

Dated: 9th October

2023

CLIFFORD SIDNEY WEBB (1)
and
ARUN DISTRICT COUNCIL (2)
and
WEST SUSSEX COUNTY COUNCIL (3)
and
C.C. PROJECTS (4)

**PLANNING OBLIGATION BY DEED OF
AGREEMENT**

pursuant to Section 106 of the Town and Country
Planning Act 1990 and other powers relating to
development of land known as the Woodgate
Centre, Chichester

THIS DEED is made on 9th October 2023.

BY:

- (1) **CLIFFORD SIDNEY WEBB** (the "Owner") of Woodgate Centre, Oak Tree Lane, Woodgate, Chichester, West Sussex PO20 3GU;

AND

- (2) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton, BN17 5LF (the "District Council");

AND

- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, PO19 1RQ (the "County Council");

AND

- (4) **C.C. PROJECTS** of Church House, 29 Great Smith Street, London, SW1P 3PS (a company registered in England with registration number 01765782) (the "Adjoining Landowner")

RECITALS

- A The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- B The County Council is the local highway authority for the purposes of the 1980 Act and local education authority for the purposes of the Education Act 1996 for the area in which the Land is situated.
- C The Owner is the freehold owner of the Land registered at the Land Registry under title numbers WSX65210 and WSX323113.
- D The Land is situated within the Strategic Site. The District Council and the County Council consider that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms and to be in accordance with the associated Strategic Site local plan policies.
- E The Owner agrees to enter into this Deed to give the following obligations and to bind the Land with the planning obligations in this Deed.
- F The Adjoining Landowner is the owner of the Adjoining Land registered at the Land Registry under title number WSX309592 and has been requested by the District Council to enter into this Deed to give contractual covenants (not planning obligations made under section 106 of the Act) to enable the delivery of the E-W Link as part of the Strategic Site infrastructure requirements and the Barnham Eastergate & Westergate Endorsed Framework Masterplan (November 2020). This Deed and the obligations contained herein do not bind the Adjoining Land or the successors thereto. The Adjoining Landowner agrees to enter this Deed to provide the contractual covenants set out in clause 5.2 and paragraph 2.4 of Schedule One to this Deed and is not liable for any other covenants or obligations provided in this Deed.
- G The Owner and Adjoining Landowner acknowledge that the obligations given by the Owner in respect of the E-W Link as set out in this Deed are acceptable as a result of the agreement reached between the Owner and the Adjoining Landowner that the Owner will pay the E-W Link Contribution to the Council (to be transferred to the Adjoining Landowner for delivery of the E-W Link) and the Adjoining Landowner shall include the E-W Link Works as part of any relevant application for planning permission for the Adjoining Land Development. Following a request by the District Council, the Adjoining Landowner has agreed to provide the contractual covenants as set out in Recital F above. A Collaboration Agreement has been entered into

between the Owner and Adjoining Landowner to formalise the arrangements between the parties.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

1.1. In this Deed the following expressions shall have the meanings indicated:

"1980 Act"	means the Highways Act 1980;
"3G Pitch Contribution"	means the sum of £24,560 Index-Linked to be applied by the District Council towards provision and maintenance of a 3G pitch in the vicinity of the Development or elsewhere within the District;
"3G Pitch Land Cost Contribution"	means the sum of £7,862.07 Index-Linked to be applied by the District Council towards the value of the land on which a 3G pitch will be provided in the vicinity of the Development or elsewhere within the District;
"A27/A29 Fontwell Eastern Roundabout Junction Improvements Contribution"	means the sum of £46,046.51 (forty six thousand and forty six pounds and fifty one pence) Index-Linked to be applied by National Highways to works (including but not limited to design, preparation and construction works) to be carried out to upgrade the existing capacity and implement safety measures as part of the A27/A29 Fontwell Eastern Roundabout Junction improvements;
"A27/A29 Fontwell West Roundabout Improvements Contribution"	means the sum of £64,548.84 (sixty four thousand five hundred and forty eight pounds and eighty four pence) Index Linked to be applied by National Highways to works to be carried out to upgrade the existing capacity and implement safety measures as part of the A2/A29 Fontwell West Roundabout improvements;
"A27/B2233 Nyton Road Junction Improvements Contribution"	means the sum of £13,688.37 (thirteen thousand six hundred and eighty eight pounds and thirty seven pence) Index-Linked to be applied by National Highways to works (including but not limited to design, preparation and construction works) to be carried out to upgrade the existing capacity and implement safety measures to the A27/B2233 Nyton Road Junction;
"A29 Realignment Contribution"	means the sum of £1,816,032.55 (one million, eight hundred and sixteen thousand and thirty two pounds and fifty five pence) Index-Linked towards potential provision of new highway to be known as A29 Realignment including junction works with the existing A29 and including construction of a bridge over the South Coast railway line;
"A29 Realignment"	means the proposed works to realign the A29 from a point south of Eastergate Lane to a point south of Lidsey bends as shown indicatively on Plan 8;
"A29/B2233 War Memorial Roundabout Interim Junction Improvement"	means a scheme of works to be submitted to provide additional traffic capacity at the War Memorial roundabout as shown indicatively on Plan 9 to cater for the added impact brought about by the Development in advance of delivery of or in the event of non-delivery of the A29 Realignment;
"A29-A259 Felpham Relief Road Contribution"	means the sum of £33,906.98 (thirty three thousand nine hundred and six pounds and ninety eight pence) Index linked towards works to be carried out to provide capacity and active travel improvements at the junction;

"A29-A259 Rowan Way Contribution"	means the sum of £63,879.07 (sixty three thousand eight hundred and seventy nine pounds and seven pence) Index Linked towards works to be carried out to provide capacity and active travel improvements at the junction;
"Accommodation Schedule"	means the accommodation schedule listed as an approved document to the Planning Permission (reference 6781 K01/-REV H) or such other accommodation schedule approved by the Council from time to time through formal amendment to the Planning Permission;
"Act"	means the Town and Country Planning Act 1990 (as amended);
"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.9 or 6.10 of Schedule Two, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;
"Adjoining Land"	means the land shown shaded green on Plan 4 and as at the date of this Deed forms part of the land registered under title number WSX309592;
"Adjoining Land Development"	means development related to the Strategic Site (excluding for the avoidance of doubt any development associated with agricultural use, site clearance and/or (provided the associated application for planning permission does not also include the provision of residential, commercial or community floorspace on the Strategic Site) major road schemes and the delivery of other infrastructure) of either (a) the whole or majority of the Adjoining Land (which may be together with other land) or (b) the Adjoining Land which includes or immediately abuts, or is in the immediate vicinity of the E-W Link;
"Adjoining Land Satisfaction Date"	has the meaning given to it in Clause 5.3;
"Adoptable Standard"	means: (a) in relation to Estate Road Works and the Highway Works construction of the applicable highway to a standard suitable for adoption as highway maintainable at the public expense with details of the standard required being set out in the County Council's 'Section 278/38 Agreement – Standard Details' as may be published from time to time (or such other replacement document published by the County Council that sets out the standards required for adoptable public highway), the current version of which can be found at

	https://www.westsussex.gov.uk/media/15216/standard_construction_details_res.pdf; (b) in relation to the E-W Link Works construction of the E-W Link to a standard for adoption as highway and structure maintainable at public expense with details of the standard required being set out in the Design Manual for Roads and Bridges (DMRB) document CG 300 "Technical Approval of Highway Structures" and the County Council's structures guidance which is published on the highway agreement web pages https://www.westsussex.gov.uk/media/9430/structures_design_guidance.pdf;
"Affordable Housing"	means any form of housing including Affordable Housing Units provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for any subsidy to be recycled for alternative affordable housing provision;
"Affordable Housing Land"	means those parts of the Land upon which the Owner is to construct or procure the construction of the Affordable Housing Units and including all curtilage thereto;
"Affordable Housing Plan"	means a plan to be submitted to the Council for approval and identifying the location of the Affordable Rent Units, the First Homes and the Shared Ownership Units and which shall be based upon the locations of the Affordable Housing Units as set out in the Accommodate Schedule (or such revision of the plan as may be approved by the Council in writing from time to time);
"Affordable Housing Unit(s)"	means the 40 Dwellings to be constructed in accordance with the Planning Permission (together with associated car parking spaces) and used for the purposes of Affordable Housing either as an Affordable Rent Unit or a Shared Ownership Unit. For the avoidance of doubt this does not include First Homes (unless alternative delivery is agreed pursuant to paragraph 8 of Schedule Two, in which case the number of Affordable Housing Units shall be construed accordingly);
"Affordable Rent"	means the sum of the rent element and the Service Charge payable from the date of first occupation in respect of the relevant Affordable Rent Unit which shall not exceed the lower of (a) 90% of the Market Rent or (b) the Local Housing Allowance Levels, SAVE THAT such rent may be increased annually by an amount equal, by percentage, to the change in the CPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 1%) for the relevant year or such other rental basis as may be agreed by the District Council provided that the increase in inflation (plus the additional 1% where applicable) shall not in any circumstances require a rent which when added to the Service Charge results in a total sum in excess of (a) 90% of Market Rent or (b) the Local Housing Allowance level at the time of payment;
"Affordable Rent Occupier"	means an Eligible Person who occupies an Affordable Rent Unit;

"Affordable Rent Unit"	means the 36 Dwellings to be let at Affordable Rent which shall be shown on the Affordable Housing Plan approved by the Council;
"AL Disposal"	means a transfer of the freehold or the grant or assignment of a long leasehold interest (25 years or more) in the Adjoining Land or a charge over the Adjoining Land other than: a) a transfer of the freehold or leasehold interest to an individual occupier of a dwelling (or any related charge) in relation to the Adjoining Land Development; and b) a transfer of the freehold or leasehold interest to an individual occupier of a unit of commercial floorspace (or any related charge) in relation to the Adjoining Land Development; c) a transfer of the freehold or leasehold interest to a registered provider of affordable housing (or any related charge) provided that the registered provider is not the party who would be responsible for (a) development on the Adjoining Land in addition to affordable housing and/or (b) commitments under any agreement made under section 106 of the TCPA in respect of the Adjoining Land which comprise obligations additional to those related solely to affordable housing; d) the transfer, lease or dedication of any part of the Adjoining Land to a local or other public authority or statutory body pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Act or any statutory agreement for the provision of services; e) the transfer, lease, or dedication of any part of the Adjoining Land to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; f) the transfer, lease, or dedication of any part of the Adjoining Land to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services; g) a lease of a garage or garages (or any related charge); h) or the grant of a legal charge or any security to a registered financial institution but for the avoidance of doubt not a transfer of the freehold or the grant or assignment of a long (25 years or more) leasehold interest (other than under (a) (b) (c) or (g) above) in the Adjoining Land pursuant to the exercise of such security; or i) any other disposal which the District Council agrees in writing to exclude for the purposes of this definition; together the "AL Exempt Disposals" and "AL Disposed", "AL Dispose", "AL Disposing" and "AL Exempt Disposal" shall be construed accordingly;
"Application"	means the application for full planning permission allocated reference number AL/107/21/PL by the District Council;
"Apportionment Study"	means the apportionment study entitled "WSCC/ADC Local Plan Transport Mitigation Apportionment Study " the purpose of which is to provide evidence to support the County Council and District Council's section 106 contribution negotiations towards the transport mitigation measures set out in the Arun Transport Studies;
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a

	divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
"Arun District Council Allocations Policy"	means " <i>Housing Allocations Scheme 2012 (Amended 2014, 2016, 2017 & 2018)</i> " produced by the District Council's Housing Services Department, and as may be amended or substituted from time to time;
"B2233 Pedestrian Improvement Contribution"	means the sum of £50,262.28 (fifty thousand two hundred and sixty two pounds and twenty eight pence) Index-Linked to be applied by the County Council to works to be carried out to provide for pedestrian route improvements along the B2233;
"Barnham to Bognor Regis Cycle Route Contribution"	means the financial contribution £131,860.47 (one hundred and thirty one thousand eight hundred and sixty pounds and forty seven pence) Index-Linked to be applied by the County Council towards provision of a new cycle route and/or wider pedestrian route improvements connecting Barnham to Bognor Regis;
"Barnham to Chichester Cycle Route Contribution"	means the financial contribution of £164,431.26 (one hundred and sixty four thousand four hundred and thirty one pounds and twenty six pence) Index Linked towards provision of a new cycle route and/or wider pedestrian route improvements connecting Barnham to Chichester;
"Barnham to Tangmere Cycle Route Contribution"	means a sum of £148,604.65 (one hundred and forty eight thousand six hundred and four pounds and sixty five pence) Index-Linked to be applied by the County Council towards provision of a new cycle route and/or wider pedestrian route improvements connecting Barnham to Tangmere;
"Barnham Village Centre Improvements Contribution"	means the sum of £15,027.90 (fifteen thousand and twenty seven pounds and ninety pence) Index-Linked to be applied by the County Council towards highway works to be carried out to improve Barnham Village Centre;
"BCIS Index"	means the All-in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors PROVIDED THAT in the event that such index ceases to be published such alternative index as may be agreed between the Owner, the District Council, and the County Council;
"Bus Improvements Contribution"	means the sum of £39,200 (thirty-nine thousand and two hundred pounds) Index-Linked to be applied by the County Council towards: a) the provision of bus stop improvements (2 new shelters and realtime information boards) to the existing bus stops on the Lidsey Road; or b) wider public transport improvements to the BEW site;
"Car Club Parking Space"	means the provision of a car parking space within the Development for use by a car club and to promote and seek a traffic regulation order to secure the car club parking space within the Land;
"Chargee"	means any mortgagee or chargee of the HARP or other party who has provided loan facilities to the HARP or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or

