the Council of such payment together with interest for the period from the date of payment to the date of refund.
2	HIGHWAYS ENGLAND CONTRIBUTION	
		The Council covenants with the Owner that within 21 days of receipt of the Highways England Contribution referred to at paragraph 3 of the First Schedule the Council will transfer the sum to Highways England.

FOURTH SCHEDULE		
The County Council's Covenants with the Council and the Owner		
1	REPAYMENT OF FINANCIAL CONTRIBUTIONS	
	1.1	To use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid

FIFTH SCHEDULE		
The Owner's Covenants with the Town Council		
1	PROVISION OF TOWN COUNCIL LAND	
	1.1	Prior to the Occupation of the thirtieth (30 th) Dwelling to enter into the Town Council Land Transfer to the Town Council in substantially the form of the draft annexed hereto at Appendix 5 provided always that the Owner shall not be in breach of this paragraph if it is ready willing and able to enter into the Town Council Land Transfer but the Town Council is not ready willing or able to do so.

SIXTH SCHEDULE		
The Town Council's Covenants with the Owner		
1	TOWN COUNCIL LAND TRANSFER	
	1.1	Prior to the Occupation of the thirtieth (30 th) Dwelling to enter into the Town Council Land Transfer with the Owner in the form of the draft annexed hereto at Appendix 5.
	1.2	Upon completion of the registration of the Town Council Land Transfer to submit a copy of the updated title to the Owner.

SEVENTH SCHEDULE		
The ACLT'S Covenants with the Owner		
1		
	1.1	The ACLT covenants with the Owner to act reasonably and in a timely fashion when being given the opportunity to make representations.

EXECUTED AS A DEED by affixing
the Common Seal of
ARUN DISTRICT COUNCIL
in the presence of

.....

Authorised Signatory

Name:

Job Title:

Seal Book Number.

EXECUTED AS A DEED by affixing
the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of

.....

Authorised Signatory

Name:

Job Title:

Seal Book Number.

EXECUTED as a deed by
FITZALAN ESTATES LIMITED

Acting by a director

.....

Director

in the presence of:

Witness name:

Witness address:

.....

.....

Occupation:

EXECUTED AS A DEED by affixing

the Common Seal of

ARUNDEL TOWN COUNCIL

in the presence of

.....

Authorised Signatory

Name:

Job Title:

Seal Book Number.

EXECUTED as a deed by

ARUNDEL COMMUNITY LAND TRUST LIMITED

acting by [a member and its secretary] [two members]

Signature of Member:.....

(Authorised Signatory)

Signature of [Secretary] [Member]:

(Authorised Signatory)

APPENDIX 1
(Commencement Notice)

Pursuant to Clause 8.1.1 in the Agreement Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated: this _____ day of _____ 21

Signed: _____

On Behalf of: _____

To: (1) Group Head of Planning, Arun District Council, The Civic Centre,
Maltravers Road, Littlehampton BN17 5LF (DX:57406 Littlehampton);

(2) Monitoring and Records Team, Strategic Planning Division of County Hall,
Chichester PO19 1RQ

From:

Development At:

Nature of Development:

Planning Permission Date & Reference:

Planning Obligation Date & Parties:

Start Date:

APPENDIX 2
(Payment Notice)

Payment of Monies due under a Section 106 Planning Obligation / Agreement

Dated: this _____ day of _____ 21

Please answer all the questions:

1. Payment to be made by / on behalf of
2. Land at
3. Agreement dated
4. Planning application reference number (where applicable)
5. Obligation in Agreement:

(a)	clause no.	
(b)	contribution towards	
(c)	amount of contribution due	
(d)	Date upon which contribution is due	
(e)	amount of contribution enclosed	
(f)	amount of monitoring sum	

APPENDIX 3 PLAN



This official copy issued on 27 July 2021 shows the state of this title plan on 27 July 2021 at 16:19:44.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

**APPENDIX 4
ILLUSTRATIVE MASTERPLAN**

Central 'green' at the heart of the scheme

Development protects existing tree RPA's

Lower density housing overlooking space next to Priory Lane

Primary access road passes through tree belt

Limited ground works likely to be required to create development plateau in this area

Lower density housing situated on the upper slopes

0 20 40 60 80 100 120 140 160 180 200

SCALE (m)
1:2000

N

	Area (ha)
Net Developable Area	3.82
SuDs	0.67
Allocments + Community Building	0.20
Green (inc. LEAP)	0.21
Primary Tree Lined Road	0.42
Green Infrastructure	4.85
Site Area	10.17

Developable Area: 3.82 ha

Number of Units: 90

(Affordable Units: 27)

Density: 24dph

- Existing Built Form
- Existing Vegetation
- Proposed Planting
- Primary Tree Lined Road
- SuDS - Sustainable Drainage System
- Allotments
- LEAP - Local Equipped Area for Play
- LAP - Local Area for Play
- 1m Contours
- Site Boundary
- Emergency Site Access Only
- Public Right of Way
- Pedestrian Access
- Proposed Footpath (Hoggin Surface)
- Mown path
- Vehicle Access (new junction)
- Community Building
- Community Building Access

Land at Ford Road, Arundel

Reproduced from the Ordnance Survey Map with the permission of the Controller of H.M. Stationery Office Crown Copyright licence number 103224244. Swails (UK) Ltd. Published for the purposes of identification only and although believed to be correct accuracy is not guaranteed.

ARUN DISTRICT COUNCIL AB 35/20/OUT

drawing no.	14003	drawing	illustrative Masterplan
revision	F	scale	2000@A3
drawn by	CO	checked by	CO
date	18.10.21	job no.	SNUJ4-000557

Urban
Design
Studio

APPENDIX 5
TOWN COUNCIL LAND TRANSFER

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1.	Title number(s) out of which the property is transferred: WSX422755
2.	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3.	Property: Land at Tortington, Arundel, West Sussex The property is identified ☒ on the attached plan labelled 'Plan 1' and shown edged red ☐ on the title plan(s) of the above titles and shown:
4.	Date:
5.	Transferor: Fitzalan Estates Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07096115 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6.	Transferee for entry in the register: Arundel Town Council <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7.	Transferee's intended address(es) for service for entry in the register: The Town Hall, Maltravers Street, Arundel, West Sussex, BN18 9AP

8.	The transferor transfers the property to the transferee	
9.	Consideration ☐ The following sum (in words and figures): ☒ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:	
10.	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee The covenants implied under the LPMPA 1994 are modified so that:	
10.1	The covenant set out in Section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to: 10.1.1 make proper searches; or 10.1.2 raise requisitions on title or on the results of the Transferee's searches; and	
10.2	the covenant set out in Section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.	
11.	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:	
12.	Additional provisions	
12.1	Definitions	
12.1.1	'LPMPA 1994'	the Law of Property (Miscellaneous Provisions) Act 1994;
12.1.2	'Accessway'	the private roadways, verges and footpaths forming part of the Estate;

12.1.3	'Conditions for Entry'	the conditions to which any right to enter granted or excepted and reserved by this transfer is subject, which are that the right shall be subject to the person exercising the right: • effecting entry at a reasonable time (or at any time in an emergency); • giving reasonable notice to the person whose premises are being entered (but no notice needs be given in an emergency); • causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered (or paying reasonable compensation where the damage cannot be made good); and • complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry;
12.1.4	'Deed of Covenant'	a deed of covenant in favour of the Transferor or the owner or owners from time to time of the Retained Land respectively or any part of it containing covenants in the same terms as those given by the Transferee in clause 12.6 of this transfer with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed;
12.1.5	'Disposal'	a disposition within the meaning of Section 27(2) of the Land Registration Act 2002 of the whole or any part or parts of the Property and 'dispose of' shall be construed accordingly;
12.1.6	'Estate'	the land and buildings known as [] shown edged in [blue] on Plan 2 now and formerly comprised in title number [] excluding always the Property;
12.1.7	'Estate Sewers'	the surface water and foul sewers constructed within the Estate, which are intended to become public sewers;
12.1.8	'Exempt Disposal'	a Disposal in order to perfect the provision dedication or adoption of service media or roads on the Property;
12.1.9	'Permitted Use'	use within D1 and or D2 community use as defined in the Use Classes Order and as growing space for gardening and growing food plants;
12.1.10	'Relevant Authority'	all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated;
12.1.11	the 'Retained Land'	the land retained by the Transferor and being the remainder of the land registered under title number [] but excluding always the Property;
12.1.12	'Service Installations'	means culverts chambers soakaways telecommunications lighting installations and equipment aerials pipes drains sewers surface water drains watercourses gutters spouts wires cables or any other conducting media;

	12.1.13	'Services'	gas, electricity, telephone, television, video, audio, fax, electronic mail, data, information, communications and other services or supplies; and
	12.1.14	'Use Classes Order'	The Town and Country Planning (Use Classes) Order 1987 (as amended).
12.2	Interpretation		
	12.2.1	Words importing one gender shall be construed as importing any other gender.	
	12.2.2	Words importing the singular shall where the context so admits be construed as importing the plural and vice versa.	
	12.2.3	Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.	
	12.2.4	Where any party comprises more than one person the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities of those persons.	
	12.2.5	The panel and clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation.	
	12.2.6	Any reference to a clause is to one so numbered in this panel unless otherwise stated.	
	12.2.7	Reference in this Transfer to 'the Transferor' and 'the Transferee' will where the context so permits include their respective successors in title.	
	12.2.8	The fair proportions herein referred to shall be determined in the event of dispute by a surveyor (acting as an expert) to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors at the instance of any person entitled to seek or obliged to make contribution the decision of such surveyor (who shall also determine the question of costs) to be final.	
	12.2.9	Any obligation in this Transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use all reasonable endeavours to prevent that thing being done by another person.	
	12.2.10	A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.	
	12.2.11	A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.	
	12.2.12	Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.	
	12.2.13	The rights reserved to the Transferor shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.	
	12.2.14	The Rights are not granted exclusively to the Transferee and are granted: • subject to the rights excepted and reserved to the Transferor and any other rights of the Transferor and its successors in title whether or not referred to in this Transfer; and • in common with any other persons lawfully entitled to the Rights or to similar rights.	

12.3	Rights granted for the benefit of the property The Transferor grants to the Transferee for the benefit of the Property: 12.3.1 subject to the payment of the sums referred to in clause 12.6.5, the right for the Transferee and its successors in title and those authorised by it or them in common with the Transferor and other persons having the same right to pass with or without vehicles over and along the Accessway (but on foot only in respect of any footpaths) to and from a highway maintainable at public expense at all times for all purposes connected with the reasonable use and enjoyment of the Property; 12.3.2 the right to use the Estate Sewers; 12.3.3 the right to use and to connect into any Service Media at the Estate that belong to the Transferor and serve (but do not form part of) the Property which are in existence at the date of this transfer or are installed or constructed after the date of the transfer; and 12.3.4 subject to compliance with the Conditions for Entry, the right to enter the adjoining parts of the Estate with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary (and only where the same cannot be done without entry onto the adjoining parts of the Estate): • to inspect or carry out works to the Property; • to inspect, repair, maintain, install, re-route or replace any Service Media serving the Property.
12.4	Exceptions and reservations There are reserved out of the Property for the Transferor and its successors in title, the owners and occupiers for the time being of the Retained Land (or any part of it) for the benefit of each and every part of the Retained Land in fee simple the following rights in common with others: 12.4.1 in common with the Transferee, its successors in title and assigns and those authorised by them, to pass with or without vehicles over and along the private roadway or footpaths forming part of the Property for all purposes connected with the use of the Retained Land; 12.4.2 the right to use any part of the Retained Land as the Transferor thinks fit, or to build on or develop any part of the Retained Land; 12.4.3 the right to use and connect into any Service Media at the Property which serve other parts of the Estate which are in existence at the date of this transfer or are installed or constructed after the date of the transfer;
	12.4.4 subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary: • to inspect or carry out works to any other part of the Estate; • to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Estate; • to plant trees or shrubs or to carry out any landscaping or to fulfil the requirements of any relevant planning permission. 12.4.5 the right of support and protection to the Estate and any building on the Estate from the Property.

12.5	Transferee's restrictive covenants The Transferee covenants with the Transferor, for the benefit of the Retained Land and each and every part of it and every other person owning land forming part of the Estate, with the intention of binding the Property and each and every part of it: 12.5.1 not to use the Property save for the Permitted Use and not to use the Property for any illegal or immoral purpose; 12.5.2 not to use the Property for any commercial or business use; 12.5.3 not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Transferee; 12.5.4 not obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Accessway or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Transferor; 12.5.5 not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property; 12.5.6 not to obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings currently situated on the Retained Land; 12.5.7 not to erect any building or structure on the Property save for the construction of a single community building and appropriate ancillary buildings with the prior written consent of the Transferor; 12.5.7 not to alter or otherwise change in any way whatsoever the surface appearance, material or colour of any external surface of any building erected on the Property, or change the exterior colour scheme of any such building except with the prior written consent of the Transferor; 12.5.8 not to cut down, damage, neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the local planning authority; 12.5.9 not to keep any animals or livestock on the Property; 12.5.10 not to do or permit or suffer to be done upon the Property or the Estate any act or things which: • may impede the adoption or the vesting in the Relevant Authority of the Estate Sewers or the Service Media which is or are intended to be so adopted or vested; • may result in loss or damage to or interference with the Accessway, any Estate Sewer or Service Media within the Property which may be or become maintainable at public expense or which is used jointly with the Transferor or with the owners or occupiers of the Estate or any adjoining or neighbouring land.
12.6	Positive covenants by the Transferee The Transferee covenants with the Transferor, for the benefit of the Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:
	12.6.1 that the Transferee will observe and perform the covenants, conditions and stipulations contained or referred to in the property proprietorship and charges register(s) of title number WSX422755 so far as they relate to the Property and will indemnify and keep the Transferor and his successor in title fully and effectively indemnified against all actions proceedings damages costs claims and expenses which may be suffered by the Transferor or his successors in title in respect of any future breach or non-observance or non-performance of those covenants and conditions; 12.6.2 to enter into any deed of easement required by any statutory undertaker or utility company with regard to the provision of any Service Installations in favour of the Retained Land as is provided in this Transfer;

	12.6.3 not to make any Disposal of the whole or any part of the Property (save for an Exempt Disposal) without first procuring that the disponee enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Retained Land or any part of it. 12.6.4 to comply with all laws governing the exercise of the Rights; 12.6.5 to pay to the Transferor on written demand a fair and reasonable proportion according to use, as shall be determined by the Transferor, of all costs properly incurred by the Transferor plus any VAT thereon in keeping the Accessway in good repair; 12.6.6 to pay to the Transferor on written demand all costs incurred by the Transferor plus any VAT thereon in complying with any of the covenants given by the Transferee in this Transfer if the Transferee has failed to comply with them, provided that the Transferor has first served on the Transferee written notice of the breach and the Transferee has failed to rectify the breach within [NUMBER] days of service of that notice; 12.6.7 to maintain those parts of the Property that are not built upon in a clean and tidy condition and free from weeds and litter.
12.7	Agreements and declarations It is agreed and declared as follows: 12.7.1 this Transfer does not include the benefit of any covenant easement right of way right of drainage light air or any matter which may otherwise vest by implication as a result of this Transfer and (to this extent) the Law of Property Act 1925 Section 62 does not apply to this Transfer;
	12.7.2 the Transferee will not be liable for any breach of the covenant(s) after it has parted with all interest in or possession of the Property; 12.7.3 the Transferor will not be liable for any breach of the covenants after it has parted with all interest in or possession of the Retained Land; 12.7.4 none of the easements or rights to be granted or reserved in accordance with this Transfer shall affect or be exercisable over or under any completed building or its curtilage, the site of a building or its curtilage or shared access areas not intended to be made available for general use; 12.7.5 so far as applicable, the following conditions apply to the exercise of any rights and easements granted excepted or reserved by this Transfer: 12.7.5.1 connection to the Service Installations shall only be made to the extent that there is capacity therefor; 12.7.5.2 the design position and specification of connections to and construction and/or laying of the Service Installations or other works pursuant to the rights shall be approved by the owner of the land on which the same are effected (such approval not to be unreasonably withheld or delayed); 12.7.5.3 the rights shall cease to the extent that the Service Installations over or through which the rights are exercised become adopted and/or maintainable at the public expense; 12.7.5.4 the Transferor may alter the position of the Service Installation or through which the rights are exercised (and the rights shall then apply to the altered position) provided that: (a) the exercise of the rights shall not be materially and unreasonably prejudiced by such alterations; (b) all necessary consents of the relevant utility company and environmental or other authorities are first obtained;

(c) all reasonable steps are taken to minimise any interference with the exercise of such rights; and

(d) in the event of any such alteration taking place the right in question shall apply to the substituted Service Installations as applicable;

12.7.6 a person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act; and

12.7.7 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) shall be governed by and construed in accordance with the law of England and Wales; and

12.7.8 The Transferee consents to the entry of the following restriction against the Transferee's title to the Property at the Land Registry following the registration of this transfer and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction::

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.6.3 of a transfer dated _____ made between (1) Fitzalan Estates Limited and (2) Arundel Town Council have been complied with or do not apply to the disposition".