	chargee to realise its security or any administrator (however appointed) including any housing administrator;
"Collaboration Agreement"	means the agreement entered into between the Owner and the Adjoining Landowner in order to formalise arrangements as set out in Recital (G) above;
"Commence"	means the carrying out of a "material operation" (as defined in section 56(4) of the Act) in connection with the Development (or any part as may be specified in this Deed) save that for the purposes of this Deed and for no other purpose operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be included (and "Commencement" and "Commencement Date" shall be construed accordingly);
"Completed"	means depending on the context of the Deed the substantial completion of any part or the whole of the Development as appropriate such that it is fit for its intended purpose (and, in the case of any highway works, physically completed and available for use by the public) and, free from defects other than minor snagging as confirmed by a certificate of practical completion or sectional practical completion issued by the appointed architect or other suitably qualified professional and "Complete" and "Completion" shall be construed accordingly;
"Completion Certificate Standard"	means completion to the reasonable satisfaction of the County Council (but excluding any applicable maintenance period) as evidenced by the issue of a certificate of completion by the County Council pursuant to the Highway Works Agreement;
"Completion Notice"	means a notice served by the Owner on the District Council which confirms that the Owner believes the POS has been Completed;
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the First Home Eligibility Criteria (National) and unless paragraph 6.3 of Schedule Two applies the First Home Eligibility Criteria (Local) in the form at Appendix 3 to Schedule Two;
"Connections Land"	means the land shown edged and shaded yellow on Plan 5;
"Contributions"	means any one or number of the financial contributions required to be made pursuant to Schedule Four of this Deed;
"County Council Contributions"	means the Bus Improvements Contribution, County Council S106 Monitoring Fee, Early Years Contribution, the Primary Education Contribution, the SEND Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution, the Library Contribution, the Fire and Rescue Service Contribution, Transport Contributions, Strategic Highways Infrastructure Contribution and the Travel Plan Audit Fee;
"County Council S106 Monitoring Fee"	means the sum of £2,400 (two thousand four hundred pounds) to be applied by the County Council towards the costs of monitoring the delivery of the obligations secured under this Deed;
"CPI"	means the Consumer Prices Index published by the Office for National Statistics (or any replacement body) provided that in the

	event that such index ceases to be published such alternative index as may be agreed between the Owner and the District Council;
"Cycle Parking Contribution"	means the financial contribution of £1,453.61 (one thousand, four hundred and fifty three thousand pounds and sixty once pence) Index-Linked to be applied by the County Council towards sustainable transport provision at Barnham Railway Station;
"Deed of Covenant"	means a deed of covenant in the form appended at Appendix 1 to Schedule One executed by the disponent of a relevant AL Disposal of the Adjoining Land and delivered to the District Council and the County Council;
"Development"	means the development on the Land to be permitted by the Planning Permission and comprising demolition of the Woodgate Centre buildings (including 3 (No.) residential dwellings) and the construction of 180 (No.) residential dwellings with the creation of new vehicular access with footways and cycleways, ancillary road infrastructure, emergency access arrangements, associated parking, public open space, including children's play space, landscape planting, surface water attenuation & drainage & other associated infrastructure;
"Discount Market Price"	means a sum which is the Open Market Value discounted by at least 30%;
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 6 of Schedule Two; (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; (c) an Exempt Disposal; and "Disposed" and "Disposing" shall be construed accordingly;
"District"	means the administrative area for which the District Council is the local planning authority;
"Dwelling"	means the dwelling units to be constructed on the Land pursuant to the Planning Permission as part of the Development for the sole use as a private residence of the occupier and 'dwelling' means any one of them and 'dwelling', 'dwelling units' and cognate expressions shall be construed accordingly;
"Early Years Contribution"	means the financial contribution of £259,534.00 (two hundred and fifty nine thousand five hundred and thirty four pounds) Index-Linked to be applied by the County Council towards the provision of child care nursery places in the vicinity of the Development;
"Early Years Land Cost Contribution"	means the financial contribution of £4,018.00 (four thousand and eighteen pounds) Index-Linked to be paid to the District Council towards the value of the land on which a new child care nursery will be provided within the vicinity of the Development;

"Eligible Person(s)"	means: (a) in relation to Affordable Rent Units, a person (or persons): (i) with no ownership or part ownership in any other residential property which they would be able to occupy; and (ii) who is unable to resolve their needs in the local private sector market because of the relationship between housing costs and income; and (iii) with a Local Connection; (b) in relation to Shared Ownership Units, means a person (or persons): (i) with a Local Connection; and (ii) with no ownership or part ownership in any other residential property which they would be able to occupy; and (iii) who is able to demonstrate they have an annual household income of less than £80,000 (or such other prevailing Homes England/Government rate to be applicable for Shared Ownership Units);
"Eligibility Criteria (Local)"	means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser's annual gross income (or in the case of joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria i, ii and iii below are met: i. the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or ii. the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or iii. the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker it being acknowledged that at the date of this agreement the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home and PROVIDED THAT until such time as the Council prescribes any Eligibility Criteria (Local) there shall be no Eligibility Criteria (Local) for the purposes of this Deed;
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if:

	(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);
"Enabling Powers"	means Section 111 of the Local Government Act 1972 (as amended), Section 1 of the Localism Act 2011, Section 106 of the Act and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed;
"Estate Road Works Adoption Agreement"	means an agreement to be entered into between the Owner and the County Council pursuant to section 38 and/or section 278 of the Highways Act 1980 (as appropriate) providing for the dedication and adoption of the Estate Road Works as highway maintainable at the public expense and which shall include: a) technical details, drawings and specification of the Estate Road Works for approval by the County Council; b) provisions regarding supervision, inspection and certification of the Estate Road Works throughout the construction process; c) provisions regarding dedication and adoption (as applicable) of those parts of the Land on which the Estate Road Works is to be constructed; d) provisions regarding latent defects and maintenance period following Completion of the Estate Road Works referred to therein; and e) any necessary security and step-in provisions the County Council consider reasonable in the circumstances;
"Estate Road Works"	means the works to construct the internal estate roads, visitor parking bays, footways/cycleways and highway verge within the Development as shown indicatively shaded red, blue, grey and green respectively on Plan 2 and to be provided in accordance with the Estate Road Works Scheme;
"Estate Road Works Scheme"	means a scheme in respect of the Estate Road Works to be delivered in accordance with paragraph 1 of Schedule One which shall include without limitation details of how the Estate Road Works are to be constructed to Adoptable Standards and all relevant technical matters to facilitate completion of an Estate Road Works Adoption Agreement;
"E-W Link Adoption Agreement"	means an agreement to be entered into between the Adjoining Landowner, the Owner, and the County Council pursuant to section 38 of the Highways Act 1980 (or such other agreement under the Highway Act 1980 as agreed between the parties) providing for the dedication and adoption of the E-W Link Works as highway maintainable at the public expense (with the bridge across the Lidsey Rife being an adopted highway structure maintainable at public expense) and which shall include: a) technical details, drawings, and specification of the E-W Link Works for approval by the County Council;

	b) provisions regarding supervision, inspection, and certification of the E-W Link Works throughout the construction process; c) provisions regarding dedication and adoption (as applicable) of those parts of the Land and Adjoining Land (and any other land required for delivery) on which the E-W Link Works is to be constructed provided that they are delivered to an Adoptable Standard; d) provisions regarding latent defects and maintenance period following Completion of the E-W Link Works referred to therein including any commuted sums for maintenance as applicable following adoption by the County Council; and e) any necessary security and step-in provisions the County Council consider reasonable in the circumstances;
"E-W Link"	means an east-west pedestrian and cycle link to be constructed from the end of the Estate Road Works through the Safeguarded Land to include a foot and cycle bridge on the boundary of the Land and the Adjoining Land across the Lidsey Rife watercourse and to the point within the Adjoining Land indicatively marked with a red star on Plan 4 to form part of an east-west link between Barnham and Woodgate which has been assigned County Council Structures reference 3528 and as shown indicatively on Plan 11A;
"E-W Link Contribution"	means the sum of £2,274,951.00 (two million, two hundred seventy-four thousand and nine hundred fifty-one pounds) Index-Linked from 7 November 2022 to be paid to the District Council (and applied by the Adjoining Landowner) towards the E-W Link Works, such contribution being equivalent to 75% of the estimated costs of the E-W Link Works;
"E-W Link Management Strategy"	means a strategy for the management and maintenance of the completed E-W Link Works (until the E-W Link Works are adopted by the County Council) submitted to and approved by the County Council and the District Council in accordance with the provisions below (as may be revised from time to time by agreement between the Adjoining Landowner, Owner, the County Council and the District Council) which must include: a) details of and specification for the required management and maintenance arrangements; b) details of the management body responsible for maintenance and details of the proposed funding streams that the management body will have access to/benefit from in order to demonstrate to the County Council and District Council's reasonable satisfaction that that management body has sufficient and continued financial resource to fulfil the terms set out in the E-W Link Management Strategy (once approved); c) proposed details of the transfer (or other applicable legal handover arrangements) of the E-W Link to the management body responsible for maintenance and the date by which the management body (once approved) will take on responsibility for the management and maintenance, and the covenants to be included in such transfer (or other applicable legal handover arrangement documents) to ensure the management body undertakes to comply with the other terms

	of the E-W Link Management Strategy and the relevant terms of this Deed (either as successor in title to, or deriving title from, the Owner); d) details of the frequency of maintenance; e) repair and renewal arrangements; f) details of the estimated cost of and how the E-W Link shall be financially maintained; and g) details of any agreements / consents obtained from/given to the Adjoining Landowner for the purposes of carrying out the ongoing maintenance and management of the E-W Link;
"E-W Link Transfer Notice"	means a notice served by the Adjoining Landowner which notifies the Owner that the Adjoining Landowner has elected to take ownership of such part of the Safeguarded Land on which the E-W Link Works are to be constructed forming part of the Land;
"E-W Link Transfer Terms"	means the terms to be agreed between the Adjoining Landowner and the Owner for the transfer of its freehold interest in such part of the Safeguarded Land on which the E-W Link Works are to be constructed which must include: a) the consideration to be set as £1; b) the grant and reservation of rights of access and passages of services and right of entry reasonably necessary for the beneficial enjoyment of the Development; c) the site to be free from encumbrances save for those matters contained on the registered title at the time of the transfer or any overriding or priority interests and all other rights whether private or public already existing; and d) a covenant that the E-W Link shall be used only for the purpose for which it has been secured under this Deed and and/or any planning permission or section 106 agreement in relation to the Adjoining Land Development and not for any other development and if the E-W Link shall no longer be required by the Adjoining Landowner for use as such, a transfer of the freehold ownership of the E-W Link and the land upon which it is constructed or to be constructed must be offered in writing to the original transferor on the same terms as the original transfer made pursuant to this Deed;
"E-W Link Works"	means the works required to construct the E-W Link including the bridge across the Lidsey Rife which shall be in general accordance with Plan 11A, Plan 11B and Plan 11C and to be provided in accordance with all Requisite Consents;
"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner; (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;