13. Execution

Executed as a deed by)

Fitzalan Estates Limited)

Director

in the presence of

Witness

Signature:

Name: _____

Address: _____

Occupation: _____

	[Town Council execution clause] _____
--	---

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 10/12

APPENDIX 6
ACLT DRAFT NOMINATIONS AGREEMENT (Social Rent Units)

ACLT Social Rent Nominations Agreement (SOCIAL RENTED)

BETWEEN:

and

and

- (E) The Council and ACLT agree that this Agreement shall be entered to secure the provision of Affordable Housing on the Land in the manner hereinafter appearing.
- (F) The Council wishes to authorise ACLT to exercise the Council's nomination rights and ACLT wish to accept such authorisation.

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

"Affordable Housing"	Has the meaning given to it in the Section 106 Agreement.
"Affordable Housing Provider"	Has the meaning given to it in the Section 106 Agreement.
"Affordable Housing Units"	[means 27 (TWENTY SEVEN) of the Dwellings to be provided as Affordable Housing indicatively comprising: 20 (TWENTY) Social Rent: 6 x 1 bedroom 10 x 2 bedroom 4 x 3 bedroom 7 (SEVEN) Shared Ownership: 2 x 1 bedroom 3 x 2 bedroom 2 x 3 bedroom it being acknowledged by the parties that this may change in accordance with the Reserved Matters Approval(s)]
Chargee	Shall have the meaning given to it in the Section 106 Agreement
Council Register Criteria	The Councils own qualifying criteria which is, at the relevant date, being used by the Council to compile its own register
"Dispose"	means to sell, let or otherwise part with possession ("dispose") (save by way of mortgage or charge) and "Disposal" and "Disposed" shall be construed accordingly.

“Dwelling”	Means a residential dwelling unit to be constructed pursuant to the Planning Permission
“Initial Let”	means the first tenancy of such newly constructed and previously unoccupied Social Rented Unit;
“Land”	means the land at Ford Road, Arundel and which was the subject of a transfer of part out of Title Number WSX329953 dated 26 February 2021 and made between (1) Henry Miles Arundel and (2) the Owner [being registered at the Land Registry under the title number XXXX]
“Nomination List”	means the list to be supplied by the Council which must be compiled using the Social Rent Allocations Policy homes on development off Ford Road attached as Appendix 2
“Nominations Procedure”	means the procedure set out in Appendix 1 to this Agreement for making nominations in relation to Social Rented Housing Units on the Land as amended between the parties from time to time
“Nominee”	means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Social Rented Unit;
“Perpetuity Period”	means an indefinite period.
“Section 106 Agreement”	means the section 106 Agreement entered into pursuant to the Planning Permission.
“Social Rent Allocations Policy”	Means the ALCT Local Lettings Allocation Policy for Social Rent homes for the development off Ford Road attached as Appendix 2 and also attached to the Section 106 Agreement as Appendix 7 and as further defined in the Section 106 Agreement.
“Planning Permission”	means planning permission [ref: xx] as modified or varied from time to time.
“Practical Completion”	means the date that the certificate of practical completion is issued in respect of the Social Rented Units.
“Service Charges”	means such charges as are payable to the ACLT for the provision of services to [Aster] including any annual increases in such charges.
“Social Rent”	Has the meaning given to it in the Section 106 Agreement.
“Social Rented Unit(s)”	means the 20 Affordable Housing Units provided at Social Rent and as further defined in the Section 106 Agreement.
“Tenancy Agreement”	means an Assured Shorthold Tenancy Agreement in a form prepared by and containing terms which accord with the form of Tenancy Agreement being used by [Aster] from time to time for its general lettings
“Vacancy”	means a Social Rented Unit which is vacant otherwise than as a result of the tenant having: a) moved to other accommodation either by transfer or decant provided by [Aster] or the ACLT.

	b) moved to other accommodation under a reciprocal arrangement provided by another 'Affordable Housing Provider. and "Vacant" shall be construed accordingly
"Vacancy Notice"	means a written notice given by [Aster] to the Council (in a form to be agreed between the [Aster] and the Council within five weeks from the date of this Agreement) the function of such a notice being the notification to the Council of a Vacancy.

2. GOVERNING LEGAL PROVISIONS

2.1. This Agreement is entered into pursuant to:

2.1.1. Section 111 of the Local Government Act 1972

2.1.2. Section 33 of the Local Government (Miscellaneous Provisions) Act 1982; and

2.1.3. All other powers enabling in that behalf.

2.2. Any reference to a statute in this Agreement includes any statutory extension modification amendment or re-enactment thereof and also includes rules instruments regulations or orders made under it.

2.3. This Agreement shall bind ACLT and its successors in title (save as provided by clause 10 of this agreement) throughout the Perpetuity Period

3. NOMINATIONS PROCEDURE

3.1. [Aster] (and ACLT to the extent applicable) covenant and undertake to the Council (and the ACLT as applicable) in relation to the Social Rented Units throughout the Perpetuity Period that they will use the Social Rented Units for housing people as outlined in the Social Rent Allocations Policy.

3.2. [Aster] (and ACLT to the extent applicable) covenant that for all Initial Lets they will apply to the Council for nominations to the tenancies of 100% of the Social Rented Units and for such purposes comply with the Nominations Procedure..

3.3. The Council covenants throughout the Perpetuity Period to comply with the Nominations Procedure following receipt of a Vacancy Notice from [Aster] (or ACLT to the extent applicable)

4. RENT LEVELS – SOCIAL RENT

[Aster] hereby undertakes and covenants in relation to the Social Rented Units that for the Perpetuity Period the rents inclusive of Service Charges for first lettings and subsequent lettings and tenancy renewals of any Social Rented Units shall be set at levels of up to 3% per cent of local market rents inclusive of service charges, that are affordable in relation to local incomes PROVIDED THAT [Aster] shall obtain the written agreement of the Council and ACLT as to the revised weekly rents and the Council and ACLT shall act reasonably when agreeing the revised weekly rents with reference to its annual revised Social Rent levels assessed as affordable for local residents on average incomes.

5. NOTICES

Any notices or demand required by this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

6. GENERAL COVENANTS AND UNDERTAKINGS

6.1. [Aster] covenants and undertakes to the Council that it will use reasonable endeavours to ensure that:

6.1.1. the tenants of the Social Rented Units do not (save where such action is permitted by law and the Regulator's Tenants Charter) at any time part with possession of, sublet or assign (or any part of) a Social Rented Units); and

6.1.2. no tenant of a Social Rented Unit remains a tenant of [Aster] if the tenant is found to have fraudulently given information to either the Council or the ACLT in order to become a tenant of a Social Rented Unit which has a substantial influence on the decision to grant a tenancy of a Social Rented Unit to that person.

6.2. [Aster] will on the date hereof pay the Council's reasonable and proper costs in respect of this Agreement in the sum of [.]

7. MISCELLANEOUS

The Council, [Aster] and ACLT hereby agree that:

- 7.1. If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.
- 7.2. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 7.3. The consent or approval of the purchaser tenant and/or occupier of any Social Rented Unit and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement.
- 7.4. This Agreement shall be governed by and construed in accordance with the laws of England and each of the Parties hereby submits to the exclusive jurisdiction of the English Courts.

8. Mortgagee Exclusion Clause

The provisions in this agreement shall not be binding on a Chargee of the whole or any part of the Social Rented Units or any persons or bodies deriving title through such Chargee PROVIDED THAT the Chargee has complied with the provisions of clause [mortgagee exclusion clause] in the Section 106 Agreement.

9. DISPUTE RESOLUTION

In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement:

- 9.1. Such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;
- 9.2. In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause (a) of this Clause 9.2 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (a) of this Clause 9.2 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

10. LOCAL LAND CHARGE

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

AS WITNESS hereto the parties hereto have each executed this Agreement the day and year first before written

DRAFT

APPENDIX 1 – Nominations Procedure

1 PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units.

Initial Lets

- 1.1 ACLT/[Aster] shall give the Council not less than eight weeks written notice of the date when the Initial Let Social Rented Units will be ready for occupation.
- 1.2 ACLT/[Aster] shall serve on the Council a Vacancy Notice in respect of each Social Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Social Rented Unit becoming available for occupation.
- 1.3 The Council shall within 10 Working Days of receipt of a Vacancy Notice serve upon ACLT/[Aster] the Nomination List setting out a list of Nominees, with the exception of the duration of the Covid-19 Pandemic, during which this time period will be extended to 15 Working Days.
- 1.4 The Nomination List to be served by the Council under clause 1.3 shall:
 - 1.4.1 specify the appropriate category of Social Rented Unit to which it relates;
 - 1.4.2 indicate the priority for the housing of the Nominees; and
 - 1.4.3 specify the Council Register Criteria from which the Nomination List (by reference to the Social Allocations Policy) is to be compiled.
- 1.5 ACLT/[Aster] shall have the right to let the Initial Let in respect of the Social Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 1.3 within the period of 10 Working Days of receipt of the Vacancy Notice.
- 1.6 ACLT/[Aster] shall within five Working Days of the date of receipt of the Nomination List referred to in clause 1.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Social Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 1.7 In the event the Council Register Criteria excludes any person who might otherwise be eligible pursuant to the Social Rent Allocations Policy then [Aster] and/or the ACLT shall be entitled to add to the Nomination List an eligible person by reference to the Social Allocations Policy.
- 1.8 If the selected Nominee fails to enter into a Tenancy Agreement within five Working Days of receipt of ACLT/[Aster]'s offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the offer and ACLT/[Aster] shall select another Nominee within five Working Days of the date the Nominee is deemed to have rejected the offer and the procedure set out in clause 1.6, 1.7 and this clause shall be repeated.
- 1.9 In the event of the second selected Nominee failing to accept ACLT/[Aster]'s offer of a Tenancy Agreement within the time prescribed by clause 1.8 then the Affordable Housing Provider shall make an offer to a third Nominee and the procedure set out in clauses 1.6 and 1.8 shall apply. In the event of such third selected Nominee failing to accept ACLT/[Aster]'s offer of a Tenancy Agreement within the prescribed time limits ACLT/[Aster]

shall inform the Council which will service a Nomination list as set out in clause 1.3 and the procedure as set out in clauses 1.3-1.7 will be repeated.

- 1.10 ACLT/[Aster]'s obligations under clauses 1.1 to 1.9 shall cease when all of the Social Rented Units have been offered to Nominees in accordance with clauses 1.6 to 1.9.

Vacancies

- 1.11 Should a Social Rented Unit become a Vacant after the Initial Let or ACLT/[Aster] has reasonable cause to believe it will become a Vacant then and in each case:
- 1.11.1 ACLT/[Aster] shall serve a Vacancy Notice in respect of the relevant Vacant Social Rented Unit; and
 - 1.11.2 within 10 Working Days of receipt of the said Vacancy Notice the Council shall serve upon the ACLT/[Aster] the Nomination List setting out a list of Nominees which shall contain the information referred to in clause 1.4.
- 1.12 ACLT/[Aster] shall have the right to let the relevant Vacant Social Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 1.11 within 10 Working Days of receipt of the Vacancy Notice.
- 1.13 Upon receipt of the Nomination List referred to in clause 1.11 ACLT/[Aster] shall follow the procedure mutatis mutandis set out in clauses 1.6 to 1.8.

Provision of information and alteration of lists

- 1.14 ACLT/[Aster] shall give notification to the Council of the occurrence of the following events within five Working Days of their occurrence:
- 1.14.1 a Nominee failing to view a Social Rented Unit within 10 Working Days of an offer being made;
 - 1.14.2 a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
 - 1.14.3 a Nominee accepting an offer of a Tenancy Agreement;
 - 1.14.4 a person accepting an offer of a tenancy from the ACLT/[Aster];
 - 1.14.5 ACLT/[Aster] rejecting a Nominee in accordance with clause 1.19.
- 1.15 In the event of a notice being served pursuant to clause 1.13 then the name of such Nominee shall be removed from the Nomination List.
- 1.16 Within 10 Working Days of the Council receiving notice served in accordance with clause 1.13 above save for notice under 1.14.4 the Council shall serve upon ACLT/[Aster] the name and address of a Nominee to add to the Nomination List such notice to include the information set out in clause 1.4
- 1.17 If the Council shall within the period mentioned in clause 1.15 notify ACLT/[Aster] that the Council then has no suitable Nominee the Council shall advise ACLT/[Aster] of a suitable replacement Nominee within 10 Working Days of the said notification.

- 1.18 ACLT/[Aster] shall have the right to let a Social Rented Unit to a person of its choosing if the Council's failure to provide a Nominee creates a Vacancy in respect of that Social Rented Unit.
- 1.19 On 1 April, 1 July, 1 October and 1 January in each year ACLT/[Aster] shall serve the Council with details of the letting activities of the Social Rented Units in a format to be agreed between ACLT/[Aster] and the Council.
- 1.20 ACLT/[Aster] shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of ACLT/[Aster] the grant of a Tenancy Agreement to such Nominee would be in contravention of ACLT/[Aster] registered rules or its letting criteria.
- 1.21 The Council shall immediately notify ACLT/[Aster] in writing if any Nominee is withdrawn from the Nomination List.
- 1.22 When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded down.
- 1.23 The Council and ACLT/[Aster] agree that the nomination rights contained in this Agreement may be varied from time to time but only by Agreement in writing by the parties.

DRAFT

APPENDIX 2 –Social Rent Allocations Policy

DRAFT

THE COMMON SEAL of
THE ARUN DISTRICT COUNCIL)
was hereunto affixed)
by Order:-)

DULY AUTHORISED SIGNATORY

Signed as a Deed by a Director/Member
of ACLT

)
)
DRAFT

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Signed as a Deed by affixing the Common)
Seal of {Affordable Housing Provider})
)

in the presence of:

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

DRAFT

APPENDIX 7
ACLT DRAFT ALLOCATIONS POLICY (Social Rent Units)

Arundel Community Land Trust Local Lettings Social Rent Allocation Policy

Introduction

1.1 It is the intention of the signatories to this Social Rent Allocation Policy (the Policy) that the Affordable homes acquired by Arundel Community Land Trust (Arundel CLT) are allocated and occupied in accordance with the Policy. The Policy has been prepared and agreed by the signatories to ensure that the objects of the Arundel CLT are met, and the Arundel Neighbourhood Plan is delivered, by the occupation of the Affordable homes being in conformity with the Policy at all times.

1.2 The Policy relates to the development off Ford Road, Arundel which will provide 20 homes for Social Rents acquired by Arundel CLT in partnership with [Aster], a Registered Provider of Affordable Housing.

1.3 A separate Policy applies to the seven Shared Ownership homes acquired by [Aster].

1.4 It is not the intention to have any other Social Rented Units on this development. In the event this arises, the principles of the Policy should be adapted to apply to those homes as well.

1.5 The Policy forms Appendix 7 of the Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land at Ford Road, Arundel Planning ref: AB/135/20/OUT and should be read in conjunction with Appendix 6 ACLT Nomination Agreement.

1.6 The signatories to the Scheme are:

- (i) Arundel CLT
- (ii) [Aster]
- (iii) Arun District Council

1.7 The Arundel CLT will review the Policy annually and agree with Arun District Council and [Aster] of any changes required to ensure the Social Rented Units continue to meet local housing needs.

Definitions

For the purposes of the Policy the following definitions shall apply:

Adjacent Parishes	The civil parishes of Burpham; Houghton; Lyminster & Crossbush; Madehurst; Poling; South Stoke; and, Warningcamp
Advertisement Period	New rental properties will be advertised through the Choice Based Letting Scheme at least 8 weeks prior to practical completion. Relets will be advertised within 10 working days of the notice of termination of tenancy being received.
Applicant	A person who has applied for an Arundel CLT rented home.
Family Member	A person who is the spouse, civil partner, partner, mother, father, sister, brother, daughter, son, grandparent or grandchild over 18. Partner – means spouse, civil partner or a partner who has resided with a resident of the parishes without being legally married to that person for a period of at least 10 years.
Financial Criteria	As specified in Section 3 of this Policy.
Gross Household Income	The total gross income before taxes received within a 12-month period by all members of a household above age 15. It includes, but is not limited to, wage, salary, self-employment earnings, Social Security pension and other retirement income, investment income; welfare payments; and income from other sources.
Housing Need	In need of suitable permanent housing and unable to afford to pay market rents or the open market price for reasonably suitable permanent housing for outright sale or a minimum 25% of a shared ownership property within Arundel.
Local Connection	As specified in Section 3 of this Policy.
Local Housing Allowance	An allowance which is assessed from time to time as being the maximum amount of housing benefit which can be awarded in respect of a relevant property relevant to the housing area in which the property is situate.
Qualifying Criteria	The Financial Criteria and the Local Connection criteria as set out in Sections 3 and Section 4 of this Policy.
Register	The list of Applicants for Social Rented Units on the development off Ford Road to which this Policy relates.
Registered Provider	A Registered Provider of Social Housing as defined in section 80(2) of the Housing and Regeneration Act 2008.

Shared Ownership / Shared Equity	Homes that enable the Applicant to own a financial stake in the property aimed at those on incomes below £80,000.
Social Rent	low cost rent which is no higher than the rent set by the Regulator of Social Housing and which is set having regard to the Government's policy on rents for social housing from April 2020 as varied from time to time and which is calculated taking into account average rent, relative property values, relative earnings for the locality and the size of the properties or such other form of low cost social housing rent which replaces social rent for local communities if applicable
Social Rented Units	means the 20 affordable housing homes being constructed in the development off Ford Road Arundel to be provided at Social Rents and in respect of which this Policy relates
ACLT Social Rent Nominations Agreement	The Agreement which forms Appendix 6 of the s106.
Nominations Procedure	The nomination procedure which forms Annex 1 in the ACLT Social Rent Nominations Agreement
Working	Working in employment or self-employment for at least 24 hours per week.

The Policy

- 2.1 All Applicants wishing to be considered for one of the Social Rented Units should fill out the complete the Arun District Council e-form which will indicate their eligibility for an Arundel CLT property. To be included on the Register Applicants will need to satisfy the Qualifying Criteria..
- 2.2 The e-form will be as approved between the parties to this Policy The information uploaded by an Applicant when filling out the e-form will be assessed to establish whether or not the Applicant meets the Qualifying Criteria and if they do, the Applicant will be included on the Register.
- 2.3 Arun District Council will hold the information of those who the e-form assesses as satisfying the Qualifying Criteria for Social Rented units.

Financial Criteria

- 3.1 To qualify for the Social Rented Units, the Applicant(s) must be unable to afford to rent privately or purchase a property on the open market within Arundel and the Applicants' Gross Household Income is below:
£26,000 for 1 bed*
£33,000 for 2 bed*

£40,000 for 3 bed*

* Calculated as no less than four times Local Housing Allowance levels as at October 2020 and subject to annual review on 1 April each year

3.2 The Applicant has savings of no more than £25,000.

Local Connection

4.1 Priority 1 Local connection with Arundel through residency or work

- (a) Applicant currently lives in the Civil Parish of Arundel and has done so throughout the previous 5 years; or
- (b) Applicant works in the Civil Parish of Arundel or work is primarily carried out in the parish, having done so for a continuous period of at least 2 years, or
- (c) Applicant has lived in the Civil Parish of Arundel for a period of 5 years in the past 10 years;

4.2 Priority 2 Other local connection with Arundel

Applicant has a strong local connection with Arundel such as

- (a) Applicant has a Family Member living in the Civil Parish of Arundel, who has done so for a continuous period of at least 5 years
- (b) at least 5 years of their upbringing took place in the Civil Parish of Arundel
- (c) an eligible household member is at school in the Civil Parish of Arundel and has been so for a continuous period of at least 18 months

4.3 Priority 3 Local connection with defined adjacent parish through residency or work

- (a) Applicant currently lives in one of the Adjacent Parishes and has done so throughout the previous 5 years; or
- (b) Applicant works in one of the Adjacent Parishes or their work is primarily carried out in one of these parishes, having done so for a continuous period of at least 2 years
- (c) Applicant has lived in one of the Adjacent Parishes for a period of 5 years in the past 10 years

4.4 Priority 4 Other local connection with Adjacent Parish

Applicant has strong local connection with one of the Adjacent Parishes such as

- (a) Applicant has a Family Member living in an Adjacent Parishes, who has done so for a continuous period of at least 5 years.
- (b) at least 5 years of their upbringing took place in an Adjacent Parishes

4.5 Priority 5 Arun DC standard criteria (see also Appendix 1 to this Policy)

- (i) Applicant currently lives in the Arun District Council area and have done so throughout the previous 5 years; or
- (ii) Applicant has lived in the District for a period of 5 years' time in the past 10 years; or
- (iii) Applicant has a strong local connection to the Arun District:
 - Applicant works in the Arun District and have done so for a continuous period of at least 2 years
 - At least 5 years of their upbringing took place in the Arun District
- (iv) Armed Forces and former service personnel who do not qualify under Priority 1, 2, 3 or
 - a) members of the Armed Forces and former Service personnel, where the application is made within five years of discharge
 - b) bereaved (or divorced or separated) spouses and civil partners of members of the Armed Forces leaving Services Family Accommodation following the death of (or divorce or separation from) their spouse or partner
 - c) serving or former members of the Reserve Forces who need to move because of serious injury, medical condition or disability sustained as a result of their service

Application of Qualifying Criteria for Social Rented Homes

- 5.1 To be considered for a vacancy, Applicants need to be registered on the Register.
- 5.2 Applicants shall be required to demonstrate to the reasonable satisfaction of the Arundel Communit Land Trust' nominee - [Aster] - that, they satisfy the Housing Need criteria, the Financial Criteria, the Local Connection criteria and any other information relevant to assess their eligibility and priority within this Scheme
- 5.3 Homes will be allocated on a cascade basis. Offers will be made to **Priority 1** Applicants first, followed by **Priority 2** then **Priority 3**, then **Priority 4**, then **Priority 5**.
- 5.4 Where there are two or more Applicants who can demonstrate that they are in Housing Need, within the same Priority, the deciding factor will be their assessed level of Housing Need in relation to the banding conditions of the prevailing Arun District Council's Allocations Scheme, (Shown in **Appendix One**) with the highest level of need taking priority.
- 5.5 If the assessed level of Housing Need is equal, the property will be allocated to the Applicant who has been on the Register longest. There shall be no aggregation of separate periods and only an unbroken single period of registration shall be taken into account.

Supplemental

- 6.1 For the avoidance of doubt, no person shall be permitted to occupy, use or let a Social Rented Unit as a second home, or as short let holiday accommodation.
- 6.2 Nothing in this Policy shall prevent the occupier of a Social Rented Unit from permitting any person to occupy a room in that dwelling as a guest, or as a lodger.

Advertising Vacancies

- 7.1 When the Social Rented Units on the development first become available, Arundel CLT will hold at least one public meeting before the expected completion date of the properties to provide information and advice, and advertise through all Arundel Town Council usual channels e.g., local Notice Boards and Arundel Town Council website.
- 7.2 Arundel CLT and [Aster] will work with Arun District Council to obtain nominations from the Register in accordance with **Priorities 1, 2, 3,4 and 5** as set out above.
- 7.3 When notified of vacancies the Arundel CLT will use local communications to ensure as many local people as possible know about the vacancy and how to apply. The vacancies will also be advertised through the Choice Based lettings system operated by Arun District Council.

The Offer Process

- 8.1 [Aster] will be responsible for lettings on behalf of Arundel CLT.
- 8.2 Where an Applicant meets the Qualifying Criteria, under-occupation may be allowed in exceptional circumstances where there is significant justification to do so e.g. occasional respite care / joint child custody arrangements, provided that the relevant implications (if any) for receipt of state benefits are first discussed by the letting agent with the Applicant.
- 8.3 Before making an offer of a tenancy– and with the consent of the Applicant – [Aster] will check to ensure that there are no questions about whether the Applicant meets the Qualifying Criteria, and that the Applicant can sustain the tenancy.

Lettings Information

- 9.1 [Aster] agrees to provide Arundel CLT and Arun District Council with the details of all successful Applicants on 1 April annually, including information to monitor the application of the financial and local connection criteria so this effectiveness of this Policy can be reviewed.

Disputes Procedure

- 10.1 Arundel CLT and [Aster] to undertake to use their reasonable endeavours to resolve any issues, complaints or disputes in respect of the operation of the Policy or any other matter pertaining to the Policy amicably, through discussion and co-operation.
- 10.2 Arundel CLT agree that any complaints or matter of dispute from an Applicant or third party regarding the performance or non-performance of obligations under this Policy or any other matter pertaining to this Policy should usually be addressed or referred to [Aster]. [Aster] will liaise as necessary with Arundel CLT.

Legal Succession

11. Where a signatory to this Scheme changes its name or legal identity but otherwise retains the same function and purpose through succession, all duties and obligations under this Scheme will automatically transfer to the successor. Save in the case of succession, no signatory may transfer or assign its interest in this Scheme without the prior written agreement of Arundel CLT.

Variation

12. The Scheme and its provisions shall only be capable of amendment by a document in writing executed by Arundel CLT.

Arundel CLT

.....
Chair

Date:

[Aster]

.....
Authorised Signatory

Date:

Arun District Council

.....
Authorised Signatory

Date :

Appendix One ARUN DISTRICT COUNCIL'S ALLOCATION SCHEME

Band A

Band code	Criteria	Definition	Bidding requirement
A1	Medical A	The current housing conditions are having a serious or debilitating impact on a member of the household who has an emergency or life-threatening condition and it is essential to rectify the situation urgently. The emergency or life-threatening condition; <u>and</u> the serious or debilitating impact of the current accommodation; <u>and</u> an explanation of how this will be rectified or significantly improved in alternative suitable accommodation, must all be confirmed by a healthcare professional.	The Council will override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation. If this allocation is refused, the priority of the case will be reviewed and may be down-banded or removed from the Register.
A2	Under-occupying 1+ bedroom	Applicants living in Council or Registered Provider accommodation within the Arun District who are under-occupying one or more bedrooms.	No required timescale for bidding.
A3	Disabled adaptations	Applicants releasing an adapted property or to make best use of adapted stock where the tenant does not require adaptations.	No required timescale for bidding.
A4	Successors	Statutory and non-statutory successors living in Arun District Council properties, where the Council has agreed to rehouse an Applicant to more suitable accommodation than that currently occupied by the Applicant, as authorized by the Housing Services Manager.	Applicants required to bid within 12 weeks of being placed in Band A. However, the Council may override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation.
A5	Fixed term tenants	Applicants who have a fixed term tenancy with Arun District Council, where the fixed term is due to expire, and the current property is not the right size for the household or contains disabled adaptations which are no longer required.	Where an Applicant fails to bid successfully for an alternative property within 6 months of being instructed to do so, the Council will make one offer of suitable alternative accommodation, on a fixed term tenancy.
A6	Decant	Arun District Council transfer Applicants needing temporary rehousing where the property is imminently required for essential works and the tenant cannot remain in the property.	The Council will override the choice based lettings bidding process to make a reasonable direct allocation of suitable alternative accommodation.

A7	Overcrowding Notice or Prohibition Order	An Overcrowding Notice or Prohibition Order has been served by the Council's Private Sector Housing Section as a result of overcrowding; or disrepair; and where there is an imminent risk to the household; or it would be impossible to remain in the property whilst remedial works are carried out.	The Council will override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
A8	Emergency priority	Severe Housing Need for exceptional circumstances, in crisis situations which warrant emergency priority as agreed by the Housing Services Manager. This excludes homeless Applicants to whom the Council has a duty under Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002).	The Council will override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation.
A9	Additional priority for ex Armed Forces personnel, where the assessed need falls within Band B	The following categories will be awarded one Band higher priority than their assessed need: -former members of the Regular Forces; -serving members of the Regular Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service; -bereaved spouses and civil partners of members of the Regular Forces leaving Services Family Accommodation following the death of their spouse or partner; -serving or former members of the Reserve Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service	No required timescale for bidding.

Band B

Band code	Criteria	Definition	Bidding requirement
B1	Medical B	The current housing conditions are having a significant adverse effect on the medical condition or learning difficulties or care needs of a member of the household; <u>and</u> there is evidence that the condition will be	Where an Applicant fails to bid successfully within 3 months, the priority of the case will be reviewed, which may result in down-banding or the removal of the application.

		significantly worsened over a period of time in the current accommodation; <u>and</u> there is evidence that this will be rectified or significantly improved by alternative suitable accommodation. The medical condition, learning difficulty, or care need; <u>and</u> the significant adverse effect of the current accommodation; <u>and</u> an explanation of how this will be rectified or significantly improved in alternative suitable accommodation, must all be confirmed by a healthcare professional.	However, the Council may override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation.
B2	Homeless (making own arrangements)	Homeless households owed the main (unintentional) duty by Arun District Council, and making their own temporary arrangements. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). Priority B2 includes homeless Applicants owed the main (unintentional) duty by Arun District Council, who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations policy do not apply.	For homeless Applicants making their own housing arrangements while bidding for permanent accommodation: no required timescale for bidding. The Council may make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
B3	Homeless (owed the main duty)	Homeless households owed the main (unintentional) duty by Arun District Council, and placed in emergency or temporary accommodation. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). Priority B3 includes homeless Applicants owed the main (unintentional) duty by Arun District Council, who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations policy do not apply.	For homeless Applicants placed in emergency or temporary accommodation: the Council will make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.

B4	Returning homeless after accommodated in the private rented sector	Previously homeless households accommodated in the private rented sector (which discharged Arun District Council's main unintentional duty) who have become unintentionally homeless again within 2 years. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). In these cases, the local connection criteria of the allocations policy do not apply.	For homeless Applicants making their own housing arrangements while bidding for permanent accommodation: no required timescale for bidding. For homeless Applicants placed in emergency or temporary accommodation: the Council will make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
B5	Lacking rooms	Applicants with dependent children lacking 1 bedroom <u>and</u> lacking kitchen or bathroom; or sharing kitchen or bathroom with non-family members (as defined by S.113 Housing Act 1985); or lacking 2 bedrooms. This excludes households in interim or temporary accommodation provided by Arun District Council	No required timescale for bidding
B6	Fostering or adoption	To enable fostering or adoption where an assessed need and an agreement has been reached between Social Services and the Housing Services Manager to provide permanent accommodation prior to any placement taking place	No required timescale for bidding
B7	Returning from institution	Applicants who were previously tenants of Arun District Council, who are returning from institutions, when a housing commitment was made in order to secure the relinquishment of the Council tenancy on entering the institution	No required timescale for bidding. However, the Council may override the choice based lettings bidding process to make a reasonable direct allocation of suitable alternative accommodation.
B8	From care or supported housing	Applicants moving on from care or supported housing, as authorised by the Housing Services Manager	No required timescale for bidding
B9	Additional priority for ex Armed Forces personnel, where the assessed need falls	The following categories will be awarded one Band higher priority than their assessed need: -former members of the Regular Forces; -serving members of the Regular Forces who need to move because of a serious injury, medical condition or	No required timescale for bidding.

	within Band C	disability sustained as a result of their service; -bereaved spouses and civil partners of members of the Regular Forces leaving Services Family Accommodation following the death of their spouse or partner; -serving or former members of the Reserve Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service	
--	---------------	---	--

Band C

Band code	Criteria	Definition	Bidding requirement
C1	Medical C	The current housing conditions have a negative impact on the medical condition or learning difficulties of a member of the household; <u>and</u> either the condition, or the person's ability to cope with it, is likely to be improved by alternative suitable accommodation. Priority C1 includes Applicants who qualify for a 'reasonable preference' on medical or welfare grounds, as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocation policy do not apply.	Where an Applicant fails to bid successfully within 3 months, the priority of the case will be reviewed, which may result in the removal of the application. However, the Council may override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation.
C2	Threatened with homelessness or homeless (Prevention & Relief stages)	Applicants who are defined as threatened with homelessness or homeless under Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017), prior to the main (unintentional) homelessness duty being determined. Priority C2 includes homeless Applicants who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the	No required timescale for bidding. The Council may make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.

		Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations policy do not apply.	
C3	Lacking 1 bedroom	Households lacking one bedroom.	No required timescale for bidding.
C4	Sharing kitchen/bath room with family members	Applicants with dependent children living with, and sharing a kitchen or bathroom with, family members (as defined by S.113 Housing Act 1985) who are not part of the immediate household and not part of the housing application. This excludes households in interim or temporary accommodation provided by Arun District Council.	No required timescale for bidding.
C5	Management transfer	Applicants living in Arun District Council accommodation requiring a transfer to properties of the same size & type for significant reasons, as agreed by the Housing Services Manager.	No required timescale for bidding. However, the Council may override the choice based lettings bidding process to make a reasonable direct allocation of suitable alternative accommodation. Where such direct allocations are refused, the Council will review the priority of the case and consider removal of the priority and removal from the Register.
C6	Give or receive support; or to take up employment	Applicants who need to move to a particular area within Arun to give support, which cannot be met by others; or to receive support or specialised medical treatment, which is not available in the current location; and where failure to meet that need would cause hardship; and where the distance from the Applicant's current location is significantly impacting on the ability to deliver or receive that support. The Housing Need within Arun to be confirmed by a healthcare professional or other statutory agency. Existing social housing tenants who need to move into Arun, or to a particular area within Arun, for permanent employment and who cannot fulfil their contract of employment in their current accommodation after making reasonable adjustments. Before applying to the Arun housing register, Applicants must make	No required timescale for bidding. The Council may make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.

		reasonable adjustments in order to remain in their current accommodation when taking up new employment. These may include arranging transport to work or organizing the care of dependents. Band C6 will only apply when the employment cannot be fulfilled, even after making such adjustments. Applicants will need to provide proof of their current social tenancy, their employment start date and work location and to demonstrate why reasonable adjustments are not possible. Priority C6 includes Applicants who: i) qualify for a 'reasonable preference', as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017; or ii) need to move for employment reasons, as per the Qualification Criteria for Right to Move Regulations 2015; and iii) to whom the local connection criteria of the allocation policy do not apply.	
C7	Sheltered	Applicants for sheltered housing where there is no higher Housing Need.	No required timescale for bidding
C8	Insanitary or overcrowded housing	Applicants living in insanitary or overcrowded housing. For C8 priority, 'insanitary housing' will contain Category 1 hazards as assessed under the Housing Health & Safety Rating System (HHSRS), as confirmed by the Council's Private Sector Housing team or the Neighbourhood Housing team; and where there is no planned remedial or improvement works or enforcement action. 'Overcrowded housing' is defined by the statutory standard set out in the Housing Act 1985, sections 324 to 326, as confirmed by the Council's Private Sector Housing team or the Neighbourhood Housing team; and	No required timescale for bidding. The Council may make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty. The priority of C8 cases will be reviewed regularly and Applicants may be removed from the housing register if the insanitary conditions or overcrowding have been resolved.

		where there is no planned remedy or enforcement action to resolve the overcrowding. Priority C8 includes Applicants who qualify for a 'reasonable preference' on the grounds of insanitary or overcrowded housing, as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocation policy do not apply.	
--	--	--	--

APPENDIX 8
DRAFT NOMINATIONS AGREEMENT (ALTERNATIVE HOUSING
PROVIDERS OTHER THAN ACLT)

APPENDIX 8

THIS AGREEMENT is made the

day of

2021

BETWEEN:

THE PARTIES

(1) [ASTER]

and

(2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF (“the Council”).

RECITALS

- (A) [Aster] is the registered proprietor of the freehold interest in the Shared Ownership Units
- (B) The Council is the local planning authority for the area in which the Shared Ownership Units are situated for the purposes of section 106 of the Town and Country Planning Act 1990.
- (C) Various planning obligations are secured against the Land on which the Shared Ownership Units are built which inter alia seeks to secure the availability of the Affordable Housing Units throughout the Perpetuity Period in addition to the nomination rights of the Council subject to the completion of this Agreement.
- (D) The Council and [Aster] agree that this Agreement shall be entered to secure the provision of Affordable Housing on the Land in the manner hereinafter appearing.
- (E) The Council wishes to authorise [Aster] to exercise the Council's nomination rights and [Aster] wish to accept such authorisation.

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

“ACLT”	Has the meaning given to it in the Section 106 Agreement
“Affordable Housing”	Has the meaning given to it in the Section 106 Agreement
“Affordable Housing Provider”	Has the meaning given to it in the Section 106 Agreement
“Affordable Housing Units”	means 27 (TWENTY SEVEN) of the Dwellings to be provided as Affordable Housing indicatively comprising: 20 (TWENTY) Social Rent: 6 x 1 bedroom 10 x 2 bedroom 4 x 3 bedroom 7 (SEVEN) Shared Ownership: 2 x 1 bedroom 3 x 2 bedroom 2 x 3 bedroom it being acknowledged by the parties that this may change in accordance with the Reserved Matters Approval(s)
“Council Shared Ownership Register”	The Councils own register from which it will make nominations and which is compiled from applicants who have registered using Arun District Councils e-form with requisite information sufficient to establish whether they Qualify
“Dispose”	means to sell, let or otherwise part with possession (“dispose”) (save by way of mortgage or charge) and “Disposal” and “Disposed” shall be construed accordingly
“Dwelling”	Means a residential dwelling unit to be constructed pursuant to the Planning Permission
“Initial Public Meeting”	Means the initial public meeting to be held in accordance with the Shared Ownership Allocations Policy
“Initial Sale”	means the initial grant of a Shared Ownership lease of such newly constructed and previously unoccupied Shared Ownership Unit
“Land”	means the land at Ford Road, Arundel and which was the subject of a transfer of part out of Title Number WSX329953 dated 26 February 2021 and made between (1) Henry Miles Arundel and (2) the Owner [being registered at the Land Registry under the title number XXXX]
Model Lease	The standard form of model lease being used at the time of the initial sales allowing staircasing to 100% and including the right to buy back so it can stay within the local community and follow as afar as possible the aims of ACLT’s

“Nomination List”	means the list to be supplied by the Council which must be compiled using the Shared Ownership Allocations Policy
“Nominations Procedure”	means the procedure set out in Appendix 1 to this Agreement for making nominations in relation to Shared Ownership Housing Units on the Land as amended between the parties from time to time
“Nominee”	means a person named in the Nomination List who is specified by the Council as being suitable for taking a Shared Ownership Lease of a Shared Ownership Unit
“Perpetuity Period”	means an indefinite period
“Planning Permission”	means planning permission ref: xx as modified or varied from time to time
“Priority Order”	means the order of priority from 1 to 5 set out in the Shared Ownership Allocations Policy
“Qualifying Criteria”	Means the Qualifying Criteria being both the “Local Connection Criteria” and the “Financial Criteria” each of which are set out in the Shared Ownership Allocations Policy and “Qualify” shall be constructed accordingly
“Section 106 Agreement”	means the section 106 Agreement entered into pursuant to the Planning Permission
“Service Charges”	means such charges as are payable for the provision of services to the tenant including any annual increases in such charges
“Shared Ownership Allocations Policy”	Means the Shared Ownership Local Lettings Allocation Policy for Shared Ownership homes for the development off Ford Road attached as Appendix 2
“Shared Ownership Lease”	Has the meaning given to it in the Section 106 Agreement.
“Shared Ownership Unit(s)”	means the 7 Shared Ownership Units to be provided by way of Shared Ownership Lease and as further defined in the Section 106 Agreement
“Vacancy”	means a Shared Ownership Unit which is ready for marketing on the basis that it is nearing practical completion or as result of an owner/occupier having indicated a desire to sell and therefore offered the Shared Ownership Unit to [Aster] in accordance with the terms of the Model Lease and “ Vacant ” shall be construed accordingly
“Vacancy Notice”	means a written notice given by Aster to the Council advising it that a Shared Ownership Unit is Vacant

2. GOVERNING LEGAL PROVISIONS

2.1. This Agreement is entered into pursuant to:

- 2.1.1. Section 111 of the Local Government Act 1972
- 2.1.2. Section 33 of the Local Government (Miscellaneous Provisions) Act 1982; and
- 2.1.3. All other powers enabling in that behalf.

- 2.2. Any reference to a statute in this Agreement includes any statutory extension modification amendment or re-enactment thereof and also includes rules instruments regulations or orders made under it.
- 2.3. This Agreement shall bind [Aster] and its successors in title (save as provided by clause 10 of this agreement) throughout the Perpetuity Period.

3. NOMINATIONS PROCEDURE

- 3.1. [Aster] covenant and undertake to the Council and the ACLT in relation to the Shared Ownership Units throughout the Perpetuity Period that they will use the Shared Ownership Units for housing people as outlined in the Shared Ownership Allocations Policy.
- 3.2. [Aster] covenant that for all Initial Sales and future Vacancies they will apply to the Council for nominations to the tenancies of 100% of the Shared Ownership Units and for such purposes comply with the Nominations Procedure.
- 3.3. The Council covenants throughout the Perpetuity Period to comply with the Nominations Procedure following receipt of a Vacancy Notice from [Aster].

4. RENT AND SERVICE CHARGE LEVELS

- 4.1. [Aster] hereby undertakes and covenants in relation to the Shared Ownership Units that for the Perpetuity Period the rents exclusive of Service Charges to be included in the Shared Ownership Leases to be granted in respect of the Shared Ownership Units shall be set at levels of no more than 3% of the value of the retained equity or such other greater figure as may from time to time be agreed or specified by Homes England and in this context the value of the unit shall be determined upon the assumption that the unit may be let or sold in the open market.
- 4.2. In the event that the Council requires the value of the retained equity (as referred to in Clause 4.1 above) to be agreed the Council [Aster] and the ACLT shall use all reasonable endeavours to agree to such value but in the event of default of agreement it shall be determined by an independent surveyor having at least five years' experience in the valuation of housing within the area and to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy.

5. NOTICES

Any notices or demand required by this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

6. GENERAL COVENANTS AND UNDERTAKINGS

- 6.1. [Aster] covenants and undertakes to the Council that it will use reasonable endeavours to ensure that all Shared ownership leases granted follow the Model Form.
- 6.2. [Aster] will on the date hereof pay the Council's reasonable and proper costs in respect of this Agreement in the sum of [].

7. MISCELLANEOUS

The Council, Aster and ACLT hereby agree that:

- 7.1. If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired;
- 7.2. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement;
- 7.3. The consent or approval of the purchaser tenant and/or occupier of any Shared Ownership Unit and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement;

- 7.4. This Agreement shall be governed by and construed in accordance with the laws of England and each of the Parties hereby submits to the exclusive jurisdiction of the English Courts.

8. MORTGAGEE EXCLUSION CLAUSE

The provisions in this agreement shall not be binding on a Chargee of the whole or any part of the Shared Ownership Units or any persons or bodies deriving title through such Chargee PROVIDED THAT the Chargee has complied with the provisions of clause [mortgagee exclusion clause] in the Section 106 Agreement.

9. DISPUTE RESOLUTION

In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement:

- 9.1. Such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;
- 9.2. In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause (a) of this Clause 9.2 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (a) of this Clause 9.2 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

10. LOCAL LAND CHARGE

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

AS WITNESS hereto the parties hereto have each executed this Agreement the day and year first before written

APPENDIX 1 – Nominations Procedure

1

PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Shared Ownership Units.

- a) Within 6 months prior to the anticipated date of practical completion of the Shared Ownership Units [Aster] will give notice to the Council of the proposed date of Practical Completion of the Shared Ownership Units and to ensure that details of the Shared Ownership Units are registered on the Council's website.
- b) [Aster] will be responsible for passing on information about Vacancies to the Council. This will include details of the sale price for the percentage to be purchased; the indicative minimum household income required; rent on remaining share; property size, any property adaptations and any other information relevant to the sale of the property.
- c) [Aster] will advise the Council of the date by which the nomination(s) is/are required. This will not be less than 10 working days from the date of the notification of the initial sales and not less than 7 working days on any subsequent sales.
- d) The Council will review the Council Shared Ownership Register and nominate Qualifying applicants in Priority Order
- e) If [Aster] does not consider that nominee Qualifies or the property is refused, reasons should be given to the Council immediately. The above procedure will then be followed on up to two more occasions to enable the Council to put forward other nominations from its Council Shared Ownership Register.
- f) Should it then still not be possible to arrange sale of the property to a Council nominee, [Aster] will have the opportunity to offer the property for sale to a suitable applicant of its own choice or that of ACLT in all cases based on the Qualifying Criteria and in the Priority Order and on the following basis:
 - (i) For the first 2-months from the Initial Public Meeting, the properties can only be offered to applicants meeting Priority 1
 - (ii) After 2-months from the Initial Public Meeting, the properties can then be offered to applicants meeting both Priorities 1 & 2
 - (iii) After 3-months from the Initial Public Meeting, the properties can then be offered to applicants meeting priorities 1-4
 - (iv) After 4-months from the Initial Public Meeting, the properties can then be offered to applicants meeting priorities 1-5
 - (v) In the event of there being unsold properties and, after 6-months from the Initial Public Meeting, properties can then be offered to any applicant that doesn't meet priorities 1 – 5 of the Local Connection Criteria but does meet the Financial Criteria.

- g) [Aster] will notify the Council by telephone of any successful sale on the completion of the sale and details should be confirmed in writing.
- h) [Aster] will advise the Council of all changes in ownership occurring in its shared ownership properties on these developments whether the Council has a nomination right. This information will be used for monitoring purposes only.
- i) The nomination agreement ceases to apply in respect of a shared ownership unit once the owner/occupier has staircased to 100%.

APPENDIX 2 –Shared Ownership Allocations Policy

THE COMMON SEAL of
THE ARUN DISTRICT COUNCIL
was hereunto affixed
by Order:-

DULY AUTHORISED SIGNATORY

Signed as a Deed by affixing the Common
Seal of **[Aster]**

in the presence of:

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

APPENDIX 9
APPROVED AFFORDABLE PROVIDERS

Provider	Contact and email	Address	Tel. No
Clarion Housing Group	Liz Hills, Head of Development (New Projects) [REDACTED]	Upton House, 7 Perrymount Rd, Haywards Heath, RH16 3TN	[REDACTED]
The Guinness Partnership	Claudette Rawlinson, New Business Manager [REDACTED]	33 East Street Havant PO9 1AA	[REDACTED]
The Hyde Group	John Martin [REDACTED]	Telecom House 125 - 135 Preston Road Brighton BN1 6AF	[REDACTED]
Worthing Homes	Damian Haley, Development Manager [REDACTED]	Davison House North Street Worthing BN11 1ER	[REDACTED]
Stonewater	Jacqueline Burton, Development Officer [REDACTED]	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY	[REDACTED]
Saxon Weald	Mona Johansson, Programme Manager [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham RH12 1DT	[REDACTED]
Hastoe Housing Association		Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames KT1 4BH	[REDACTED]
Aster Group	Edward Till, Development Manager [REDACTED]		[REDACTED]
Arun District Council	Satnam Kaur, Group Head of Residential Services [REDACTED]	Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF	[REDACTED]
National Community Land Trust Network	Any Community Land Trust operating within the District of Arun, which is also a member of this network (NCLTN)	National CLT Network 7-14 Great Dover Street, London, SE1 4YR	[REDACTED]

APPENDIX 10 TRAVEL PLAN

THE NORFOLK ESTATE

LAND AT TORTINGTON, ARUNDEL

TRAVEL PLAN

REPORT REFERENCE NO. 173483-07

PROJECT NO. 173483

DECEMBER 2020

HEAD OFFICE: 3rd Floor, The Hallmark Building, 52-56 Leadenhall Street, London, EC3M 5JE T | [REDACTED]

ESSEX: 1 - 2 Crescent Court, Billericay, Essex, CM12 9AQ T | [REDACTED]

KENT: Suite 10, Building 40, Churchill Business Centre, Kings Hill, Kent, ME19 4YU T | [REDACTED]

MIDLANDS: Office 3, The Garage Studios, 41-43 St Mary's Gate, Nottingham, NG1 1PU T | [REDACTED]

SOUTH WEST: City Point, Temple Gate, Bristol, BS1 6PL T | [REDACTED]

SUFFOLK: Suite 110, Suffolk Enterprise Centre, 44 Felaw Street, Ipswich, IP2 8SJ T | [REDACTED]

CONTENTS

	Page
1 CONTEXT	3
2 EXISTING SITE USE AND LOCATION	6
3 DEVELOPMENT PROPOSALS	6
4 ANTICIPATED MODAL SPLIT	11
5 AIMS, OBJECTIVES AND TARGETS	12
6 MEASURES AND INITIATIVES	14

APPENDICES

Appendix A Site Layout

Appendix B TRICS Outputs

DRAWINGS

ACE Drawing 173483-002 Site Access Layout

DOCUMENT CONTROL SHEET

REV	ISSUE PURPOSE	AUTHOR	CHECKED	APPROVED	DATE
-	Final	KM	DH	KM	02/12/2020

DISTRIBUTION

This report has been prepared for the exclusive use of **The Norfolk Estate**. It should not be reproduced in whole or in part, or relied upon by third parties, without the express written authority of Ardent Consulting Engineers.

1.0 CONTEXT

- 1.1 Ardent Consulting Engineers (ACE) is instructed by The Norfolk Estate to advise on the Highways & Transportation aspects of the proposed residential development of Land at Tortington, Ford Road, Arundel. The proposals comprise a total of 90 dwellings (C3 Land Use Class).
- 1.2 This Travel Plan (TP) has been produced to accompany an outline planning application submission to Arun District Council (ADC). The local highway authority is West Sussex County Council (WSCC).
- 1.1 The purpose of this TP is to provide a strategy through which journeys to and from the site are managed. This TP provides a package of measures tailored to the needs of the site to promote more sustainable and active travel choices, reducing reliance on the private vehicle.