	(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 7 of Schedule Two shall apply to such sale) PROVIDED THAT in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 6 of Schedule Two;																								
"Final Completion Notice"	means written confirmation served by the District Council on the Owner confirming that the District Council is satisfied that the POS has been Completed in line with the POS Scheme of Works or Play Space Scheme of Works (as applicable);																								
"Fire and Rescue Service Contribution"	means the sum of £4,862.00 (four thousand eight hundred and sixty two pounds) Index-Linked which is based on the estimated additional population that would be generated by the proposed development, reduced to reflect any affordable dwellings (to include social rented dwellings only and not shared equity, intermediate or key worker status dwellings) for occupation by persons already residing in the fire service provision area; the County Council's adopted standards of fire service cover provision; and the estimated costs of providing which is calculated using this formula: $Y \times Z = \text{Fire and Rescue Service Contribution where:}$ $x = \text{multiplied by}$ $Y = \text{the estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units as approved by a subsequent reserved matters approval.}$ Using the latest published occupancy rates from census statistics published by the Office for National Statistics, with the current occupancy rates given as a guideline: <table><tr><th>Dwelling Size</th><th></th><th>Occupancy</th><th></th></tr><tr><td></td><td></td><td>House</td><td>Flat</td></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> $Z = \text{the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2021/2022 is £15 for Southern Division)}$ such contribution to be paid to the County Council and put towards the expansion of fire and rescue capacity (to include built infrastructure or investment in technology/equipment) in West Sussex Fire Rescue Services Southern Area serving Eastergate;	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
Dwelling Size		Occupancy																							
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4+ bed	=	3.0	2.8																						
"First Home"	means the 13 Dwellings shown on the Affordable Housing Plan approved by the Council which may be disposed of as a freehold or																								

	(in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap;
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owner; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 6 of Schedule Two;
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
"HARP"	means a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with HE and/or a registered provider of social housing pursuant to section 80 of the Housing and Regeneration Act 2008 (as amended) and which is either on the District Council's list of Approved Affordable Providers (appended as Appendix 1 to Schedule Two) or has been approved in writing by the District Council;
"Healthcare Contribution"	means the sum of £231,771.00 (two hundred and thirty one thousand seven hundred and seventy one pounds) Index-Linked to be applied by the District Council towards the expansion of the Croft Surgery or a new doctor's surgery to be operated by the NHS within the vicinity of the Development in order to serve the residents of the Development;
"HE"	means Homes England (or its successor in function from time to time);
"Highway Works Agreement"	means an agreement to be entered into between the Owner and the County Council pursuant to section 38 and/or section 278 of the Highways Act 1980 providing for the dedication and adoption of the Highway Works as highway maintainable at the public expense and which shall include: a) technical details, drawings and specification of the Highway Works for approval by the County Council; b) provisions regarding supervision, inspection and certification of the Highway Works throughout the construction process; c) provisions regarding dedication and adoption (as applicable) of those parts of the Land on which the Highway Works is to be constructed;

	d) provisions regarding latent defects and maintenance period following Practical Completion of the Highway Works referred to therein; and e) any necessary security and step-in provisions the County Council consider reasonable in the circumstances;
"Highway Works"	means provision of the following: a) a detailed scheme of works to be carried out to the existing junction between Woodgate Road and the A29 Lidsey Road as indicatively shown on Plan 3; and b) A29/B2233 War Memorial Roundabout Interim Junction Improvement; and to be delivered in accordance with a Highway Works Scheme;
"Highway Works Scheme"	means a scheme in respect of the Highway Works delivered in accordance with paragraph 4 of Schedule One;
"Income Cap" (Local)	means such local income cap as may be published for this purpose from time to time by the District Council and is in force at the time of the relevant disposal of the First Home. It being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local);
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;
"Index Linked"	means: a) in the case of the 3G Pitch Contribution, 3G Pitch Land Cost Contribution, the Early Years Land Cost Contribution, the Primary School Land Cost Contribution, the SEND Land Cost Contribution, the Playing Pitch Contribution, the Playing Pitch Land Cost Contribution, the Sports Hub Contributions, the Swimming Pools Contribution adjusted in accordance with the RPI by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Deed and whose numerator shall be the last published RPI monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure; b) in the case of all the other Contributions (save for those listed in (a) above and (c) to (e) below and payments referred to in Schedule One (save for the E-W Link Contribution)) adjusted in accordance with the BCIS Index by multiplying in each case the payment due by a fraction whose denominator shall be the last BCIS monthly figure published before the date of this Deed and whose numerator shall be the last published BCIS Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure; c) in the case of the County Council Contributions and the A29 Realignment Contribution payable to the District

	Council the amount payable by the Owner under this Deed shall be increased by the application of the following formula (provided that for the avoidance of doubt such formula shall never result in the relevant Contribution falling below the original payment figure): $A = B \times \frac{C}{D}$ where A is the sum actually payable on the date of payment B is the original sum mentioned in this Deed C is the BCIS Index for the quarter preceding the date of payment D is the BCIS Index for the quarter preceding 1 October 2021 and Indexation shall be construed accordingly; d) in the case of the Strategic Highways Contributions, adjusted in accordance with the ROADCON Tender Price Index by multiplying in each case the payment due by a fraction whose denominator shall be the last ROADCON Tender Price Index quarterly figure published before the date of this Deed and whose numerator shall be the last published ROADCON Tender Price Index quarterly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure; and e) in the case of the E-W Link Contribution adjusted in accordance with the BCIS Index by multiplying in each case the payment due by a fraction whose denominator shall be the last BCIS monthly figure published on 7 November 2022 and whose numerator shall be the last published BCIS Index monthly figure available before the date on which payment is due (or paid if later) but which for the avoidance of doubt shall not fall below the original payment figure;
"Interest"	means: (i) in relation to contributions or sums payable to the Council pursuant to this Deed interest at four (4) per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment); and (ii) in relation to contributions or sums payable to the County Council pursuant to this Deed interest at four (4) per cent above the base lending rate of the Bank of England (calculated on a daily basis from the date on which it fell due until the actual date of payment);
"Key Worker"	means a person employed or with a confirmed job offer in such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria

	in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker;
"LAP"	means that part of the Land to be provided as a local area for play comprising no less than 100 sqm of the Land within the area shown hatched blue on Plan 7;
"LEAP"	means that part of the Land to be provided as a local equipped area for play providing comprising no less than 890 sqm of the Land within the area shown hatched blue on Plan 7;
"the Land"	means the land known as the Woodgate Centre, Oak Tree Lane, Woodgate, Chichester PO20 3GU and shown indicatively edged red on Plan 1 and (at the date of this Deed) registered at the Land Registry under title numbers WSX65210 and WSX323113;
"Library Contribution"	means the financial contribution of £4,186.00 (four thousand one hundred and eighty six pounds) Index-Linked which is based on the provision of 180 dwellings with the cost of provision of library infrastructure (£100,000) divided by the total amount of dwellings to be provided by the Strategic Site and multiplied by the amount of dwellings to be provided as part of this Development such contribution to be applied by the County Council towards new equipment (to include shelving and a self service terminal) for a new tier 7 library facility within the vicinity of the Development or allocation to the nearest library should a tier 7 facility not be provided;
"Linear Park POS"	means the linear park to be provided as part of the Strategic Site which will cover a number of individual sites across the wider allocation and part of which may also comprise part of the POS, as shown for indicative purposes edged yellow on Plan 7 (or such other area to be specified by the District Council);
"Local Connection"	means the local connection as defined in the Arun District Council Allocations Policy;
"Local Connection Criteria"	means such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria", which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria;
"Local Housing Allowance Levels"	means the rental allowance rate for a property of the size and in the location of the relevant Affordable Rent Unit calculated by reference to the local housing allowance tables maintained by the Valuation Office Agency (or such equivalent means of calculation that may vary or replace it) as updated from time to time;
"Market Rent"	means an assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming: (a) a willing landlord and a willing tenant; (b) an arm's length transaction;

	(c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for the agreement of the rent and other letting terms, and for the completion of the letting; (d) that the lease terms are appropriate for a letting of the type and class of the subject property; (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion; and (f) that the terms of Schedule Two are disregarded;
"Monitoring Fee"	means the sum of £9,900 (nine thousand nine hundred pounds) to be applied by the District Council towards the costs of monitoring the delivery of the obligations secured under this Deed and reporting under the Community Infrastructure Levy Regulations 2010;
"Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;
"National Highways"	means the highway authority with responsibility for the A27 highway;
"Nominations Agreement"	means a nominations agreement between the HARP and the District Council affording the District Council nomination rights in respect of the relevant Affordable Rent Unit and to be in the form, or substantially in the form, to that which is appended at Appendix 2 of Schedule Two;
"Northern Land"	means the land to the north of the Land as shown shaded blue on Plan 10;
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;
"Open Market Units"	means the Dwellings which are general market housing for sale on the open market and which are not Affordable Housing Units;
"Open Market Value"	means the open market value of the Affordable Housing Units and/or First Homes with the benefit of the Planning Permission but disregarding the fact that the Affordable Housing Units and/or First Homes are constructed or are to be constructed for Affordable Housing and/or First Homes purposes and assuming that there are no Affordable Housing or First Homes restrictions thereon and further assuming that all the said units are private and available for sale on the open market and having regard to all other relevant circumstances;
"Plan 1"	means the plan titled 'Land Plan' showing the Land edged red and included within Schedule Six of this Deed;
"Plan 2"	means the plan titled 'Preliminary Highways Adoption Plan' indicatively showing the extent of the Estate Road Works included within Schedule Six of this Deed (or such replacement plan as may be agreed between the Owner and the County Council);

"Plan 3"	means the plan titled 'Section 278 Proposed Site Access' indicatively showing the extent of the Highway Works to be delivered off-site to the existing junction between Woodgate Road and the A29 Lidsey Road included within Schedule Six of this Deed (or such replacement plan as may be agreed between the Owner and the County Council);
"Plan 4"	means the plan titled 'Adjoining Land Plan' showing the Adjoining Land and included within Schedule Six of this Deed (or such replacement plan as may be agreed between the Owner and the District Council from time to time);
"Plan 5"	means the plan titled 'Connections Land Plan' showing the Connections Land and included within Schedule Six of this Deed (or such replacement plan as may be agreed between the Owner and the District Council from time to time)
"Plan 6"	means the plan titled 'Safeguarded Land Plan' showing the Safeguarded Land and included within Schedule Six of this Deed (or such replacement plan as may be agreed between the Owner and the District Council from time to time);
"Plan 7"	means the plan titled 'Public Open Space Plan' showing the POS and Play Areas and included within Schedule Six of this Deed (or such replacement plan as may be agreed between the Owner and the District Council from time to time);
"Plan 8"	means the plan showing the Phase 1 A29 Realignment and included within Schedule Six of this Deed;
"Plan 9"	means the indicative plan being drawing 20-061-044 showing the A29/B2233 War Memorial Roundabout Interim Junction Improvement which for the avoidance of doubt has not been subject to technical assessment by the County Council and future solutions may be subject to change and included within Schedule Six of this Deed (or such replacement plan as may be agreed between the Owner and the County Council);
"Plan 10"	means the plan showing the Northern Land and included within Schedule Six of this Deed;
"Plan 11A"	means the plan with drawing number 20-061-052 Rev A showing for indicative purposes the location and layout of the E-W Link and E-W Link Works;
"Plan 11B"	means the plan with drawing number P21-006 011 Rev P1 showing for indicative purposes proposed specifications for the E-W Link Works;
"Plan 11C"	means the plan with drawing number P21-006 010 Rev P4 showing for indicative purposes proposed specifications for the E-W Link Works;
"Planning Permission"	means the planning permission to be granted by the District Council pursuant to the Application substantially in the form set out in the draft version at Schedule Seven of this Deed;
"Play Areas Management Strategy"	means a strategy for the management of the Play Areas submitted to and approved by the District Council in accordance with paragraph 3.2 of Schedule Three (as the same may be revised from time to time)

	by agreement between the Owners and the District Council) which must include: • details of and specification for the required management and maintenance arrangements for the Play Areas; • details of the management body responsible for maintenance of the Play Areas; • details of the frequency of maintenance of the Play Areas; and • repair and renewal arrangements for the Play Areas;
"Play Areas"	means the LAP and the LEAP;
"Play Areas Scheme of Works"	means a scheme of works to include the means for the formation, laying out and provision of the Play Areas, which must include: • specifications and building materials; • drainage, surfacing and boundary treatment; • street furniture, lighting, provision of bins and any other proposed structures or sculptures; and • details of the play equipment to be located in the Play Areas;
"Playing Pitch Contribution"	means the sum of £206,626 (two hundred and six thousand six hundred and twenty six pounds) Index-Linked to be applied by the District Council towards provision and maintenance of 2 grass playing pitches within the vicinity of the Development or elsewhere within the District;
"Playing Pitch Land Cost Contribution"	means the sum of £15,201.20 (fifteen thousand two hundred and one pounds and twenty pence) Index-Linked to be applied by the District Council towards the value of the land on which 2 grass playing pitches will be provided within the vicinity of the Development or elsewhere within the District;
"Police Services Contribution"	means the sum of £27,257.87 (twenty seven thousand two hundred and fifty seven pounds and eighty seven pence) Index Linked to be applied by the District Council towards additional resourcing for policing within the Arun District including additional officers and support staff, additional premises and additional vehicles;
"POS"	means the public open space shaded and edged green on Plan 7;
"POS Maintenance Contribution"	means the sum of £11.23 per sqm Index-Linked to be applied by the District Council for the management, repair, renewal and maintenance of the POS;
"POS Management Strategy"	means a strategy for the management of the POS submitted to and approved by the District Council in accordance with the provisions below (as may be revised from time to time by agreement between the Owner and the District Council) which must include: (a) details of and specification for the required management and maintenance arrangements;