Policy Background

- 1.2 In preparing this TP, ACE has reviewed relevant national guidance including the *National Planning Policy Framework (NPPF)*; White Paper *Creating Growth, Cutting Carbon Making Sustainable Local Transport Happen*; and WSCC Travel Planning Guidance.
- 1.3 The White Paper entitled 'Creating Growth, Cutting Carbon Making Sustainable Local Transport Happen', which was published in January 2011, sets out the Government's commitment to a sustainable local transport system which supports the economy and reduces carbon emissions.

- 1.4 The White Paper states that action taken locally is best placed to support economic growth and deliver reductions in transport-related carbon emissions. This can be achieved by providing people with options to choose sustainable modes for everyday local transport choices to, for example, help boost economic growth by facilitating access to local jobs.
- 1.5 The *National Planning Policy Framework* (NPPF) was adopted in July 2018. It sets out the Government's planning policies for England and how they are expected to be applied. The *NPPF* superseded the former NPPF, Planning Policy Guidance (PPG) and Planning Policy Statements (PPS) to provide a single simplified, concise and consolidated policy document.
- 1.6 Effective transport planning is an important aspect to consider when seeking optimal sustainability and *NPPF* acknowledges this within a series of criteria which should be met by new development:
- A) appropriate opportunities to promote sustainable transport modes can be – or have been – taken up, given the type of development and its location;
 - B) safe and suitable access to the site can be achieved for all users; and
 - C) any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost effectively mitigated to an acceptable degree.
- (NPPF, page 31, paragraph 108).
- 1.7 In accordance with *NPPF*, this FTP and the associated TA provide an appraisal of the application site's accessibility to sustainable and vehicular modes of transport.

- 1.8 The Department for Health publication *Choosing Health: Making Healthy Choices Easier* (2004) recognises the health benefits of walking or cycling. Active travel can therefore be encouraged as part of a Travel Plan to allow people enjoy these health benefits as part of their daily routine.
- 1.9 The WSCC Travel Planning Guidance states that "*Travel Plans have become an essential tool for the delivery of national, regional and local transport policy, and are increasingly important within the planning process, where they can be critical to the acceptability of a development*".
- 1.10 The document further states that "*A well-developed Travel Plan can mitigate the adverse traffic impacts of a development and the Government recognises their importance in achieving improvements in transport conditions at the local level.*"
- 1.11 Furthermore, the document states that an 'off the shelf' Travel Plan is not acceptable as they should reflect the unique nature of a site and the measures should also reflect the proposed objectives. In order to meet these requirements, this document has been constructed specifically to meet the requirements of future residents of the site.

2.0 EXISTING SITE USE AND LOCATION

Local Context / Highway Network

- 2.1 The site is situated at the southern side of Arundel and is bound by: Ford Road to the east; Priory Lane to the south; and the rear boundaries of existing residential properties fronting onto Stewards Rise and Dalloway Road to the north and northwest.
- 2.2 The location of the site is shown in **Plate 2.1** below.

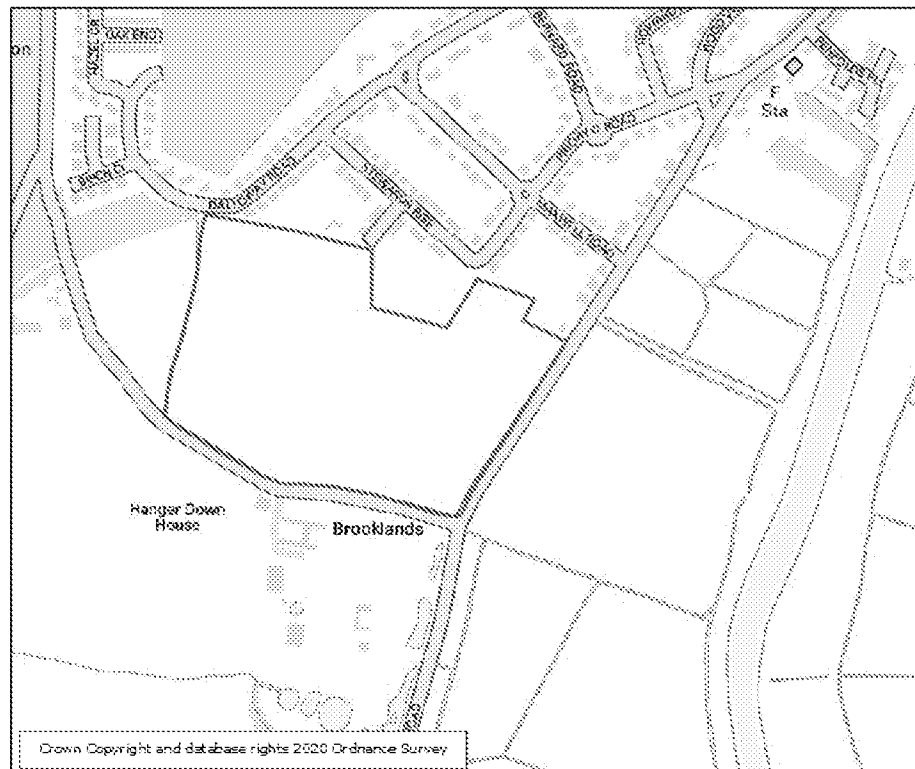


Plate 2.1: Site Location (red outline)

- 2.1 Ford Road is a single carriageway rural road subject to the national speed limit of 60mph along the site frontage, changing to 30mph at the boundary of Arundel on the north-eastern corner of the site. It is approximately 6.8m wide, incorporates soft verges on both sides with no footways, and is unlit.

- 2.2 Priory Lane forms the minor arm of a priority "T" junction with Ford Road at the southern corner of the site, extending west and north towards Tortington Lane. It is around 3.5-4.3m wide up to the Brooklands Country Guest House access junction, which is located to the south of the site. It narrows to around 2.6-3.0m wide beyond the access point, has no footways and the route is unlit.

Walking/Cycling

- 2.3 There are no footways provided on Priory Road or Ford Road in the vicinity of the site however residential roads to the north benefit from pedestrian footways. These provide connections between existing residential areas in the vicinity as well as local facilities in the surrounding area and to the north within the centre of Arundel.
- 2.4 In addition, there are a number of cycle routes that are being considered as part of the WSCC Walking and Cycling Strategy 2016-2026 in the local area, which include:
- Route 83: Ford Road – Arundel to Climping. Off-road Shared path
 - Route 85: South of Priory Lane – A27 Arundel Bypass. Off-road shared path
 - Route 322: Ford Road – Arundel to Ford Station. Off road shared path
- 2.5 The proposed cycle routes in the vicinity of the site are shown in **Plate 2.2.**

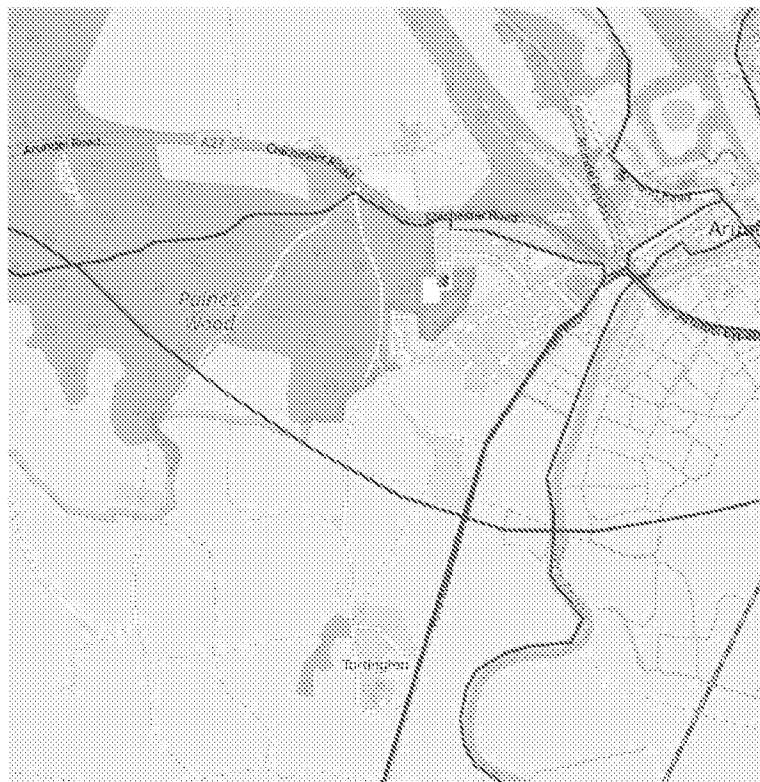


Plate 2.2: WSCC Proposed Cycle Routes (red lines)

Public Transport

- 2.6 Bus services in the local area are currently provided from a bus stop on Pearson Road approximately 600m (7-10-minute walk) from the site via the pedestrian access on Dalloway Road. The route to the stops is lit with continuous footways on either side of the road. This stop is served by the number 9 bus from Arundel to Shoreham on an hourly basis between 09:10 and 18:10 on weekdays. There are no services on Sundays or Bank Holidays.

3.0 DEVELOPMENT PROPOSALS

- 3.1 It is proposed to redevelop the site to provide a total of 90 residential units, as shown on the site layout at **Appendix A**.
- 3.2 The preliminary design is shown on **ACE Drawing 173483-002**. The internal carriageway will be 6m wide and the junction will have corner radii of 10m in order to accommodate refuse and larger delivery vehicles.
- 3.3 A pedestrian/cycle route, which will also provide emergency secondary access is provided on the northern boundary, linking the site with Dalloway Road. This access improves pedestrian connectivity and permeability between the site and the existing residential areas to the north. This secondary access is also shown on **ACE Drawing 173483-002**.
- 3.4 To the north/east of the scheme pedestrian route links are also provided onto Ford Road at the northern boundary of the site, as well as onto High Ridge Close and onto Priory Lane at the south-west boundary. Provision of these routes ensures permeability of the scheme and accommodates the anticipated desire lines of both residents within the site, and those in the local area.

Internal layout

- 3.1 From the access point to Ford Road, the main spine road of 6m wide and 2m footway on both sides, extends through the site. Secondary roads 4.8m in width lead from the spine road and tertiary roads 4.2m in width, and connect the remainder of the dwellings on the site.

Parking provision

- 3.2 The development has adopted ADC parking standards as set out in the Arun Parking Standards SPD (January 2020) specifically Table 3.1 for parking zone 1.
- 3.3 The ADC standards provide parking standards based on form of the dwelling as well as the location of a proposed development:
- 1 bed unit - 2 space per unit
 - 2 bed unit - 2 spaces per units
 - 3 bed unit - 2 spaces per unit
 - 4+ bed units - 3 spaces per unit
- 3.4 Visitor parking provision will be provided at 0.2 spaces per dwelling outlined within the standards.
- 3.5 Electric Vehicle Charging Points (EVCP) will be provided in line with table 2.2 of the ADC parking standards, with all houses with a garage providing active EVCP and 30% of all other units providing active EVCP.

4.0 ANTICIPATED MODAL SPLIT

- 4.1 It is necessary to establish initial “Baseline” travel patterns to understand what the likely modal split would be when the development is occupied, although these are only able to be established once the development is built-out and occupied. Therefore, for a Travel Plan prepared in advance of occupation, such as in this case, the Plan should initially be assessed against the assumed anticipated modal split, with this assessment updated following occupation of the development.
- 4.2 The weekday modal split associated with the proposed scheme has been derived using TRICS as agreed with highway officers during pre-application discussions, and set out in the Transport Assessment which accompanies the submission. The multi-modal split is summarised within **Table 4.1** below.

Table 4.1: Proposed Modal Split

Method of Travel	Daily 2-way rate per house	Modal %
Vehicle	4.287	70%
Public Transport	0.338	6%
Cyclists	0.132	2%
Pedestrian	1.372	22%

- 4.3 As illustrated above, the majority of trips to and from the site will likely be undertaken by vehicles. A copy of the TRICS output is located within **Appendix B**.

5.0 AIMS, OBJECTIVES AND TARGETS

5.1 This TP represents a long-term strategy to promote more sustainable travel reduce vehicular movements associated with the scheme.

5.2 The main objectives of this TP are to: -

- Increase the use of sustainable and active modes of travel to and from the site;
- Promote healthy lifestyles and sustainable, vibrant communities; and
- Encourage use of good urban design principles that increase the opportunity for walking and cycling.

5.3 These objectives are designed to achieve the overall aim of the Travel Plan which is to promote the use of sustainable and active modes of travel, by achieving a change in attitude to travel and increasing awareness.

Targets, Monitoring and Management

5.4 Targets, monitoring and management measures ensure that the objectives of the Plan are achieved and that it remains sustainable over the longer term.

5.5 Targets should be both achievable and stretching, ideally the overall target should be expressed in terms of reducing car driver trips to/from the site, typically as percentage points. This measurement would allow progress to be judged over time.

5.6 Targets should be 'SMART' to ensure that the outcomes can be qualified and compared year-on-year.

Specific; Measurable; Achievable; Realistic; Time-bound

- 5.7 Taking into consideration the above, two targets will be set prior to occupation of the development and these will be monitored using surveys at year 1, 3 and 5 (following occupation) with base line surveys being undertaken at 50% of occupation, with these surveys undertaken in accordance with the TRICS UK Standard Assessment Methodology (TRICS SAM).
- 5.8 In line with WSCC's Travel Plans Policy document, the Travel Plan Co-ordinator (TPC) will strive to achieve these targets by the end of the 5-year period. These targets are:-
- To reduce the number of vehicle trips generated by the site over a 12 hour period (Weekday 7am to 7pm) by 10%; and
 - Increase the number of public transport trips generated over a 12 hour period by 5%.

6.0 MEASURES AND INITIATIVES

6.1 A Travel Plan should set out the long term management strategy for an existing or proposed developments, and seek to integrate proposals for increasing sustainable travel by the future residents of the site.

6.2 Initial measures are detailed below.

Residential Travel Packs

6.3 Residential Travel Packs will be prepared and issued to each household by the site sales office upon first occupation. This will provide details of the following: -

- The existence and identity of the Travel Plan Co-ordinator (see below);
- The cycle route network in the area, on-site cycle parking facilities, local cycle shops (for repairs/maintenance);
- Locations of the nearest bus stops and details of the routes that serve them and current timetable information and websites providing information on bus travel;
- Location of Barnham railway Station and the destinations which can be directly reached there by train, together with current timetable information and websites providing information on train travel;
- Details on the County Council car sharing scheme, including provision of the 'West Sussex Car Share' leaflet;
- Promotion of the West Sussex cycle journey planner;
- Details of local taxi companies;

On-site Infrastructure

- 6.4 Cycle parking is to be provided to serve the development, in-line with local standards, within garages/sheds for the houses and dedicated cycle stores for flats. The use of these spaces will be monitored as part of this TP, and if demand for cycle parking (monitored by the Travel Plan Co-ordinator, see below) regularly exceeds the supply, the provision of additional spaces will be investigated.
- 6.5 Pedestrian links are provided to the adopted public highway on the boundaries of the site, linking to existing footpaths and Public Rights of Way.
- 6.6 EV charging is included in-line with Arun Parking Standards.

Travel Plan Co-ordinator

- 6.7 Prior to first occupation of the development, a Travel Plan Co-ordinator (TPC) will be appointed to implement the TP, promote its existence to residents, and undertake regular monitoring of travel behaviour (see below). It is anticipated that the TPC will be fulfilled by the Site Management Company (SMC) and its on-going funding calculated into the site management fee for the life of the TP. The amount of time to be dedicated to this role will be set out in the detailed TP.
- 6.8 The TPC will be responsible for the following: -
- Offering a Personalised Travel Planning service for residents;
 - Distributing information on updated bus and train timetables to residents;
 - Acting as the contact for all matters concerning travel, such as adequacy and maintenance of cycle parking facilities;

- Liaising with TPCs at other nearby developments to promote car sharing and car club use in conjunction with residents of other nearby schemes.
- 6.9 Contact details of the TPC will be provided to ADC and WSCC once they have been appointed.

Implementation and Management

- 6.10 Following approval, the principles set out in this RTP will be implemented, with further detail, such as the identity of the TPC, provided prior to occupation.
- 6.11 The TPC would be required to implement and promote the Travel Plan. They would also be responsible for organising and reviewing the travel surveys, in accordance with recommendations from WSCC's Travel Plan Officer.
- 6.12 The Travel Plan will be reviewed on an annual basis for 5 years from implementation (to be extended if targets are not achieved), with the TPC liaising with WSCC's Travel Plan Officers regarding its success.

Remedial Measures

- 6.13 If targets are not achieved, then several potential mitigation options will be considered. Examples of these measures are listed below:
- TPC coordinating Travel Plan forums where information on the benefits of sustainable travel are discussed amongst employees of the site;
 - planning services will be offered to all residents.