	(b) details of the management body responsible for maintenance and details of the proposed funding streams that the management body will have access to/benefit from in order to demonstrate to the District Council's reasonable satisfaction that that management body has sufficient and continued financial resource to fulfil the terms set out in the POS Management Strategy (once approved); (c) proposed details of the transfer (or other applicable legal handover arrangements) of the relevant parts of the POS to the management body responsible for maintenance and the date by which the management body (once approved) will take on responsibility for the management and maintenance, and the covenants to be included in such transfer (or other applicable legal handover arrangement documents) to ensure the management body undertakes to comply with the other terms of the POS Management Strategy and the relevant terms of this Deed (either as successor in title to, or deriving title from, the Owner); (d) details of the frequency of maintenance; (e) repair and renewal arrangements; and (f) details of the estimated cost of and how the POS shall be financially maintained;
"POS Scheme of Works"	means a scheme of works to include the means for the formation, laying out and provision of the POS, which must include: (a) specifications and building materials; (b) drainage, surfacing and boundary treatment; (c) if applicable, any street furniture, signage, lighting, provision of bins and any other proposed structures or sculptures; and (d) any other details reasonably required by the District Council;
"POS Transfer Notice"	means a notice served by the District Council which notifies the Owner that the District Council has elected to take ownership of the POS or a specific part of the POS;
"POS Transfer Terms"	means the terms to be agreed between the District Council and the Owner for the transfer of the freehold interest in the POS which must include: (a) the consideration to be set as £1; (b) the grant and reservation of rights of access and passages of services and right of entry reasonably necessary for the beneficial enjoyment of the Development; (c) the site to be free from encumbrances save for those matters contained on the registered title at the time of the transfer or any overriding or priority interests and all other rights whether private or public already existing; and (d) a covenant that the POS shall be used only for the open space purpose for which it has been secured under this Deed and not for any other development and if the POS shall no longer be required by the District Council for use as such, freehold ownership of the POS must be first offered in

	writing for transfer back to the original transferor on the same terms as the original transfer made pursuant to this Deed together with a refund to the original transferor of such part of the POS Maintenance Contribution (if any) that has not been spent by the District Council before the date of the transfer back to the original transferor.
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
"Primary Education Contribution"	means the financial contribution of £1,225,813 (one million two hundred and twenty five thousand eight hundred and thirteen pounds) which is calculated using the latest up to date estimate of the cost of providing the Primary School divided by the total amount of dwellings included in the Strategic Site multiplied by the amount of dwellings provided as part of this Development being a financial contribution towards the provision of the Primary Schools and calculated in accordance with the following formula: $A = \frac{B}{C \times D}$ Where: A = the Primary School Contribution B = the latest up-to-date estimate of the cost of providing the Primary School provided by the County Council; and C = the total amount of Dwellings to be provided on the Strategic Site D = the number of Dwellings to be provided as part of this Development;
"Primary Schools"	means the two non-fee paying, all abilities state schools for educating children between the ages of four and eleven and each with three forms of entry to be provided in the vicinity of the Development;
"Primary School Land Cost Contribution"	means the financial contribution of £56,580.00 (fifty six thousand five hundred and eighty pounds) Index-Linked to be paid to the District Council towards the value of the land on which the Primary Schools will be provided;
"Protected Tenant"	means any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or (b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit; or has been granted a Shared Ownership Lease by a HARP (or similar arrangement where a share of the Affordable Housing Unit is owned by the HARP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the HARP all the

	remaining shares so that the tenant owns the entire Affordable Housing Unit that is subject to the Shared Ownership Lease;
"Public Art Contribution"	means the sum of £6,930 (six thousand nine hundred and thirty pounds) Index-Linked to be paid to the District Council towards the provision of public art projects throughout the Strategic Site;
"Railway Crossings Contribution"	means the financial contribution of £62,791 (sixty two thousand seven hundred and ninety one pounds) Index Linked to be paid to the District Council for distribution to appropriate parties to be applied towards the provision of dedicated Non-Motorised Users grade-separated railway crossings to provide connections of the E-W south coast railway line (in two locations) and the Barnham to Bognor Branch Line (one location), linking between sections of the proposed Rife Valley Park and other identified walking and cycling routes within, and leading to/from, the Strategic Allocation site;
"Requisite Consents"	means all requisite consents, approvals, orders, agreements, authorisations, licences and permissions as may be required by law or otherwise in order to lawfully implement and complete the Highway Works Scheme, the Estate Road Works Scheme or the E-W Link Works including obtaining full planning permission for the E-W Link;
"ROADCON Tender Price Index"	means the Tender Price Index of Road Construction (ROADCON) produced by the Building Cost Information Service on behalf of the Department of Business, Innovation and Skills or in the event that such index ceases to be published such alternative index as may be agreed between the Owner, the District Council and National Highways;
"RPI"	means the RPI All Items Index published by the Office for National Statistics (or any replacement body) provided that in the event that such index ceases to be published such alternative index as may be agreed between the Owner, the District Council and the County Council;
"Safeguarded Land"	means the part of the Land that is to be safeguarded for the delivery of the E-W Link and shown shaded blue on Plan 6 or such amended area as may be agreed between the District Council and the Owner (in consultation with the Adjoining Landowner) from time to time;
"Safeguarded Land Specification"	means the specification to be submitted to the District Council and the County Council by the Owner pursuant to paragraph 2.2.1 of Schedule One which shall specify an appropriate landscaping scheme (which shall take into account the obligation under paragraph 2.2.2 of Schedule One) for how the Safeguarded Land will be retained to ensure that the Safeguarded Land will be safeguarded so as not to allow any building or structure to be erected on the Safeguarded Land or the carrying out any other works which would impede the ability for its future use as part of the E-W Link and the approved Safeguarded Land Specification may be amended or substituted from time to time provided that the District Council first agree to such amendment or substitution in writing;
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

"Secondary Education Contribution"	means the financial contribution of £879,515 (eight hundred and seventy nine thousand five hundred and fifteen pounds) based on the estimated additional secondary aged pupil population that would be generated by the proposed development, and the cost of providing a 10FE secondary school for Arun plus land costs. This equates to a cost of £34,566 (thirty four thousand five hundred and sixty six pounds) per secondary aged pupil generated as a result of the Development, as stated in the Developer Obligations for Secondary Contributions in Arun Document 2019, which is a supporting document for the IDP. The contribution is calculated in accordance with the following formula: $£34,566 \times \text{ACP} = \text{Secondary Education Contribution where:}$ x = multiplied by ACP (Additional Child Product) = the estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of Housing Units, as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows: <table><tr><td>Dwelling Size</td><td></td><td>Occupancy</td><td></td></tr><tr><td></td><td></td><td>House</td><td>Flat</td></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 5 year groups for secondary (years 7 to 11). such financial contribution to be used towards a new secondary school serving Arun district;	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
Dwelling Size		Occupancy																							
		House	Flat																						
1 bed	=	1.5	1.3																						
2 bed	=	1.9	1.9																						
3 bed	=	2.5	2.4																						
4+ bed	=	3.0	2.8																						
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;																								
"SEND Contribution"	means the financial contribution of £100,465.00 (one hundred thousand four hundred and sixty five pounds) Index-Linked to be applied by the County Council towards the provision of special educational needs and disability facilities (SSC facility) within the vicinity of the Development;																								
"SEND Land Cost Contribution"	means the financial contribution of £2,521.50 (two thousand five hundred and twenty one pounds and fifty pence) Index-Linked to be paid to the District Council towards the value of the land on special education needs and disability facilities are to be provided within the vicinity of the Development;																								
"Service Charge"	means the amount payable by the occupant of any Affordable Housing Unit for all communal services repairs maintenance improvements insurance of the building and curtilage plus estate management costs and ground rent to the extent that the costs have been reasonably incurred and remain at a reasonable level that will remain affordable for occupants;																								

"Service Media"	means the sewers, drains, watercourses, pipes, cables, wires, channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;
"Services"	means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;
"Shared Ownership Lease"	means a lease substantially in a form approved or published by HE whereby the tenant having paid an initial premium calculated by reference to no more than 50% of the Open Market Value of the particular Affordable Housing Unit pays a rent in respect of the remaining equity held by the owner plus (if appropriate) a reasonable service charge and whereby the occupier may in successive tranches purchase up to 100% of the equity in the dwelling PROVIDED THAT the rent per annum will: (a) initially be at a level not exceeding 2.75% of the full Open Market Value of the HARP's retained share of the relevant dwelling; and (b) be permitted to be increased annually by an amount equal, by percentage, to the change in the RPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 0.5%) for the relevant year or such other increase as may be permitted by applicable government guidance from time to time;
"Shared Ownership Occupier"	means an Eligible Person who occupies a Shared Ownership Unit which he/she is part renting and part purchasing under a Shared Ownership Lease;
"Shared Ownership Units"	means the 4 Dwellings as shown on the Affordable Housing Plan approved by the Council and which are to be disposed of subject to a Shared Ownership Lease and to a Shared Ownership Occupier;
"Sixth Form Education Contribution"	means the financial contribution of £136,537.00 (one hundred and thirty six thousand five hundred and thirty seven pounds) Index-Linked based on the estimated additional population that would be generated by the Development, reduced to reflect any affordable dwellings (by which it is meant social rented dwellings only and not shared equity, intermediate or key worker status dwellings) for occupation by persons already residing in the education catchment area; the County Council's adopted floorspace standard for education provision; and the estimated costs of providing additional education floorspace and therefore calculated in accordance with the following formula: DfE figure (Further Secondary) x ACP = Further Secondary Education Contribution where: x = multiplied by ACP (Additional Child Product) = the estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of Dwellings, less any allowance for Affordable Housing (which for Arun District is 100% for

	Social Rented but for all other forms of affordable housing units there is no discount), as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows: <table><tr><th>Dwelling Size</th><th></th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6) and 5 for secondary (years 7 to 11). For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place) as adjusted for the West Sussex area applicable at the date when the School Infrastructure Contribution is paid (which currently for the financial year 2021/2022 is £30,939) for Further Secondary, updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index such contribution to be paid to the County Council and used towards the provision of sixth form education facilities within the vicinity of the Development;	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
Dwelling Size		Occupancy																							
		House	Flat																						
1 bed	=	1.5	1.3																						
2 bed	=	1.9	1.9																						
3 bed	=	2.5	2.4																						
4+ bed	=	3.0	2.8																						
"South Downs National Park Cycle Link Contribution"	means the sum of £221,860.47 (two hundred and twenty one thousand eight hundred and sixty pounds and forty seven pence) Index-Linked to be applied towards the provision of a new cycle route and/or wider pedestrian route improvements connecting the Development and South Downs National Park;																								
"Sports Hub"	means an area of floorspace or building in or on which sports and related facilities (including sports halls/flexible activity space, swimming pool provision/extension, community facilities, health and fitness facilities and ancillary facilities) will be provided in the vicinity of the Development through the application of the Sports Hub Contributions;																								
"Sports Hub: Ancillary Facilities Contribution"	means the sum of £92,117.59 (ninety two thousand one hundred and seventeen pounds and fifty nine pence) Index-Linked to be applied by the District Council towards the provision of new ancillary facilities within the Sports Hub or to the provision of ancillary sports pitch facilities within the District;																								