Funding

- 6.14 On agreement of the detailed TP with WSCC, this would be handed over to the SMC/TPC. The operational costs of the TP will be calculated

into the site management fee by the SMC to enable its on-going funding.

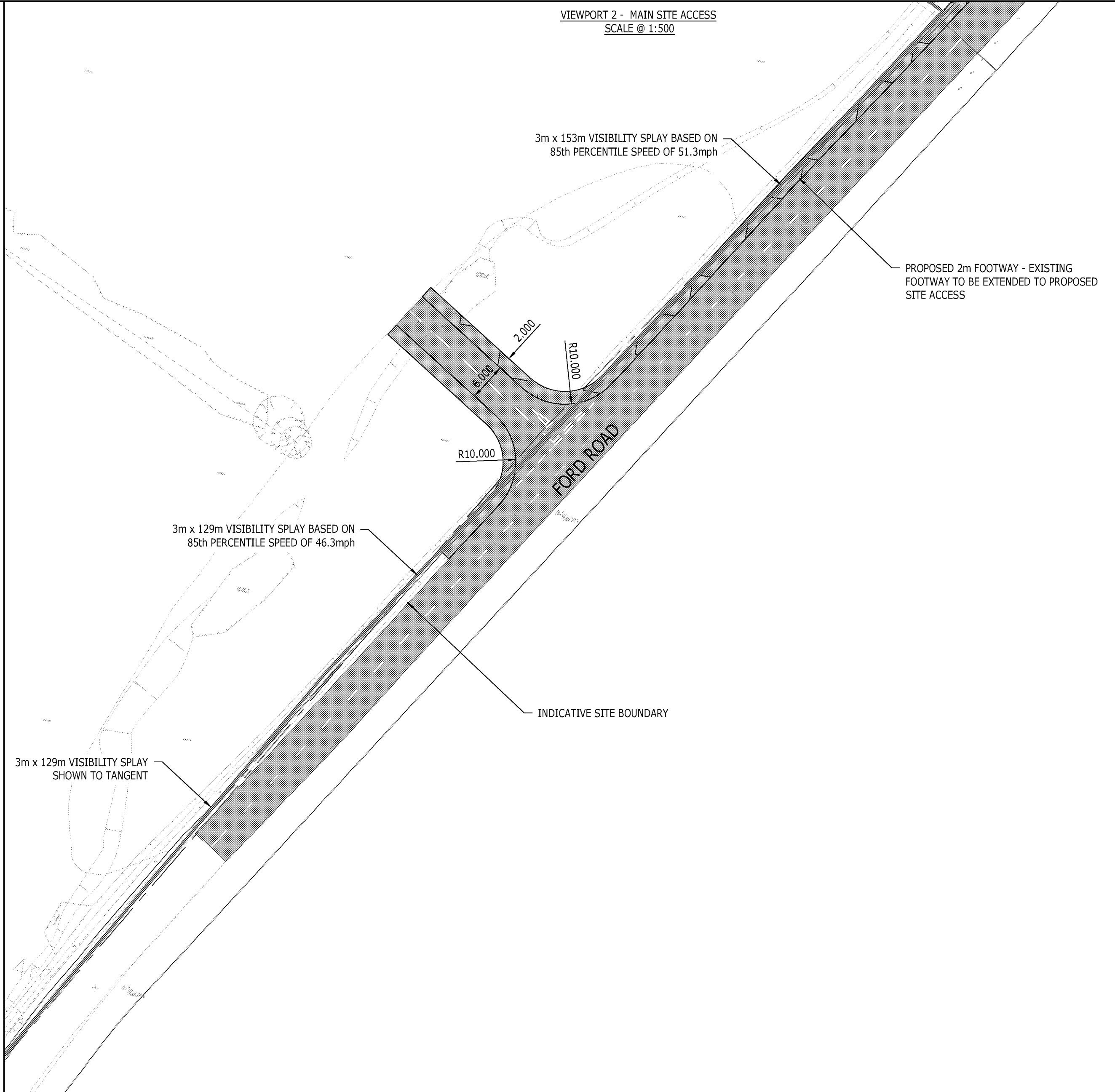
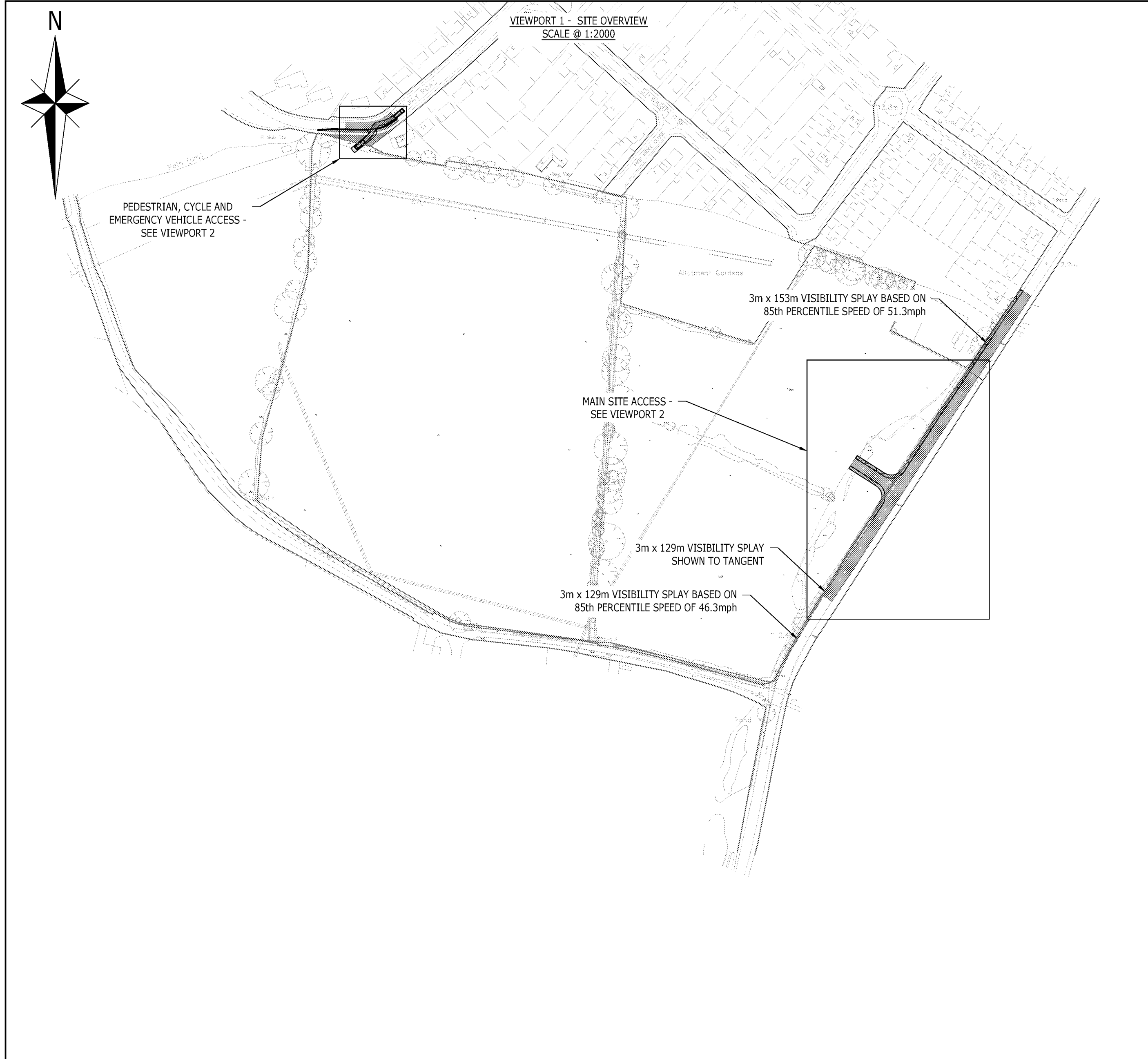
Action Plan

- 6.15 A number of actions are required to ensure the implementation and management of the TP and achieve its targets. Anticipated actions, timescales and responsibilities are set out in **Table 6.1**.

Table 6.1: Action Plan

Action	Responsibility	Target Date
Production of detailed TP	Developer	Prior to occupation
Agree Interim Targets and timelines with WSCC	Developer & WSCC	Prior to occupation
Agree details of monitoring and review with WSCC	Developer & WSCC	Prior to occupation
Implementation of physical measures (cycle parking, car parking, pedestrian links)	Developer	During construction
Appoint TPC	Developer/SMC	3 months prior to first occupation
Timeline for implementation of soft measures	TPC/SMC	Prior to occupation
TP launch	Developer/TPC/SMC	On first occupation
Implementation of TP measures	TPC/SMC	Upon opening
Submission of Baseline Travel Survey results to WSCC	TPC/Consultant	Within 1 month of TPC receiving survey results
Review findings of Travel Survey with WSCC and agree targets	TPC/Consultant/WSCC	Within 1 month of SCC receiving survey results
Repeat Travel Surveys	TPC/Consultant	Years 1, 3 and 5
Submission of Monitoring Report and discussion on progress with WSCC	TPC/Consultant/WSCC	1 month after receiving each set of survey results

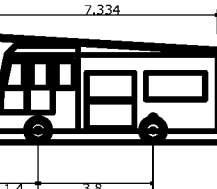
Drawings



1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE RELEVANT SPECIFICATION AND ALL OTHER RELATED DRAWINGS ISSUED BY THE ENGINEER.
2. DO NOT SCALE FROM THIS DRAWING. WORK FROM FIGURED DIMENSIONS ONLY.
3. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE IN METRES UNLESS OTHERWISE STATED.
4. ALL DIMENSIONS, LEVELS AND SURVEY GRID CO-ORDINATES ARE TO BE CHECKED ON SITE AND THE ENGINEER NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF WORKS.
5. HIGHWAY BOUNDARY INTERPRETED FROM DATA PROVIDED BY SAVILLS.
6. SITE BOUNDARY INTERPRETED FROM PLAN PROVIDED BY SAVILLS 26/11/2020.
7. LAYOUT SUBJECT TO TOPOGRAPHICAL SURVEY, HIGHWAY AUTHORITY APPROVAL, SWEEP PATH AND JUNCTION CAPACITY ANALYSIS WHERE APPROPRIATE.

- KEY:
- INDICATIVE SITE BOUNDARY
 - HIGHWAY BOUNDARY (SEE NOTE 5)
 - VISIBILITY SPLAY
 - ACE PROPOSED
 - ACE PROPOSED FOOTWAY

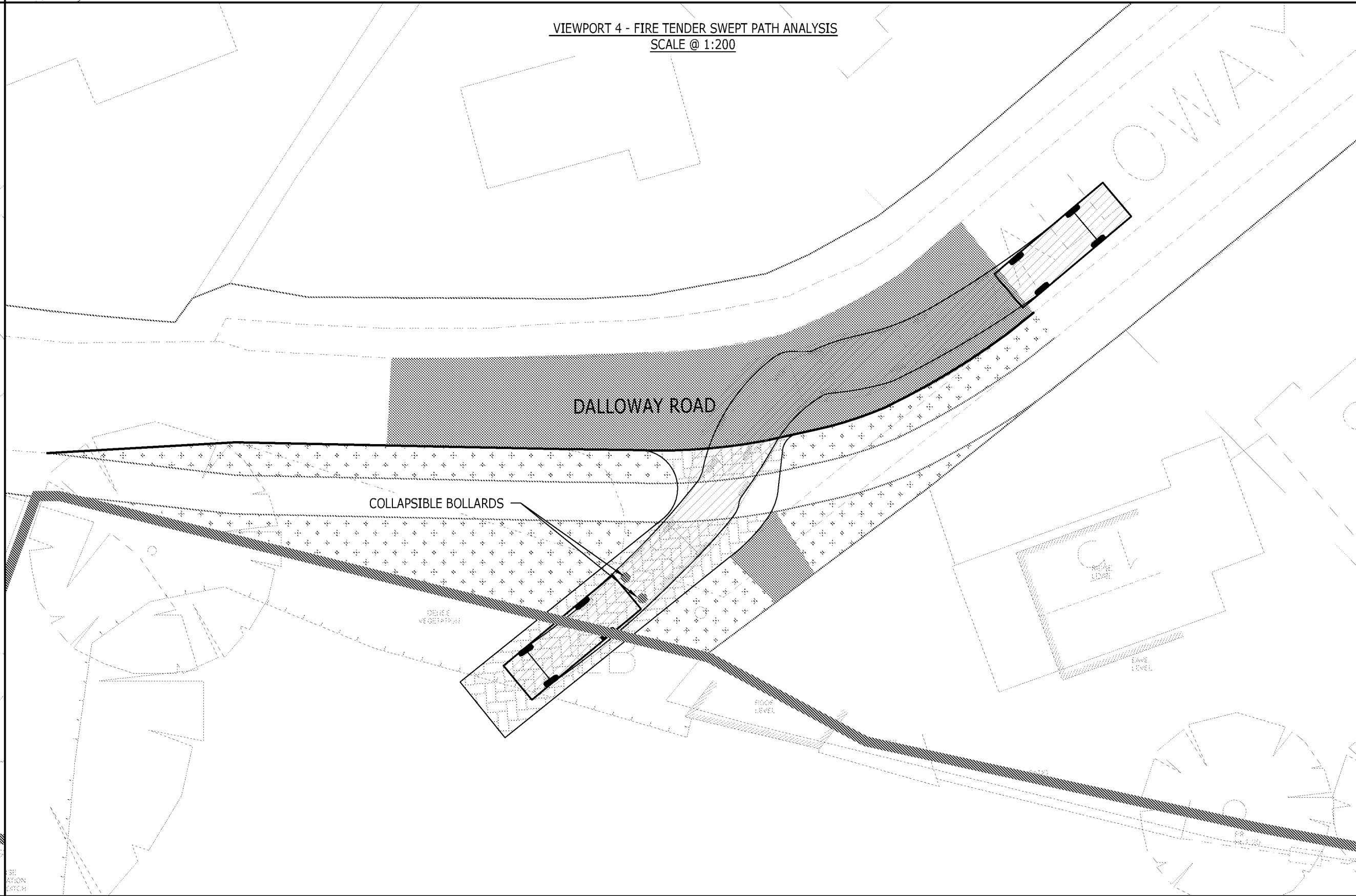
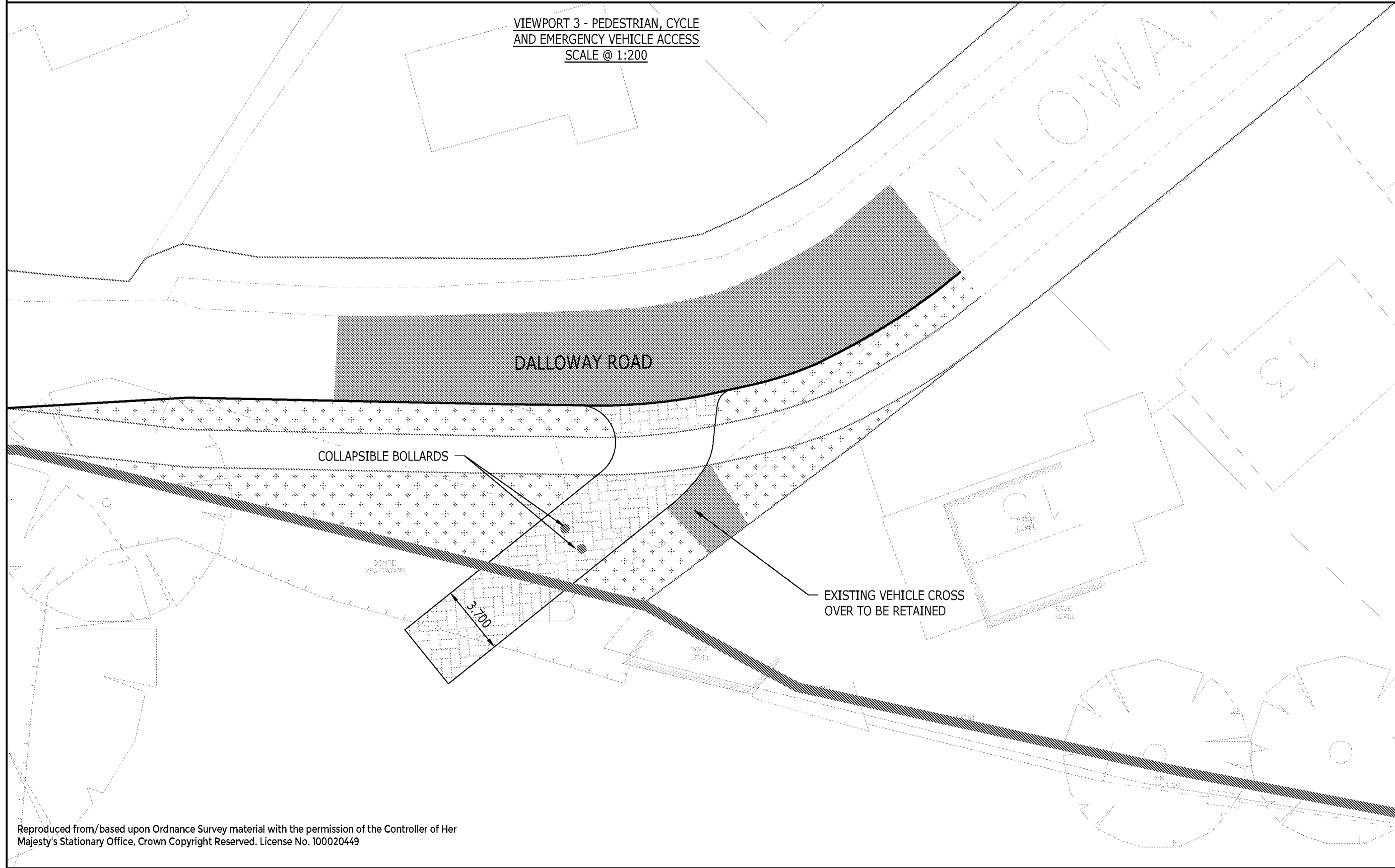
VEHICLE SPECIFICATION:



Fire Tender	7.334m
Overall Length	2.266m
Overall Width	3.495m
Overall Body Height	0.350m
Min Body Ground Clearance	2.266m
Track Width	5.308m
Lock to lock time	8.000m
Kerb to Kerb Turning Radius	

FOR INFORMATION ONLY

PRELIMINARY



D	AMENDED RED LINE	MRH	DH	KM	26.11.20
C	REMOVED TRAFFIC CALMING	MRH	DH	KM	23.10.20
B	FORD ROAD 40MPH / EMERGENCY ACCESS UPDATE	MRH	MRH	KM	08.10.20
A	VISIBILITY UPDATED, 30mph / BUS STOPS REMOVED	DV	DV	KM	08.06.20

Rev	Description	Drn	Chk	App	Date
-----	-------------	-----	-----	-----	------

ARDENT CONSULTING ENGINEERS

Third Floor
The Hallmark Building
52-56 Leadenhall Street
London
EC3A 2DX

Tel: 020 7680 4088
Web: www.ardent-ce.co.uk
E-mail: enquiries@ardent-ce.co.uk

worksafe
consultant

SSIP



Client

NORFOLK ESTATE

Project Title:
LAND AT TORTINGTON, ARUNDEL

Drawing Title:
SITE ACCESS ARRANGEMENT

A1 Scale	Date	Designed by
AS SHOWN	APRIL 2020	ADS
Drawn by	Checked by	Approved by
MRH	DH	KM

Drawing Number	173483-002	Rev	D
----------------	------------	-----	---

Appendix A

Site Layout



Quantum of Development:

	Area (ha)
Net Developable Area	3.82
SuDs	0.67
Allotments	0.10
Green (inc. LEAP)	0.21
Primary Tree Lined Road	0.42
Green Infrastructure	4.96
Site Area	10.18

Developable Area: 3.82 ha

Number of Units: 90

(Affordable Units: 27)

Density: 24dph

- Existing Built Form
- Existing Vegetation
- Proposed Planting
- Primary Tree Lined Road
- SuDS - Sustainable Drainage System
- Allotments
- LEAP - Local Equipped Area for Play
- 1m Contours
- Site Boundary
- Emergency Site Access Only
- Public Right of Way
- Pedestrian Access
- Proposed Footpath (Hoggin Surface)
- Mown path
- Vehicle Access (new junction)

Illustrative Masterplan

Land at Ford Road, Arundel

Reproduced from the Ordnance Survey Map with the permission of the Controller of H.M. Stationery Office Crown copyright licence number 100024244 Savills (UK) Ltd. Published for the purposes of identification only and although believed to be correct accuracy is not guaranteed. C:\Users\coraluker\Box\UK Urban Design Projects\North Essex\SNUD400667\Land at Ford Road\Drawings\NDM003 Illustrative Masterplan 2000@A3\IM003 Illustrative Masterplan 2000@A3 20/11/20

drawing no.	IM003	drawing	Illustrative Masterplan
revision	1	scale	2000@A3
drawn by	CO	checked by	CO
date	20.11.2020	job no.	SNUD 400667

Appendix B

TRICS Outputs

Calculation Reference: AUDIT-437201-200420-0455

TRIP RATE CALCULATION SELECTION PARAMETERS:

Land Use : 03 - RESIDENTIAL
 Category : M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL VEHICLES

Selected regions and areas:

02 SOUTH EAST	
ES EAST SUSSEX	7 days
HC HAMPSHIRE	4 days
KC KENT	2 days
SC SURREY	2 days
WS WEST SUSSEX	7 days
03 SOUTH WEST	
DV DEVON	1 days
04 EAST ANGLIA	
CA CAMBRIDGESHIRE	1 days
NF NORFOLK	1 days
06 WEST MIDLANDS	
WK WARWICKSHIRE	1 days
09 NORTH	
TW TYNE & WEAR	1 days

This section displays the number of survey days per TRICS® sub-region in the selected set

Primary Filtering selection:

This data displays the chosen trip rate parameter and its selected range. Only sites that fall within the parameter range are included in the trip rate calculation.

Parameter: No of Dwellings
 Actual Range: 52 to 199 (units:)
 Range Selected by User: 40 to 200 (units:)

Parking Spaces Range: All Surveys Included

Parking Spaces per Dwelling Range: All Surveys Included

Bedrooms per Dwelling Range: All Surveys Included

Percentage of dwellings privately owned: All Surveys Included

Public Transport Provision:

Selection by: Include all surveys

Date Range: 01/01/12 to 14/11/19

This data displays the range of survey dates selected. Only surveys that were conducted within this date range are included in the trip rate calculation.

Selected survey days:

Monday	2 days
Tuesday	4 days
Wednesday	7 days
Thursday	10 days
Friday	4 days

This data displays the number of selected surveys by day of the week.

Selected survey types:

Manual count	27 days
Directional ATC Count	0 days

This data displays the number of manual classified surveys and the number of unclassified ATC surveys, the total adding up to the overall number of surveys in the selected set. Manual surveys are undertaken using staff, whilst ATC surveys are undertaken using machines.

Selected Locations:

Suburban Area (PPS6 Out of Centre)	7
Edge of Town	20

This data displays the number of surveys per main location category within the selected set. The main location categories consist of Free Standing, Edge of Town, Suburban Area, Neighbourhood Centre, Edge of Town Centre, Town Centre and Not Known.

Selected Location Sub Categories:

Residential Zone	25
Out of Town	1
No Sub Category	1

This data displays the number of surveys per location sub-category within the selected set. The location sub-categories consist of Commercial Zone, Industrial Zone, Development Zone, Residential Zone, Retail Zone, Built-Up Zone, Village, Out of Town, High Street and No Sub Category.

Secondary Filtering selection:

Use Class:

C3 27 days

This data displays the number of surveys per Use Class classification within the selected set. The Use Classes Order 2005 has been used for this purpose, which can be found within the Library module of TRICS@.

Population within 1 mile:

1,001 to 5,000	3 days
5,001 to 10,000	9 days
10,001 to 15,000	7 days
15,001 to 20,000	1 days
20,001 to 25,000	1 days
25,001 to 50,000	6 days

This data displays the number of selected surveys within stated 1-mile radii of population.

Population within 5 miles:

25,001 to 50,000	5 days
50,001 to 75,000	6 days
75,001 to 100,000	4 days
100,001 to 125,000	2 days
125,001 to 250,000	8 days
250,001 to 500,000	1 days
500,001 or More	1 days

This data displays the number of selected surveys within stated 5-mile radii of population.

Car ownership within 5 miles:

0.6 to 1.0	3 days
1.1 to 1.5	22 days
1.6 to 2.0	2 days

This data displays the number of selected surveys within stated ranges of average cars owned per residential dwelling, within a radius of 5-miles of selected survey sites.

Travel Plan:

Yes	22 days
No	5 days

This data displays the number of surveys within the selected set that were undertaken at sites with Travel Plans in place, and the number of surveys that were undertaken at sites without Travel Plans.

PTAL Rating:

No PTAL Present	27 days
-----------------	---------

This data displays the number of selected surveys with PTAL Ratings.

LIST OF SITES relevant to selection parameters

1	CA-03-M-01	MIXED HOUSES & FLATS	CAMBRIDGESHIRE
	BANNOLD ROAD WATERBEACH		
	Edge of Town Residential Zone Total No of Dwellings: 52 Survey date: WEDNESDAY 20/06/18		Survey Type: MANUAL
2	DV-03-M-02	MIXED HOUSES & FLATS	DEVON
	SAINT PETER'S QUAY TOTNES		
	Edge of Town Residential Zone Total No of Dwellings: 90 Survey date: FRIDAY 29/03/19		Survey Type: MANUAL
3	ES-03-M-07	MIXED HOUSING	EAST SUSSEX
	SOUTH COAST ROAD PEACEHAVEN		
	Edge of Town Residential Zone Total No of Dwellings: 188 Survey date: THURSDAY 12/11/15		Survey Type: MANUAL
4	ES-03-M-10	MIXED HOUSES & FLATS	EAST SUSSEX
	DITTONS ROAD POLEGATE		
	Edge of Town Residential Zone Total No of Dwellings: 108 Survey date: MONDAY 11/07/16		Survey Type: MANUAL
5	ES-03-M-12	MIXED HOUSES & FLATS	EAST SUSSEX
	PARK ROAD HAILSHAM		
	Edge of Town Residential Zone Total No of Dwellings: 93 Survey date: THURSDAY 21/06/18		Survey Type: MANUAL
6	ES-03-M-14	MIXED HOUSES & FLATS	EAST SUSSEX
	KINGS DRIVE EASTBOURNE UPPERTON		
	Edge of Town Residential Zone Total No of Dwellings: 119 Survey date: THURSDAY 15/11/18		Survey Type: MANUAL
7	ES-03-M-15	MIXED HOUSES	EAST SUSSEX
	FIELD END MARESFIELD		
	Edge of Town Residential Zone Total No of Dwellings: 80 Survey date: WEDNESDAY 13/03/19		Survey Type: MANUAL
8	ES-03-M-16	MIXED HOUSES & FLATS	EAST SUSSEX
	BARNHORN ROAD BEXHILL LITTLE COMMON		
	Edge of Town Residential Zone Total No of Dwellings: 119 Survey date: WEDNESDAY 10/07/19		Survey Type: MANUAL

LIST OF SITES relevant to selection parameters (Cont.)

9	ES-03-M-17	MIXED HOUSES & FLATS	EAST SUSSEX
	NEW ROAD		
	HAILSHAM		
	AMBERSTONE		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	91	
	Survey date: THURSDAY	07/11/19	Survey Type: MANUAL
10	HC-03-M-05	HOUSES & FLATS	HAMPSHIRE
	WIMPSON LANE		
	SOUTHAMPTON		
	MAYBUSH		
	Suburban Area (PPS6 Out of Centre)		
	Residential Zone		
	Total No of Dwellings:	62	
	Survey date: FRIDAY	03/10/14	Survey Type: MANUAL
11	HC-03-M-09	MIXED HOUSES & FLATS	HAMPSHIRE
	ROMSEY ROAD		
	WINCHESTER		
	STANMORE		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	157	
	Survey date: THURSDAY	07/06/18	Survey Type: MANUAL
12	HC-03-M-10	MIXED HOUSES & FLATS	HAMPSHIRE
	RAWLINGS LANE		
	ALTON		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	176	
	Survey date: TUESDAY	05/03/19	Survey Type: MANUAL
13	HC-03-M-12	MIXED HOUSES & FLATS	HAMPSHIRE
	BARNFIELD WAY		
	NEAR SOUTHAMPTON		
	HEDGE END		
	Edge of Town		
	Out of Town		
	Total No of Dwellings:	181	
	Survey date: WEDNESDAY	23/10/19	Survey Type: MANUAL
14	KC-03-M-02	MIXED HOUSES AND FLATS	KENT
	HERMITAGE LANE		
	MAIDSTONE		
	BARMING		
	Edge of Town		
	No Sub Category		
	Total No of Dwellings:	119	
	Survey date: TUESDAY	05/06/18	Survey Type: MANUAL
15	KC-03-M-03	MIXED HOUSES & FLATS	KENT
	BUNYARD WAY		
	MAIDSTONE		
	ALLINGTON		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	140	
	Survey date: TUESDAY	22/05/18	Survey Type: MANUAL
16	NF-03-M-04	MIXED HOUSES & FLATS	NORFOLK
	HUNSTANTON ROAD		
	HUNSTANTON		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	70	
	Survey date: THURSDAY	19/09/19	Survey Type: MANUAL

LIST OF SITES relevant to selection parameters (Cont.)

17	SC-03-M-05	HOUSES & FLATS	SURREY
	HOLYWELL WAY		
	STAINES		
	STANWELL		
	Suburban Area (PPS6 Out of Centre)		
	Residential Zone		
	Total No of Dwellings:	52	
	Survey date: MONDAY	19/11/12	Survey Type: MANUAL
18	SC-03-M-07	HOUSES/ FLATS	SURREY
	EPSOM ROAD		
	GUILDFORD		
	Suburban Area (PPS6 Out of Centre)		
	Residential Zone		
	Total No of Dwellings:	199	
	Survey date: THURSDAY	24/10/13	Survey Type: MANUAL
19	TW-03-M-02	MIXED HOUSES & FLATS	TYNE & WEAR
	BENTON ROAD		
	NEWCASTLE UPON TYNE		
	Suburban Area (PPS6 Out of Centre)		
	Residential Zone		
	Total No of Dwellings:	108	
	Survey date: FRIDAY	19/10/18	Survey Type: MANUAL
20	WK-03-M-02	MIXED HOUSES	WARWICKSHIRE
	BISHOPTON LANE		
	STRATFORD UPON AVON		
	BISHOPTON		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	130	
	Survey date: FRIDAY	29/06/18	Survey Type: MANUAL
21	WS-03-M-05	MIXED HOUSING	WEST SUSSEX
	ELLIS ROAD		
	WEST HORSHAM		
	S BROADBRIDGE HEATH		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	92	
	Survey date: THURSDAY	23/10/14	Survey Type: MANUAL
22	WS-03-M-06	SEMI DETACHED/ DETACHED	WEST SUSSEX
	SOUTHFIELDS CLOSE		
	CHICHESTER		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	67	
	Survey date: TUESDAY	27/01/15	Survey Type: MANUAL
23	WS-03-M-07	HOUSES & FLATS	WEST SUSSEX
	ROSE GREEN ROAD		
	BOGNOR REGIS		
	ALDWICK		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	90	
	Survey date: WEDNESDAY	05/03/14	Survey Type: MANUAL
24	WS-03-M-10	MIXED FLATS & HOUSES	WEST SUSSEX
	BROYLE ROAD		
	CHICHESTER		
	Suburban Area (PPS6 Out of Centre)		
	Residential Zone		
	Total No of Dwellings:	194	
	Survey date: WEDNESDAY	23/03/16	Survey Type: MANUAL

LIST OF SITES relevant to selection parameters (Cont.)

25	WS-03-M-12	HOUSES & FLATS	WEST SUSSEX
	UPPER SHOREHAM ROAD		
	SHOREHAM BY SEA		
	Suburban Area (PPS6 Out of Centre)		
	Residential Zone		
	Total No of Dwellings:	192	
	Survey date: WEDNESDAY	27/04/16	Survey Type: MANUAL
26	WS-03-M-18	MIXED HOUSES & FLATS	WEST SUSSEX
	WESTLOATS LANE		
	BOGNOR REGIS		
	NORTH BERSTED		
	Suburban Area (PPS6 Out of Centre)		
	Residential Zone		
	Total No of Dwellings:	86	
	Survey date: THURSDAY	17/10/19	Survey Type: MANUAL
27	WS-03-M-21	MIXED HOUSES	WEST SUSSEX
	CLAPPERS LANE		
	BRACKLESHAM BAY		
	Edge of Town		
	Residential Zone		
	Total No of Dwellings:	57	
	Survey date: THURSDAY	14/11/19	Survey Type: MANUAL

This section provides a list of all survey sites and days in the selected set. For each individual survey site, it displays a unique site reference code and site address, the selected trip rate calculation parameter and its value, the day of the week and date of each survey, and whether the survey was a manual classified count or an ATC count.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL VEHICLES

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.085	27	115	0.278	27	115	0.363
08:00 - 09:00	27	115	0.114	27	115	0.344	27	115	0.458
09:00 - 10:00	27	115	0.137	27	115	0.174	27	115	0.311
10:00 - 11:00	27	115	0.123	27	115	0.145	27	115	0.268
11:00 - 12:00	27	115	0.134	27	115	0.141	27	115	0.275
12:00 - 13:00	27	115	0.154	27	115	0.135	27	115	0.289
13:00 - 14:00	27	115	0.156	27	115	0.159	27	115	0.315
14:00 - 15:00	27	115	0.129	27	115	0.158	27	115	0.287
15:00 - 16:00	27	115	0.232	27	115	0.185	27	115	0.417
16:00 - 17:00	27	115	0.230	27	115	0.146	27	115	0.376
17:00 - 18:00	27	115	0.327	27	115	0.161	27	115	0.488
18:00 - 19:00	27	115	0.281	27	115	0.159	27	115	0.440
19:00 - 20:00	1	119	0.126	1	119	0.008	1	119	0.134
20:00 - 21:00	1	119	0.101	1	119	0.017	1	119	0.118
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			2.329			2.210			4.539

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP \times FACT$. Trip rates are then rounded to 3 decimal places.