"Sports Hub: Community Centre Contribution"	means the sum of £180,000 (one hundred and eighty thousand pounds) Index-Linked to be applied by the District Council towards the provision of a new community centre within the Sports Hub or to the provision of community facilities within the District;
"Sports Hub: Health & Fitness Contribution"	means the sum of £22,400 (twenty two thousand four hundred pounds) Index-Linked to be applied by the District Council towards the provision of new health and fitness facilities within the Sports Hub or to the provision of health and fitness facilities within the District;
"Sports Hub: Sports Hall Contribution"	Means the sum of £71,498 (seventy one thousand four hundred and ninety eight pounds) Index-Linked to be applied by the District Council towards the provision of a new sports hall/flexible activity space facilities within the Sports Hub or to the provision of sports halls/flexible activity space within the District;
"Sports Hub Contributions"	means all of the following; a) Sports Hub: Ancillary Facilities Contribution; b) Sports Hub: Community Centre Contribution; c) Sports Hub: Health & Fitness Contribution; d) Sports Hub: Land Costs Contribution; and e) Sports Hub: Sports Hall Contribution;
"Sports Hub: Land Costs Contribution"	means the sum of £15,170 (fifteen thousand one hundred and seventy pounds) Index-Linked to be applied by the District Council towards the value of the land on which the Sports Hub will be provided or towards the value of providing the facilities and services to which the Sports Hub Contributions relate within District;
"Stage 1 Safety Audit"	means a road safety audit to be undertaken at the completion of the preliminary design;
"Stage 2 Safety Audit"	means a road safety audit to be undertaken at the completion of detailed design prior to implementation of the scheme;
"Stage 3 Safety Audit"	means a road safety audit to be undertaken once the highway scheme is substantially complete but prior to the works being open to road users;
"Staircasing"	means in connection with the Shared Ownership Units the acquisition after the date of the initial purchase by the occupier of additional tranches of equity within the said unit until such time as the individual occupier retains 100% of the equity in the said unit at which point they will be said to have "Staircased";
"Strategic Highways Agreement"	means an agreement between the Owner and National Highways pursuant to section 278 of the Highways Act 1980 requiring the Owner to pay the Strategic Highways Contributions to National Highways on terms that National Highways apply such sums for securing the Strategic Highway Improvements and which shall set

	out the detail (including relevant plans and specifications as applicable) of the strategic highway improvements and the payment terms which, in any event, ensure full payment prior to the deadline for compliance set out in paragraph 3.1.3 of Schedule One;
"Strategic Highways Contributions"	means: a) the A27/B2233 Nyton Road Junction Improvements Contribution; b) the A27/A29 Fontwell Eastern Roundabout Junction Improvements Contribution; and c) the A27/A29 Fontwell West Roundabout Improvements Contribution;
"Strategic Highways Infrastructure Contribution"	means the financial contribution of £112,813.95 (one hundred and twelve thousand eight hundred and thirteen pounds and ninety five pence) Index Linked being a proportional financial contribution towards some or all of the strategic highways infrastructure as set out in the Apportionment Study namely: a) A29-A259 Rowan Way Contribution; b) A29-A259 Felpham Relief Road Contribution; and c) Barnham Village Centre Improvements Contribution;
"Statutory Undertakers"	means organisations licensed by the government which include all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies;
"Strategic Site"	means the strategic site known as 'SD5 Barnham/Eastergate/Westergate' within the District Council's adopted Local Plan;
"Swimming Pools Contribution"	means the sum of £79,083 (seventy nine thousand and eighty three pounds) Index-Linked to be applied by the District Council towards indoor swimming pool provision at the new leisure centre in the west of the District or expansion of existing indoor swimming pools in the District;
"Transfer Price"	means a consideration that allows the HARP: (a) to provide the Affordable Rent Units at an Affordable Rent in accordance with paragraph 4 of Schedule Two; and (b) to provide the Shared Ownership Units in accordance with paragraph 3 of Schedule Two.
"Transport Contributions"	means the financial contribution of £718,472.74 (seven hundred and eighteen thousand four hundred and seventy two pounds and seventy four pence) Index Linked towards some or all of the following: a) B2233 Pedestrian Improvement Contribution; b) Barnham to Bognor Regis Cycle Route Contribution; c) Barnham to Chichester Cycle Route Contribution; d) Barnham to Tangmere Cycle Route Contribution; e) Cycle Parking Contribution; and f) South Downs National Park Cycle Link Contribution;
"Travel Plan"	means a travel plan to be submitted for approval by the County Council;

"Travel Plan Audit Fee"	Means the sum of £3,500.00 (three thousand five hundred pounds) Index-Linked to be applied by the County Council towards the monitoring of the Travel Plan to be secured by a condition imposed on the Permission;
"Working Day(s)"	means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

2. INTERPRETATION

- 2.1. Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5. References to any party to this Deed (save the Adjoining Landowner) shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions.
- 2.6. References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7. The headings and contents list are for reference only and shall not affect construction.
- 2.8. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.9. Any reference in this Deed to a requirement for an approval from one of the parties shall be deemed to be a reference to an approval in writing.

3. STATUTORY AUTHORITY

- 3.1. This Deed is made pursuant to Section 106 of the Act and the other Enabling Powers.
- 3.2. The undertakings, covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and County Council as local planning authority and local highway authority and local education authority respectively against the Owner and any person deriving title in the Land or any part of it from the Owner.
- 3.3. The covenants and requirements imposed upon the Adjoining Landowner under this Deed are enforceable contractually by the District Council and the County Council.

4. EFFECT OF THE DEED

- 4.1. Subject to clauses 4.2 and 7.2 this Deed and its clauses and paragraphs herein shall take effect on the day and year first before written save that the obligations contained in the Schedules to this Deed shall come into force as follows:
 - 4.1.1. those obligations which expressly require something to be done prior to the Commencement of the Development or prohibit the Commencement of the Development before something has been done shall come into effect on the date of the Permission; and
 - 4.1.2. all remaining obligations and provisions shall come into effect on the Commencement of the Development.
- 4.2. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

5. THE OWNER'S AND ADJOINING LANDOWNER'S COVENANTS

- 5.1. The Owner severally covenants with the District Council and the County Council that they will observe and perform the obligations contained in Schedules One to Four (inclusive) save for paragraph 2.4 of Schedule One.
- 5.2. The Adjoining Landowner severally covenants with the District Council and the County Council that they will observe and perform the covenants contained in paragraph 2.4 of Schedule One.
- 5.3. The Adjoining Landowner shall be released automatically from the covenants in this Deed when any of the following conditions are met (the "Adjoining Land Satisfaction Date"):
 - 5.3.1. the E-W Link Works have been Completed in accordance with the terms of any associated Requisite Consents and any statutory agreements; or
 - 5.3.2. the District Council and County Council has confirmed in writing that the E-W Link Works have been Completed to its reasonable satisfaction; or
 - 5.3.3. the 25th anniversary of the date of this Deed has occurred; or
 - 5.3.4. Schedule One paragraph 2.10 or Schedule Five paragraph 1.6 applies; or
 - 5.3.5. in the event that the District Council ceases to hold any part of the E-W Link Contribution (save where such cessation arises out of the District Council paying such sum to the Adjoining Landowner pursuant to paragraph 1.9.3 of Schedule Five).

6. THE DISTRICT COUNCIL AND THE COUNTY COUNCIL COVENANTS

- 6.1. The District Council covenants with the Owner and Adjoining Landowner (as appropriate) to observe and perform the covenants as set out in Schedule Five; and
- 6.2. The County Council covenants with the Owner and Adjoining Landowner (as appropriate) to observe and perform the covenants as set out in Schedule Five.

7. RELEASE AND LAPSE

- 7.1. An Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its interests in the Land or the relevant part of it to which a particular obligation relates.

- 7.2. This Deed shall lapse and be of no further effect if:
- 7.2.1. Planning Permission is not granted; or
 - 7.2.2. the Planning Permission lapses without having been implemented by the carrying out of a material operation in accordance with section 56(4) of the Act; or
 - 7.2.3. the Planning Permission is varied or revoked other than with the consent of the Owner; or
 - 7.2.4. the Planning Permission is quashed following a successful legal challenge.
- 7.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.4. This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.
- 7.5. This Deed shall not be enforceable against:
- 7.5.1. any purchaser or occupier or their mortgagee of an individual Open Market Unit;
 - 7.5.2. any purchaser or occupier or their mortgagee of an individual Intermediate Unit or Shared Ownership Unit save for paragraphs 2, 3 and 5 of Schedule Two;
 - 7.5.3. any purchaser or occupier or their mortgagee of an individual First Home save for paragraphs 6 and 7 of Schedule Two;
 - 7.5.4. any tenant or occupier of an individual Affordable Rent Unit save for paragraphs 2, 4 and 5 of Schedule Two;
 - 7.5.5. any HARP (as defined in Schedule Two) or Chargee save in respect of the obligations in Schedule Two;
 - 7.5.6. any person who has acquired an interest in the Safeguarded Land solely for the purposes of the construction and/or operation of the E-W Link, provided that the provisions of paragraph 2 of Schedule One shall be enforceable against such a person; or
 - 7.5.7. any party in respect of an interest in any part of the Land acquired solely for the purposes of construction or management of the E-W Link (save any provisions of paragraph 2 Schedule One).

8. LOCAL LAND CHARGE

- 8.1. This Deed is a local land charge and is entered into with the intention that it shall be registered as such by the District Council in the land charges register for the Land.
- 8.2. The Owner shall within 28 days of the date of this Deed apply to the Land Registry to have this Deed noted against their respective title interests as set out in the Recitals to this Deed.
- 8.3. Upon the full satisfaction of all the terms of this Deed the Owner may request that the District Council or the County Council (as appropriate) procure that all entries in the register of local land charges relating to it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.

9. NO FETTER ON DISCRETION OR WAIVER

- 9.1. Nothing contained or implied in this Deed shall prejudice or affect or operate so as to fetter the rights discretions powers duties remedies and obligations of the District 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.

- 9.2. No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10. WARRANTY AS TO TITLE

- 10.1. The Owner hereby warrants to the District Council and the County Council that no person other than the parties to this Deed has any legal interest in the Land save in respect of such parts of the Land as may be unregistered.

11. SEVERABILITY

- 11.1. If any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.
- 11.2. For the purposes of the Community Infrastructure Levy Regulations 2010 (the "Regulations"), the parties to this Deed hereby affirm that the obligations, covenants and undertakings contained in the Schedules to this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in regulation 122(2) of the Regulations.

12. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed (other than the District Council and the County Council) and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and the District Council and County Council without the consent of any such third party.

13. NOTIFICATION OF COMMENCEMENT/OCCUPATION

- 13.1. The Owner covenants with the District Council and (where indicated) the County Council that they will:
- 13.1.1. notify the District Council and the County Council in writing of the date of Commencement of the Development within five Working Days of it occurring; and
- 13.1.2. notify the District Council and the County Council in writing of the date of Occupation for the first time of any part of the Development within five Working Days of it occurring; and
- 13.1.3. notify the District Council and the County Council in writing of the date of Occupation for the first Open Market Unit within five Working Days of it occurring (should this require a different notification to that given pursuant to paragraph 13.1.2 above); and
- 13.1.4. notify the District Council and the County Council in writing of the date of Occupation for the first Affordable Rent Unit within five Working Days of it occurring (should this require a different notification to that given pursuant to paragraph 13.1.2 above); and
- 13.1.5. notify the District Council and the County Council in writing of the date of Occupation for the first time of 25% of the Open Market Units within five Working Days of it occurring; and
- 13.1.6. notify the District Council and the County Council in writing of the date of Occupation for the first time of 50% of the Dwellings within five Working Days of it occurring; and

- 13.1.7. notify the District Council and the County Council in writing of the date of Occupation for the first time of 50% of the Open Market Units within five Working Days of it occurring; and
- 13.1.8. notify the District Council and the County Council in writing of the date of Occupation for the first time of 100 Dwellings within five Working Days of it occurring; and
- 13.1.9. notify the District Council and the County Council in writing of the date of Occupation for the first time of 75% of the Dwellings within five Working Days of it occurring; and
- 13.1.10. notify the District Council and the County Council in writing of the date of Occupation for the first time of 75% of the Open Market Units within five Working Days of it occurring; and
- 13.1.11. notify the District Council and the County Council in writing of the date of Occupation for the first time of 80% of the Open Market Units within five Working Days of it occurring; and
- 13.1.12. notify the District Council and the County Council in writing of the date of Occupation for the first time of 95% of the Open Market Units within five Working Days of it occurring.

14. LEGAL COSTS

- 14.1. The Owner covenants with the District Council to pay to the District Council its reasonable and properly incurred fees in the negotiation, preparation and execution of this Deed.
- 14.2. The Owner covenants with the County Council to pay to the County Council its reasonable and properly incurred fees in the negotiation, preparation and execution of this Deed.

15. NOTICES

- 15.1. Any notices required to be served under this Deed shall be served by First Class prepaid post or (in the case of the District Council) by email in the following manner:
 - 15.1.1. on the District Council at the address shown above or by email to planning@arun.gov.uk marked "for the attention of the Head of Development Management" and bearing the reference "AL/107/21/PL";
 - 15.1.2. on the County Council at the address shown above and marked for the attention of the Monitoring and Records Team, Local Development Division for the time being of the County Council (and for the avoidance of doubt the County Council does not accept notice by email);
 - 15.1.3. on the Owner at the address as detailed above or as notified by the Owner in writing to the District Council and the County Council; and
 - 15.1.4. on the Adjoining Landowner at the address as detailed above or as notified by the Adjoining Landowner in writing to the District Council and the County Council.

16. INDEX LINKING

- 16.1. The Contributions which are to be paid under the terms of this Deed shall be Index Linked where they are expressed to be Index Linked.

17. PAYMENT OF THE CONTRIBUTIONS

- 17.1. The Owner shall pay the Contributions to the District Council or the County Council (as the case may be) by either:
 - 17.1.1. cheque made payable to the District Council or the County Council (as the case may be); or

17.1.2. by BACS or telegraphic transfer.

17.2. All payments shall state the Planning Permission reference number and the address to which this Deed relates.

17.3. Payment by cheque shall be sent to the District Council or the County Council (as the case may be) in accordance with the details set out in clause 17.2 identifying the obligation to which the payment relates.

18. INTEREST ON LATE PAYMENTS

18.1. Any amount due from the Owner under this Deed which is not paid on the due date shall be payable with Interest.

19. MORTGAGEE CLAUSE

19.1. Notwithstanding clause 3.2, no obligation in this Deed (save for the obligations set out in paragraph 5.1.4 of Schedule Two in relation to a Chargee) shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates.

20. NOTIFICATION OF SUCCESSORS IN TITLE

20.1. Save in the case of the disposal of an individual Dwelling, the Owner covenants to the District Council and the County Council that they will give immediate written notice to the District Council and the County Council of any change of ownership of the Land if at such time the obligations contained within this Deed have not fully 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.

21. DISPUTE RESOLUTION

21.1. Subject to clause 21.10 below, in the event of any dispute or difference arising between the parties hereto concerning any matter or thing arising out of this Deed the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative of appropriate seniority from each party in dispute within ten (10) Working Days of a request from one party to convene the meeting.

21.2. If the relevant parties are unable to resolve the dispute amicably pursuant to clause 21.1 following the meeting (or if sooner, the expiry of ten (10) Working Days following the request for a meeting) pursuant to clause 21.1 such dispute or difference shall be referred to an Expert to be appointed by agreement between the parties. In the event of a dispute arising in respect of the quantum of a sum which is payable under this Deed, the Expert must be one which is sufficiently qualified with suitable experience in the relevant industry to which the said quantum relates and is able to demonstrate the ability to critically assess cost schedules and to act as an independent cost consultant.

21.3. If an Expert is to be appointed and the parties to the dispute are unable to agree on the Expert to be appointed within twenty (20) Working Days of the request for a meeting referred to in clause 21.1:

21.3.1. any dispute as to the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior officer available of the Law Society who will have the power to determine the appropriate type of Expert (with regard to clause 21.2, if applicable);

21.3.2. any dispute over the identity of the Expert is to be referred at the request of either party to the President or other most senior officer available of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power

to determine and nominate the appropriate Expert with regard to 21.2 if applicable (and if no such organisation exists, the Expert shall be nominated by the President or next most senior officer available of the Law Society); and

21.3.3. if an Expert nominated or appointed pursuant to this clause 21 shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of clause 21.3.

21.4. The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment.

21.5. Notice in writing of the appointment of an Expert pursuant to this clause 21 shall be given by the Expert to the parties and he shall invite each of the parties to submit to him within ten (10) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material. For the avoidance of doubt the Expert must still reach his decision and communicate it to the parties within not more than twenty (20) Working Days from the date of his appointment.

21.6. The Expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in this clause 21 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own professional judgement.

21.7. The Expert shall give notice of his decision in writing and his decision will be final and binding on the parties hereto save in the case of fraud or manifest error.

21.8. If for any reason the Expert fails to make a decision and give notice thereof in accordance with this clause 21 the party or parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).

21.9. The Expert's costs shall be in the Expert's award or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.

21.10. Nothing in this clause 21 shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

22. SECTION 73 VARIATION

22.1. In the event that any new planning permission(s) are granted by the District Council pursuant to section 73 of the Act in relation to a variation to the conditions of the Planning Permission and unless otherwise agreed between the parties, with effect from the date that the new planning permission is granted pursuant to section 73 of the Act:

22.1.1. The obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Land granted pursuant to section 73 of the Act and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to section 106 of the Act unless the District Council in determining the application for the new planning permission indicates that consequential amendments are required to the original section 106 Agreement to reflect the impact of the section 73 application, when a separate deed under section 106 of the Act will be required to secured relevant planning obligations relating to the new planning permission;

22.1.2. The definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permission(s); and

22.1.3. This Deed shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Deed relate to and bind the Land in respect of which a new planning permission reference [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

ALWAYS PROVIDED THAT nothing in this clause shall fetter the discretion of the District Council in determining any application under Section 73 of the Act and requiring a new deed or supplemental deed pursuant to Section 106 of the Act if it considers that such is necessary.

23. VAT

23.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

24. JURISDICTION AND GOVERNING LAW

24.1. This Deed 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 and Wales.

25. DELIVERY

25.1. This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

SCHEDULE ONE

HIGHWAYS AND TRANSPORT

OBLIGATION

1. Estate Road Works Scheme

The Owner covenants with the County Council and the District Council as follows:

- 1.1. To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Estate Road Works;
- 1.2. Not to Commence the Development until an Estate Road Works Scheme has been submitted to and approved in writing by the County Council provided that where an Estate Road Works Scheme is submitted to the County Council which is not approved a revised Estate Road Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Estate Road Works Scheme is not approved, be submitted to the County Council for approval;
- 1.3. Once the County Council has approved an Estate Road Works Scheme (the "Approved Estate Road Works Scheme") to obtain all Requisite Consents including without limitation entering into an Estate Road Works Adoption Agreement with the County Council;
- 1.4. After all Requisite Consents have been obtained to carry out in full the Approved Estate Road Works Scheme and to complete the Estate Road Works to Adoptable Standards and to the satisfaction of the County Council;
- 1.5. Not to Occupy more than 100 Dwellings until the Estate Road Works have been completed to the satisfaction of the County Council and in accordance with paragraph 1.7 and any Estate Road Works Adoption Agreement that has been entered into in respect of such works;
- 1.6. Following completion of the Estate Road Works (or any part) to maintain the relevant Estate Road Works to Adoptable Standards until such time as they are adopted by the County Council as highway maintainable at the public expense (and to use all reasonable endeavours to procure such adoption); and to keep all the relevant internal roads, cycleways, footways and other means of access open and accessible to the public at all times;
- 1.7. To procure that upon practical completion of the Estate Road Works such works are completed up to the boundary with the Northern Land in the location marked with an "X" on Plan 10 to ensure that the Adjoining Landowner can connect the Northern Land to the Estate Road Works without the Owner seeking to exercise any ransom in respect of the same, PROVIDED THAT:
 - 1.7.1. this obligation shall be subject to the Adjoining Landowner facilitating at nil cost the Owner's access to such parts of the Northern Land as may be reasonably required to enable completion of the Estate Road Works up to the boundary; and
 - 1.7.2. in the event that the Owner is unable to secure such access to the Northern Land it shall construct the Estate Road Works as close as reasonably practicable to the boundary and shall thereafter permit the Adjoining Landowner (on such reasonable terms as shall be agreed between the Owner and the Adjoining Landowner and in any event without the Owner seeking any ransom payment from the Adjoining Landowner) to carry out such works on the Land as may be agreed to complete the Estate Road Works up to the boundary with the Northern Land.

2. E-W Link

2.1. The parties acknowledge that the Owner has entered into the Collaboration Agreement with the Adjoining Landowner which provides for the E-W Link Works and the construction of the E-W Link by the Adjoining Landowner.

2.2. The Owner covenants with the County Council and the District Council that it shall:

2.2.1. submit the Safeguarded Land Specification to the County Council and the District Council prior to Commencement of Development and shall not Occupy any of the Dwellings until the Safeguarded Land Specification has been approved by the District Council;

2.2.2. following approval of the Safeguarded Land Specification provide and retain the Safeguarded Land in accordance with the Safeguard Land Specification approved pursuant to paragraph 2.2.1 of this Schedule for the lifetime of the Development until such time as the E-W Link Works have been completed;

2.2.3. from the carrying out of a material operation (as defined in section 56(4) of the Act) pursuant to the Planning Permission, ensure that the Safeguarded Land will be safeguarded so as not to allow any building or structure to be erected on the Safeguarded Land or the carrying out any other works which would impede its future use as part of the E-W Link PROVIDED THAT this obligation shall cease on the earlier of Completion of the E-W Link Works and the Adjoining Land Satisfaction Date; and

2.2.4. from the carrying out of a material operation (as defined in section 56(4) of the Act) pursuant to the Planning Permission, grant officers and agents of the County Council, District Council or the Adjoining Landowner (and/or any person nominated by the County Council, District Council or Adjoining Landowner) such reasonable access to the Safeguarded Land (at reasonable times and on reasonable notice) as may be required in connection with undertaking surveys and other activity necessary for the purposes of developing the design of the E-W Link and applications to secure planning permission for the same;

PROVIDED THAT nothing in this paragraph shall prevent the Safeguarded Land from being used for or in connection with the construction of the E-W Link Works and the Owner shall not impede any such works or use.

2.3. The Owner covenants with the County Council and the District Council that it shall:

2.3.1. pay the E-W Link Contribution to the District Council within 15 Working Days of Occupation for the first time 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and shall not Occupy any greater number than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until such time as the E-W Link Contribution has been paid to the District Council;

2.3.2. agree terms and grant any Requisite Consents and such other approvals to the County Council, the District Council and/or the Adjoining Landowner (as required by any such person and at nil consideration) in connection with the carrying out of the E-W Link Works on the Safeguarded Land, the carrying out of maintenance and management works to the completed E-W Link on the Safeguarded Land, and the adoption of the E-W Link Works pursuant to section 38 Highways Act 1980 as highway maintainable at the public expense; and

2.3.3. provide the Adjoining Landowner, District Council and/or County Council with such reasonable assistance and cooperation as may be reasonably required in connection with the carrying out, management and maintenance of the E-W Link Works or the adoption pursuant to section 38 of the Highways Act 1980 as highway maintainable at the public expense.

2.4. The Adjoining Landowner covenants with the County Council and the District Council that:

2.4.1. any application for planning permission submitted by the Adjoining Landowner before the Adjoining Land Satisfaction Date for the Adjoining Land Development shall include the E-W Link Works (securing the construction of the E-W Link) unless the District Council agrees otherwise in writing;

2.4.2. it will not before the Adjoining Land Satisfaction Date AL Dispose (other than an AL Exempt Disposal) the Adjoining Land to any party unless and until the party acquiring such land (including any mortgagee in the case of a mortgage which is not an AL Exempt Disposal) has delivered to the District Council and County Council a Deed of Covenant duly executed by that party and the County Council and District Council hereby agree and declare that the Adjoining Landowner shall from the date of completion of the relevant AL Disposal be released from the Adjoining Landowner's obligations under this Agreement so far as they relate to the Adjoining Land being AL Disposed;

2.4.3. it shall as soon as reasonably practicable (and in any event no later than 20 Working Days) following completion of this Deed apply to register a restriction with the HM Land Registry on title number WSX309592 confirming that no AL Disposal (other than an AL Exempt Disposal) of that part of the registered estate which comprises the Adjoining Land shall take place without first complying with paragraph 2.4.2 of this Schedule One (such compliance to be evidenced by a certificate signed by a conveyancer that the requirements of paragraph 2.4.2 of Schedule One of this Deed have been complied with or that they do not apply to the AL Disposal in question);

2.4.4. it shall provide a copy of the application to HM Land Registry to register the restriction (in paragraph 2.4.3 of this Schedule) to the District Council and the County Council within 10 Working Days of the application;

2.4.5. it shall provide also the updated title register to the District Council and County Council within 10 Working Days of registration of the restriction (referred to in paragraph 2.4.3 of this Schedule);

2.4.6. if at any time any new title is created in respect of the Adjoining Land (save for in relation to AL Exempt Disposals), it shall ensure that a restriction (as described in paragraph 2.4.3 of Schedule One) is registered on the new or replaced title and in such circumstance the provisions of paragraphs 2.4.4 and 2.4.5 shall apply to such registration of the restriction under this paragraph 2.4.6; and

2.4.7. it will not apply to the HM Land Registry to cancel/remove/withdraw the restriction on title referred to in paragraph 2.4.3 and 2.4.6 (as applicable) of this Schedule, unless and until either:

2.4.7.1. the written consent of both the District Council and the County Council to such application to remove the restriction has been provided; or

2.4.7.2. the Adjoining Land Satisfaction Date (as defined at clause 5.3 of this Deed) has occurred; or

2.4.7.3. this Deed has lapsed under clause 7.2

and FOR THE AVOIDANCE OF DOUBT there is no intention that any restriction shall be registered against a new title created as a result of an AL Exempt Disposal.