The survey data, graphs and all associated supporting information, contained within the TRICS Database are published by TRICS Consortium Limited ("the Company") and the Company claims copyright and database rights in this published work. The Company authorises those who possess a current TRICS licence to access the TRICS Database and copy the data contained within the TRICS Database for the licence holders' use only. Any resulting copy must retain all copyrights and other proprietary notices, and any disclaimer contained thereon.

The Company accepts no responsibility for loss which may arise from reliance on data contained in the TRICS Database. [No warranty of any kind, express or implied, is made as to the data contained in the TRICS Database.]

Parameter summary

Trip rate parameter range selected:	52 - 199 (units:)
Survey date range:	01/01/12 - 14/11/19
Number of weekdays (Monday-Friday):	27
Number of Saturdays:	0
Number of Sundays:	0
Surveys automatically removed from selection:	7
Surveys manually removed from selection:	0

This section displays a quick summary of some of the data filtering selections made by the TRICS® user. The trip rate calculation parameter range of all selected surveys is displayed first, followed by the range of minimum and maximum survey dates selected by the user. Then, the total number of selected weekdays and weekend days in the selected set of surveys are shown. Finally, the number of survey days that have been manually removed from the selected set outside of the standard filtering procedure are displayed.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL TAXIS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.003	27	115	0.002	27	115	0.005
08:00 - 09:00	27	115	0.004	27	115	0.005	27	115	0.009
09:00 - 10:00	27	115	0.002	27	115	0.001	27	115	0.003
10:00 - 11:00	27	115	0.001	27	115	0.001	27	115	0.002
11:00 - 12:00	27	115	0.002	27	115	0.001	27	115	0.003
12:00 - 13:00	27	115	0.001	27	115	0.001	27	115	0.002
13:00 - 14:00	27	115	0.002	27	115	0.001	27	115	0.003
14:00 - 15:00	27	115	0.002	27	115	0.002	27	115	0.004
15:00 - 16:00	27	115	0.006	27	115	0.006	27	115	0.012
16:00 - 17:00	27	115	0.002	27	115	0.002	27	115	0.004
17:00 - 18:00	27	115	0.004	27	115	0.003	27	115	0.007
18:00 - 19:00	27	115	0.002	27	115	0.003	27	115	0.005
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.031			0.028			0.059

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL OGVS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.002	27	115	0.002	27	115	0.004
08:00 - 09:00	27	115	0.002	27	115	0.001	27	115	0.003
09:00 - 10:00	27	115	0.002	27	115	0.004	27	115	0.006
10:00 - 11:00	27	115	0.003	27	115	0.002	27	115	0.005
11:00 - 12:00	27	115	0.003	27	115	0.003	27	115	0.006
12:00 - 13:00	27	115	0.003	27	115	0.001	27	115	0.004
13:00 - 14:00	27	115	0.003	27	115	0.004	27	115	0.007
14:00 - 15:00	27	115	0.000	27	115	0.001	27	115	0.001
15:00 - 16:00	27	115	0.002	27	115	0.002	27	115	0.004
16:00 - 17:00	27	115	0.001	27	115	0.001	27	115	0.002
17:00 - 18:00	27	115	0.000	27	115	0.000	27	115	0.000
18:00 - 19:00	27	115	0.000	27	115	0.001	27	115	0.001
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.021			0.022			0.043

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL PSVS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.001	27	115	0.001	27	115	0.002
08:00 - 09:00	27	115	0.000	27	115	0.000	27	115	0.000
09:00 - 10:00	27	115	0.000	27	115	0.000	27	115	0.000
10:00 - 11:00	27	115	0.000	27	115	0.000	27	115	0.000
11:00 - 12:00	27	115	0.000	27	115	0.000	27	115	0.000
12:00 - 13:00	27	115	0.000	27	115	0.000	27	115	0.000
13:00 - 14:00	27	115	0.000	27	115	0.000	27	115	0.000
14:00 - 15:00	27	115	0.000	27	115	0.000	27	115	0.000
15:00 - 16:00	27	115	0.001	27	115	0.001	27	115	0.002
16:00 - 17:00	27	115	0.000	27	115	0.000	27	115	0.000
17:00 - 18:00	27	115	0.000	27	115	0.000	27	115	0.000
18:00 - 19:00	27	115	0.000	27	115	0.000	27	115	0.000
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.002			0.002			0.004

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL CYCLISTS
 Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.003	27	115	0.007	27	115	0.010
08:00 - 09:00	27	115	0.004	27	115	0.016	27	115	0.020
09:00 - 10:00	27	115	0.004	27	115	0.005	27	115	0.009
10:00 - 11:00	27	115	0.003	27	115	0.004	27	115	0.007
11:00 - 12:00	27	115	0.003	27	115	0.003	27	115	0.006
12:00 - 13:00	27	115	0.004	27	115	0.003	27	115	0.007
13:00 - 14:00	27	115	0.004	27	115	0.003	27	115	0.007
14:00 - 15:00	27	115	0.003	27	115	0.005	27	115	0.008
15:00 - 16:00	27	115	0.010	27	115	0.006	27	115	0.016
16:00 - 17:00	27	115	0.009	27	115	0.007	27	115	0.016
17:00 - 18:00	27	115	0.010	27	115	0.006	27	115	0.016
18:00 - 19:00	27	115	0.006	27	115	0.004	27	115	0.010
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.063			0.069			0.132

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL VEHICLE OCCUPANTS
 Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.101	27	115	0.399	27	115	0.500
08:00 - 09:00	27	115	0.139	27	115	0.571	27	115	0.710
09:00 - 10:00	27	115	0.161	27	115	0.239	27	115	0.400
10:00 - 11:00	27	115	0.147	27	115	0.194	27	115	0.341
11:00 - 12:00	27	115	0.168	27	115	0.188	27	115	0.356
12:00 - 13:00	27	115	0.200	27	115	0.177	27	115	0.377
13:00 - 14:00	27	115	0.210	27	115	0.203	27	115	0.413
14:00 - 15:00	27	115	0.175	27	115	0.210	27	115	0.385
15:00 - 16:00	27	115	0.398	27	115	0.261	27	115	0.659
16:00 - 17:00	27	115	0.339	27	115	0.204	27	115	0.543
17:00 - 18:00	27	115	0.461	27	115	0.213	27	115	0.674
18:00 - 19:00	27	115	0.394	27	115	0.210	27	115	0.604
19:00 - 20:00	1	119	0.168	1	119	0.017	1	119	0.185
20:00 - 21:00	1	119	0.151	1	119	0.017	1	119	0.168
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			3.212			3.103			6.315

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL PEDESTRIANS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.024	27	115	0.055	27	115	0.079
08:00 - 09:00	27	115	0.051	27	115	0.177	27	115	0.228
09:00 - 10:00	27	115	0.048	27	115	0.048	27	115	0.096
10:00 - 11:00	27	115	0.031	27	115	0.040	27	115	0.071
11:00 - 12:00	27	115	0.039	27	115	0.044	27	115	0.083
12:00 - 13:00	27	115	0.041	27	115	0.029	27	115	0.070
13:00 - 14:00	27	115	0.035	27	115	0.039	27	115	0.074
14:00 - 15:00	27	115	0.043	27	115	0.063	27	115	0.106
15:00 - 16:00	27	115	0.154	27	115	0.067	27	115	0.221
16:00 - 17:00	27	115	0.098	27	115	0.049	27	115	0.147
17:00 - 18:00	27	115	0.072	27	115	0.040	27	115	0.112
18:00 - 19:00	27	115	0.045	27	115	0.040	27	115	0.085
19:00 - 20:00	1	119	0.008	1	119	0.008	1	119	0.016
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.689			0.699			1.388

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL BUS/ TRAM PASSENGERS
 Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.002	27	115	0.032	27	115	0.034
08:00 - 09:00	27	115	0.002	27	115	0.027	27	115	0.029
09:00 - 10:00	27	115	0.004	27	115	0.009	27	115	0.013
10:00 - 11:00	27	115	0.002	27	115	0.008	27	115	0.010
11:00 - 12:00	27	115	0.008	27	115	0.012	27	115	0.020
12:00 - 13:00	27	115	0.008	27	115	0.008	27	115	0.016
13:00 - 14:00	27	115	0.011	27	115	0.011	27	115	0.022
14:00 - 15:00	27	115	0.007	27	115	0.006	27	115	0.013
15:00 - 16:00	27	115	0.025	27	115	0.009	27	115	0.034
16:00 - 17:00	27	115	0.021	27	115	0.007	27	115	0.028
17:00 - 18:00	27	115	0.020	27	115	0.007	27	115	0.027
18:00 - 19:00	27	115	0.015	27	115	0.005	27	115	0.020
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.125			0.141			0.266

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL TOTAL RAIL PASSENGERS
 Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.000	27	115	0.009	27	115	0.009
08:00 - 09:00	27	115	0.000	27	115	0.009	27	115	0.009
09:00 - 10:00	27	115	0.000	27	115	0.003	27	115	0.003
10:00 - 11:00	27	115	0.000	27	115	0.003	27	115	0.003
11:00 - 12:00	27	115	0.001	27	115	0.002	27	115	0.003
12:00 - 13:00	27	115	0.002	27	115	0.001	27	115	0.003
13:00 - 14:00	27	115	0.002	27	115	0.002	27	115	0.004
14:00 - 15:00	27	115	0.003	27	115	0.001	27	115	0.004
15:00 - 16:00	27	115	0.006	27	115	0.001	27	115	0.007
16:00 - 17:00	27	115	0.009	27	115	0.000	27	115	0.009
17:00 - 18:00	27	115	0.005	27	115	0.001	27	115	0.006
18:00 - 19:00	27	115	0.006	27	115	0.000	27	115	0.006
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.034			0.032			0.066

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL COACH PASSENGERS

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.000	27	115	0.002	27	115	0.002
08:00 - 09:00	27	115	0.000	27	115	0.001	27	115	0.001
09:00 - 10:00	27	115	0.000	27	115	0.000	27	115	0.000
10:00 - 11:00	27	115	0.000	27	115	0.000	27	115	0.000
11:00 - 12:00	27	115	0.000	27	115	0.000	27	115	0.000
12:00 - 13:00	27	115	0.000	27	115	0.000	27	115	0.000
13:00 - 14:00	27	115	0.000	27	115	0.000	27	115	0.000
14:00 - 15:00	27	115	0.000	27	115	0.000	27	115	0.000
15:00 - 16:00	27	115	0.003	27	115	0.000	27	115	0.003
16:00 - 17:00	27	115	0.000	27	115	0.000	27	115	0.000
17:00 - 18:00	27	115	0.000	27	115	0.000	27	115	0.000
18:00 - 19:00	27	115	0.000	27	115	0.000	27	115	0.000
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.003			0.003			0.006

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL PUBLIC TRANSPORT USERS
 Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.003	27	115	0.043	27	115	0.046
08:00 - 09:00	27	115	0.002	27	115	0.036	27	115	0.038
09:00 - 10:00	27	115	0.004	27	115	0.012	27	115	0.016
10:00 - 11:00	27	115	0.003	27	115	0.011	27	115	0.014
11:00 - 12:00	27	115	0.009	27	115	0.014	27	115	0.023
12:00 - 13:00	27	115	0.010	27	115	0.009	27	115	0.019
13:00 - 14:00	27	115	0.012	27	115	0.012	27	115	0.024
14:00 - 15:00	27	115	0.010	27	115	0.008	27	115	0.018
15:00 - 16:00	27	115	0.034	27	115	0.010	27	115	0.044
16:00 - 17:00	27	115	0.030	27	115	0.007	27	115	0.037
17:00 - 18:00	27	115	0.025	27	115	0.007	27	115	0.032
18:00 - 19:00	27	115	0.022	27	115	0.005	27	115	0.027
19:00 - 20:00	1	119	0.000	1	119	0.000	1	119	0.000
20:00 - 21:00	1	119	0.000	1	119	0.000	1	119	0.000
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.164			0.174			0.338

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL TOTAL PEOPLE
 Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00	27	115	0.130	27	115	0.504	27	115	0.634
08:00 - 09:00	27	115	0.196	27	115	0.800	27	115	0.996
09:00 - 10:00	27	115	0.218	27	115	0.304	27	115	0.522
10:00 - 11:00	27	115	0.184	27	115	0.248	27	115	0.432
11:00 - 12:00	27	115	0.219	27	115	0.250	27	115	0.469
12:00 - 13:00	27	115	0.254	27	115	0.218	27	115	0.472
13:00 - 14:00	27	115	0.262	27	115	0.257	27	115	0.519
14:00 - 15:00	27	115	0.231	27	115	0.286	27	115	0.517
15:00 - 16:00	27	115	0.597	27	115	0.343	27	115	0.940
16:00 - 17:00	27	115	0.476	27	115	0.267	27	115	0.743
17:00 - 18:00	27	115	0.568	27	115	0.266	27	115	0.834
18:00 - 19:00	27	115	0.466	27	115	0.260	27	115	0.726
19:00 - 20:00	1	119	0.176	1	119	0.025	1	119	0.201
20:00 - 21:00	1	119	0.151	1	119	0.017	1	119	0.168
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			4.128			4.045			8.173

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL Light Vehicles (LV)
Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:		0.000			0.000			0.000	

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP \times FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL Rigid Trucks - No Trailer (OGV1)
 Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:		0.000			0.000			0.000	

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL Trucks Towing Trailers (OGV2)
Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.000			0.000			0.000

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL Buses

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.000			0.000			0.000

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL Non-Motorised Vehicles (NMV)
Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.000			0.000			0.000

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT / TRP * FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL Cycles

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.000			0.000			0.000

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING

MULTI-MODAL Scooters

Calculation factor: 1 DWELLS

BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:		0.000			0.000			0.000	

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: $COUNT/TRP * FACT$. Trip rates are then rounded to 3 decimal places.

TRIP RATE for Land Use 03 - RESIDENTIAL/M - MIXED PRIVATE/AFFORDABLE HOUSING
MULTI-MODAL Non-Vehicular People Movements (NVPM)
Calculation factor: 1 DWELLS
BOLD print indicates peak (busiest) period

Time Range	ARRIVALS			DEPARTURES			TOTALS		
	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate	No. Days	Ave. DWELLS	Trip Rate
00:00 - 01:00									
01:00 - 02:00									
02:00 - 03:00									
03:00 - 04:00									
04:00 - 05:00									
05:00 - 06:00									
06:00 - 07:00									
07:00 - 08:00									
08:00 - 09:00									
09:00 - 10:00									
10:00 - 11:00									
11:00 - 12:00									
12:00 - 13:00									
13:00 - 14:00									
14:00 - 15:00									
15:00 - 16:00									
16:00 - 17:00									
17:00 - 18:00									
18:00 - 19:00									
19:00 - 20:00									
20:00 - 21:00									
21:00 - 22:00									
22:00 - 23:00									
23:00 - 24:00									
Total Rates:			0.000			0.000			0.000

This section displays the trip rate results based on the selected set of surveys and the selected count type (shown just above the table). It is split by three main columns, representing arrivals trips, departures trips, and total trips (arrivals plus departures). Within each of these main columns are three sub-columns. These display the number of survey days where count data is included (per time period), the average value of the selected trip rate calculation parameter (per time period), and the trip rate result (per time period). Total trip rates (the sum of the column) are also displayed at the foot of the table.

To obtain a trip rate, the average (mean) trip rate parameter value (TRP) is first calculated for all selected survey days that have count data available for the stated time period. The average (mean) number of arrivals, departures or totals (whichever applies) is also calculated (COUNT) for all selected survey days that have count data available for the stated time period. Then, the average count is divided by the average trip rate parameter value, and multiplied by the stated calculation factor (shown just above the table and abbreviated here as FACT). So, the method is: COUNT/TRP* FACT. Trip rates are then rounded to 3 decimal places.