2.5. The Owner shall use all reasonable endeavours to enter into the E-W Link Adoption Agreement (insofar as necessary for delivery of the E-W Link Works particularly in respect of the works to be undertaken on and the dedication of the Safeguarded Land) promptly following receipt of a request from either the Adjoining Landowner or the County Council.

2.6. In the event the E-W Link Adoption Agreement has not been entered into with the County Council for the adoption of the E-W Link Works as highway maintainable at the public expense upon Completion of the E-W Link Works by the Adjoining Landowner, the Owner shall:

2.6.1. work with the Adjoining Landowner in order to prepare an E-W Link Management Strategy for submission to the District Council for approval as soon as reasonably practicable; and

- 2.6.2. maintain and manage the completed E-W Link in accordance with the E-W Link Management Strategy approved pursuant to paragraph 2.6.1 of this Schedule at its own expense from the date the E-W Link Works have been Completed until such time as the completed E-W Link Works are adopted by the County Council as highway maintainable at the public expense and shall upon reasonable request from the District Council or County Council provide evidence demonstrating ongoing compliance with the E-W Link Management Strategy.
- 2.7. The Adjoining Landowner may serve on the Owner an E-W Link Transfer Notice if the Adjoining Owner has obtained planning permission for the Adjoining Land Development and commenced development pursuant to that planning permission.
- 2.8. If the Adjoining Landowner serves on the Owner an E-W Link Transfer Notice the Owner covenants:
 - 2.8.1. to use reasonable endeavours to agree the form of transfer with the Adjoining Landowner as soon as reasonably practicable thereafter, such transfer to be in accordance with the E-W Link Transfer Terms; and
 - 2.8.2. to transfer the E-W Link (or that part of the E-W Link in which the Owner has a legal interest) and such part of the Safeguarded Land on which the E-W Works are to be constructed to the Adjoining Landowner within 30 Working Days of the date of the form of transfer being agreed pursuant to paragraph 2.8.1.
- 2.9. The Owner covenants with the District Council that it shall from Completion of the E-W Link Works by the Adjoining Landowner ensure that free, reasonable and convenient access is made available over the Safeguarded Land and any parts of the Estate Road Works as are completed or via such other permanent or temporary access route across the Land as may be agreed in writing with the District Council from time to time to the E-W Link to the public for all non-motorised users (including but not limited to access by foot, bicycle and wheelchair but excluding horse riders) at all times for the purpose of passing across the E-W Link.
- 2.10. If the District Council conclusively establishes that the E-W Link is no longer required to be provided, the District Council shall notify the Owner and Adjoining Landowner as soon as reasonably practicable thereafter and following such notice:
 - 2.10.1. paragraphs 2.2 to 2.9 above shall cease to apply;
 - 2.10.2. the Safeguarded Land shall be released from the obligations in paragraph 2.2; and
 - 2.10.3. the District Council shall return to the payer as soon as reasonably practicable any unspent sums of the E-W Link Contribution paid pursuant to paragraph 2.3.

3. Strategic Highway Works

- 3.1. The Owner covenants with the District Council and the County Council:
 - 3.1.1. from the Commencement Date, to use all reasonable endeavours to enter into the Strategic Highways Agreement;
 - 3.1.2. not to Occupy nor permit Occupation of any of the Dwellings until they have entered into the Strategic Highways Agreement; and
 - 3.1.3. (notwithstanding the terms of any Strategic Highways Agreement) not to Occupy nor permit Occupation of for the first time more than 90 Dwellings until 100% of the Strategic Highways Contributions secured under the Strategic Highways Agreement has been paid.
- 3.2. Notwithstanding the Owner complying with its covenant in paragraph 3.1.1 of this Schedule, if the Owner remains unable to procure entry into the Strategic Highways Agreement by the relevant highway authority within six months of Commencement then the Owner may request, in writing, from the District Council a release from the requirements and restrictions set out in

paragraph 3.1 of this Schedule One and as part of such a request must provide all reasonable documentary evidence to demonstrate compliance with paragraph 3.1.1 of this Schedule One.

- 3.3. Within 30 Working Days of receipt of a request and all reasonable documentary evidence by the Owner in accordance with paragraph 3.2 of this Schedule One and provided that the District Council acting reasonably (in consultation with the County Council) is satisfied that the Owner has complied with the covenant in paragraph 3.1.1 of this Schedule One, then the District Council will issue notice to the Owner to confirm an in principle agreement to waive all the requirements and restrictions in paragraph 3.1 of this Schedule One but setting out such waiver is SUBJECT ALWAYS TO the payment to the District Council of the Strategic Highways Contributions (the "In Principle Agreement") (for the avoidance of doubt, the In Principle Agreement has no legal effect).
- 3.4. Following issue of the In Principle Agreement by the District Council in accordance with paragraph 3.3 of this Schedule One and receipt by the District Council of the Strategic Highways Contributions, the District Council will issue written notice to the Owner to confirm that all requirements and restrictions in paragraph 3.1 of this Schedule are irrevocably waived and the Owner is free of the requirements and restrictions set out under that paragraph 3.1 from the date specified on the notice (the "Confirmatory Waiver"). Until such time as the Confirmatory Waiver has been issued by the District Council, the requirements and restrictions in paragraph 3.1 of this Schedule shall have full force and effect (including for the avoidance of doubt the restriction on Occupation in paragraph 3.1.3).

4. Highway Works

The Owner covenants with the District Council and the County Council:

- 4.1 To undertake a Stage 1 Safety Audit, Stage 2 Safety Audit, and Stage 3 Safety Audit in respect of the Highway Works with the Stage 1 Safety Audit relating only to the A29/B2233 War Memorial Interim Roundabout Junction Improvement;
- 4.2 Not to Commence the Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council;
- 4.3 Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain all Requisite Consents including without limitation entering into a Highway Works Agreement with the County Council PROVIDED THAT it is agreed between the parties that the A29/B2233 War Memorial Roundabout Interim Junction Improvement shall only be required in the event that the works to deliver the phase 1 A29 Realignment (as shown indicatively on Plan 8) have not been implemented prior to Occupation of the Development;
- 4.4 Not to Commence the Development unless and until a Highway Works Agreement has been entered into with the County Council;
- 4.5 After all Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme (subject to the proviso in paragraph 4.3 of this Schedule One) and to complete the Highway Works to the satisfaction of the County Council; and
- 4.6 Not without the consent of the County Council to allow Occupation of the Development until such Highway Works (subject to the proviso in paragraph 4.3 of this Schedule One) have been completed to the satisfaction of the County Council in accordance with the terms of the Highway Works Agreement.

5. Other Connections

- 5.1 The Owner shall not fence or gate off or allow any building or structure to be erected on the Connections Land or carry out any other works or take any action which would impede the Connections Land from being connected for the purposes of public access from another access on a neighbouring site.

Appendix 1 Schedule One

Deed of Covenant

THIS DEED is made the day of 20[●]

BY

(1) [●] of [●] (the "Adjoining Owner")

(2) [●] of [●] (the "Disponee")

TO

(3) ARUN DISTRICT COUNCIL of The Civic Centre, Maitravers Road, Littlehampton, BN17 5LF
(the "District Council")

(4) WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, PO19 1RQ (the
"County Council")

WHEREAS

(A) By a section 106 agreement dated [] 2023 and made between Clifford Sidney Webb (1) the District Council (2) the County Council (3) and CC Projects (4) (the "Agreement") CC Projects entered into with the District Council and the County Council the obligations contained in Clause 5.2 and Paragraph 2.4 of Schedule One of the Agreement (the "Obligations")

(B) The Disponee is [purchasing] [leasing] (the "Disposition") land at Barnham West Sussex as is shown edged [] on the plan annexed hereto and registered under Title Number[s] [] (the "Property") and has agreed to covenant with the District Council and the County Council to observe and perform the Obligations so far as they relate to the Property

NOW THIS DEED WITNESSES as follows:

1. The Disponee hereby covenants with the District Council and the County Council to observe and perform the Obligations so far as they relate to the Property from the date of the Disposition
2. The Disponee hereby requests and directs the Chief Land Registrar to retain the restriction noted in the registers of the title to the Property in the form set out at Paragraph 2.4.3 of Schedule One of the Agreement and to impose a restriction in the same form (or substantially the same form) on the registers of title of any new title arising out of the Disposition and the Disponee hereby covenants to procure that such restriction is properly imposed and to provide the District Council and the County Council with copies of the registered title to the Disponee's interest in the Property as soon as possible

IN WITNESS whereof the Disponee has executed this instrument as a Deed on the date first before written

[EXECUTION CLAUSE FOR DISPONEE]

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

OBLIGATIONS

The Owner covenants with the District Council as follows:

1. Delivery of Affordable Housing

- 1.1. Not to Commence the Development until such time as an Affordable Housing Plan has been submitted to and approved in writing by the Council.
- 1.2. Not to Occupy nor permit the Occupation of more than 50% of the Open Market Units until:
 - 1.2.1 at least 27 Affordable Housing Units and First Homes have been constructed and are ready for Occupation in accordance with the unit mix set out in the Accommodation Schedule and in the tenure and locations shown on the Affordable Housing Plan; and
 - 1.2.2 the unencumbered freehold of the Affordable Housing Land upon which the Affordable Housing Units referred to in paragraph 1.2.1 are constructed has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation;
- 1.3. Not to Occupy nor permit the Occupation of more than 80% of the Open Market Units until:
 - 1.3.1 all 53 Affordable Housing Units and First Homes have been constructed and are ready for Occupation in accordance with the unit mix set out in the Accommodation Schedule and in the tenure and locations shown on the Affordable Housing Plan; and
 - 1.3.2 the unencumbered freehold of the Affordable Housing Land upon which the Affordable Housing Units referred to in paragraph 1.2.1 of this Schedule Two are constructed has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation; and
- 1.4. Each transfer to the HARP pursuant to paragraph 1.2.2 and 1.3.2 of this Schedule Two shall include:
 - 1.4.1 a grant of full and free rights of access both pedestrian and vehicular from the public highway or roads intended to become public highway to the Affordable Housing Units;
 - 1.4.2 a grant of full and free rights to the passage of Services through Service Media on the Development up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains; and
 - 1.4.3 as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units.

2. General

- 2.1. Not to use, Occupy or permit the Occupation of the Affordable Housing Units for any purpose other than as Affordable Housing; and
- 2.2. To provide the Affordable Housing Units in accordance with the unit mix set out in the Accommodation Schedule and in the tenure and locations shown on the Affordable Housing Plan (as approved pursuant to paragraph 1.1 above).

3. Shared Ownership Units

- 3.1. Not to use, Occupy or otherwise permit the Occupation of the Shared Ownership Units for any purpose other than as Shared Ownership Units and to be Occupied by a Shared Ownership Occupier;
- 3.2. The Shared Ownership Units shall be disposed of subject only to a Shared Ownership Lease;
- 3.3. The Shared Ownership Units shall be provided for and affordable to Shared Ownership Occupiers taking into account all mortgage costs, rent and Service Charge relating to such Shared Ownership Units; and
- 3.4. The initial premium to be paid under a Shared Ownership Lease shall be no more than 50% of the Open Market Value of the particular Affordable Housing Unit PROVIDED THAT if the Owner can demonstrate to the satisfaction of the District Council (acting reasonably) that such a cap overly restricts the ability of the Owner to find Shared Ownership Occupiers, the Owner and the District Council (acting reasonably) can agree to a higher initial premium.

4. Affordable Rent Units

- 4.1. Not to use, Occupy or otherwise permit the Occupation of the Affordable Rent Units for any purpose other than as Affordable Rent Units;
- 4.2. Not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
 - 4.2.1 at an Affordable Rent in respect of each Affordable Rent Unit;
 - 4.2.2 to an Affordable Rent Occupier;
 - 4.2.3 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent;
- 4.3. To procure entry into a Nominations Agreement between the HARP and the District Council prior to Occupation of the Affordable Rent Units and not to Occupy or permit Occupation of any Affordable Rent Unit until a Nominations Agreement has been entered into with the District Council; and
- 4.4. Not to dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement.

5. Release of affordable housing provisions

- 5.1. The restrictions set out in this Schedule Two shall not apply to the following:
 - 5.1.1 any Protected Tenant or any successor in title to a Protected Tenant;
 - 5.1.2 any mortgagee or chargee of a Protected Tenant (or a successor in title to a Protected Tenant) or other party who has provided loan facilities to the Protected Tenant or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise;

5.1.3 any purchaser from any of the parties named in paragraphs 5.1.1 and 5.1.2 above of an individual Affordable Housing Unit;

5.1.4 a Chargee who seeks to dispose of the whole or any part of the Affordable Housing Units where there has been a bona fide default by the HARP of the terms of such mortgage or financial charge PROVIDED THAT the Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 2 (two) months' prior written notice to the District Council of its intention to dispose; and

5.1.4.1. in the event that the District Council responds within six (6) weeks from receipt of the notice referred to above indicating that arrangement for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;

5.1.4.2. if the District Council does not serve its response to the notice referred to above within six (6) weeks of receipt of the said notice then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from the time of completion of the disposal permanently cease to apply;

5.1.4.3. if the District Council cannot within 2 (two) months of the date of service of its response under paragraph 5.1.4.1 above complete such a transfer (which, for the purpose of this paragraph, shall mean completion of the transfer document and not registration at the Land Registry) then provided that the Chargee shall have complied with its obligations under this paragraph 5.1.4 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from the time of completion of the disposal permanently cease to apply;

PROVIDED THAT nothing in this paragraph 5.1.4 shall require the Chargee to transfer the Affordable Housing Units for less than all sums due to the Chargee pursuant to the terms of its charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

6. First Homes

6.1. Thirteen (13) of the Dwellings on the Land shall be identified (on the Affordable Housing Plan approved pursuant to paragraph 1.1 above) reserved and set aside as First Homes and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule Two.

6.2. The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

6.2.1 the Eligibility Criteria (National); and

6.2.2 the Eligibility Criteria (Local) (if any).

6.3. If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Completion of the relevant First Home) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.2.2 shall cease to apply.

6.4. Subject to paragraphs 6.7 to 6.11 of this Schedule Two, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

6.5. No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

6.5.1 The District Council has been provided with evidence that:

6.5.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.3 above applies meets the Eligibility Criteria (Local) (if any);

6.5.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

6.5.1.3 the transfer of the First Home includes:

a) a definition of the "District Council" which shall be Arun District Council;

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clauses 6.2 to 6.10 of the Section 106 Agreement a copy of which is attached hereto as the Annexure."

c) a definition of "Section 106 Agreement" which shall be this Deed;

d) a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions;

e) a copy of the First Homes Provisions in an Annexure.

6.5.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.4 and 6.5.1 of this Schedule Two have been met.

6.6. On the first Disposal of each and every First Home the owner shall be required to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) 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 [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6.7. The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:

- 6.7.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.2 and 6.3 above (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.4 and 6.5.1 above; or
 - 6.7.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.7.1 above before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.
- 6.8. Upon receipt of an application served in accordance with paragraph 6.7 of this Schedule Two the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.
- 6.9. If the District Council is satisfied that either of the grounds in paragraph 6.7 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.7 that the relevant Dwelling may be Disposed of:
 - 6.9.1 to the District Council at the Discount Market Price; or
 - 6.9.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Homeand on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.11 of this Schedule Two which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home
- 6.10. If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.7 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.7 above serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the District Council in accordance with paragraph 6.7 above following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
- 6.11. Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 6.8 or 6.9 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 6.12. Upon receipt of the Additional First Homes Contribution the District Council shall:
 - 6.12.1 provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.6 of this Schedule Two where such restriction has previously been registered against the relevant title; and
 - 6.12.2 apply all monies received towards the provision of Affordable Housing.

6.13. Any person who purchases a First Home free of the restrictions in Schedule Two of this Deed pursuant to the provisions in paragraphs 6.9 and 6.10 above shall not be liable to pay the Additional First Homes Contribution to the District Council.

6.14. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 6.14.1 –6.14.2 below:

6.14.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years;

6.14.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person;

6.14.3 A letting or sub-letting permitted pursuant to paragraph 6.14.1 or 6.14.2 above must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7. Applicability of First Homes provisions

7.1. Paragraphs 1 to 5 of this Schedule Two shall not apply to a First Homes Owner;

7.2. Paragraph 6 of this Schedule Two otherwise applies to a First Homes Owner apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and

7.3. The obligations in paragraph 6 of this Schedule Two in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or receiver PROVIDED THAT:

7.3.1 such Mortgagee or receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and

7.3.2 once notice of intention to Dispose of the relevant First Home has been given by the mortgagee or receiver to the District Council the mortgagee or receiver shall be free to sell that First Home at its full Open Market Value and subject only to paragraph 7.3.3 below;

7.3.3 following the Disposal of the relevant First Home the mortgagee or receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution;

7.3.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:

a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.6 of this Schedule Two; and

b) apply all such monies received towards the provision of Affordable Housing.

8. Alternative Delivery

8.1. In the event that the Owner is not able to deliver the First Homes, the Owner shall submit to the Council detailed written justification explaining why including all relevant correspondence.

8.2. Subject to the Council being satisfied with the information submitted to paragraph 8.1 above and having confirmed as such in writing, the First Homes may be delivered instead as Shared Ownership Units in accordance with the provisions of this Schedule or such other Affordable Housing tenure as may be agreed in writing by the Council.

8.3. In the event that that the Council confirms that the First Homes may be delivered as a Shared Ownership Housing Units (or such other Affordable Housing tenure agreed in writing by the Council) in accordance with paragraph 8.2 then paragraphs 6 and 7 of this Schedule shall cease to apply (in relation to the Dwellings that will no longer be delivered as First Homes only) and all references to First Homes in the remaining paragraphs of this Schedule shall be construed as a reference to Affordable Housing Units and the relevant increased quantum of Shared Ownership Units (or other agreed tenure) shall also be construed and interpreted accordingly in all relevant definitions and provisions.

8.4. In the event that the Council is not satisfied with the information / justification submitted pursuant to paragraph 8.1 above then provisions of this Schedule shall continue to apply in full.

Appendix 1 Schedule Two

District Council's List of Approved Providers

Provider

- a) Clarion Housing Group
- b) The Guinness Partnership
- c) The Hyde Group
- d) Worthing Homes
- e) Stonewater
- f) Saxon Weald
- g) Hastoe Housing Association
- h) Aster Group
- i) Arun District Council

Appendix 2 Schedule TwoDistrict Council's Precedent Nominations Agreement

THIS AGREEMENT OF NOMINATION RIGHTS is made on
BETWEEN

20[]

- (1) [·] of [·] (the "HARP"); and
(2) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN15 7LF (the "Council")

1. DEFINITIONS

In this Agreement :

"Initial Let" means the first tenancy of such newly constructed and previously unoccupied Rented Unit.

"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 Rented Unit.

"Nomination List" means the list to be supplied by the Council pursuant to clauses 3.3 and 3.9 (as may be updated from time to time in accordance with clause 3.15).

"Property" means the land as shown edged red on the attached plan.

"Registered Provider" means any company or organisation whose aim or function includes the provision and management of affordable housing and which is registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision).

"Rented Units" means the [xx] residential units in the form of houses shown indicatively shaded [xx] on the attached plan.

"Subsequent Nominee" means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.9.

"Tenancy Agreement" means an assured Tenancy Agreement in a form prepared by the HARP and containing terms which accord with the form of Tenancy Agreement being used by the HARP from time to time for its general lettings.

"Vacancy Notice" means a written notice given by the HARP to the Council (in a form to be agreed between the HARP and the Council within five weeks from the date of this Agreement) the function of such notice being the notification to the Council by the HARP that the construction and fitting out of the Rented Unit is completed.

"Void" means a 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 the HARP;
- (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

"Void Notice" means a written notice given by the HARP to the Council (in a form to be agreed between the HARP 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 Void.

2. ENABLING PROVISIONS

This Agreement is made pursuant to s111 of the Local Government Act 1972 s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

3. PROCEDURE

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

Initial Lets

- 3.1 The HARP shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.
- 3.2 The HARP shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.
- 3.3 The Council shall within 15 working days of receipt of a Vacancy Notice serve upon the HARP the Nomination List setting out a list of Nominees.
 - 3.3.1 The Nomination List to be served by the Council under clause 3.3 shall indicate the priority for the housing of the Nominees.
- 3.4 The HARP shall have the right to let the Initial Let in respect of the 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 3.3 within the period of 15 working days of receipt of the Vacancy Notice.
- 3.5 The HARP shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.6 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the HARP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the HARP's offer and the HARP shall select another Nominee whereupon the procedure set out in clause 3.5 and this clause shall be repeated.
- 3.7 In the event of the second selected Nominee failing to accept the HARP's offer of a Tenancy Agreement within the time prescribed by clause 3.6 then the HARP shall make an offer to a third Nominee and the procedure set out in clauses 3.5 and 3.6 shall apply but in the event of such third selected Nominee failing to accept the HARP's offer of a Tenancy Agreement within the prescribed time limits the HARP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.8 The HARP's obligations under clauses 3.1 to 3.7 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.5 to 3.7.

Voids

- 3.9 Should a Rented Unit become a Void after the Initial Let or the HARP has reasonable cause to believe it will become a Void then and in each case:
 - 3.9.1 the HARP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
 - 3.9.2 within 15 working days of receipt of the said notice the Council shall serve upon the HARP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 1.

- 3.10 The HARP shall have the right to let the relevant vacant 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 3.9 within 10 working days of receipt of the Void Notice.
- 3.11 Upon receipt of the Nomination List referred to in clause 3.9 the HARP shall follow the procedure mutatis mutandis set out in clauses 3.5 to 3.7.
- 3.12 The HARP shall not be obliged to follow the procedure set out in clauses 3.9 to 3.11 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

- 3.13 The HARP shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
 - 3.13.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
 - 3.13.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
 - 3.13.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
 - 3.13.4 a person accepting an offer of a tenancy from the HARP;
 - 3.13.5 the HARP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.19.
- 3.14 In the event of a notice being served pursuant to clause 3.13 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.15 Within 10 working days of the Council receiving notice served in accordance with clause 3.13 above save for notice under 3.13.4 the Council shall serve upon the HARP the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 1.
- 3.16 If the Council shall within the period mentioned in clause 3.15 notify the HARP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the HARP of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.17 The HARP shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.
- 3.18 On 1 April, 1 July, 1 October and 1 January in each year the HARP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the HARP and the Council.
- 3.19 The HARP shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the HARP the grant of a Tenancy Agreement to such Nominee would be in contravention of the HARP's registered rules or its letting criteria.

- 3.20 The Council shall immediately notify the HARP in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.21 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 up.
- 3.22 The Council and the HARP 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.

4 NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting.

5 TRANSFERS TO OTHER REGISTERED PROVIDERS

The HARP shall ensure that any Registered Provider to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Regulator of Social Housing (or any successor organisation) under its statutory powers shall enter into a similar Agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

The provisions of this Agreement shall not apply to any mortgagee in possession or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.

7 DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of Agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8 COSTS

The HARP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Agreement.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

- 9.1 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers;
and
- 9.2 the obligations contained in this Agreement are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning of it.

Appendix 3 Schedule Two

Compliance Certificate

Date:	
To:	Buyer's conveyancer]
	Builder's/Seller's conveyancer]
	Buyer's mortgage advisor]
	First Home Buyer(s)]
First Homes Buyer(s) name(s) (the proposed First Homes Owner(s)):	
First Home property to be purchased:	plot number & site name/address]
Copied to:	First Homes Buyer(s) current address before purchase] First Homes house builder]

The proposed First Homes Buyer(s) First Homes application has been approved by Arun District Council pursuant to the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land at the Woodgate Centre, Chichester and made between: (1) Arun District Council; and (2) Clifford Sidney Webb; and (3) West Sussex County Council; and (4) CC Projects and this Compliance Certificate issued to the proposed First Homes Buyer(s) and their conveyancer by Arun District Council as follows:

First Homes Buyer(s) name(s) (the proposed First Homes Owner(s))	Full Names]
[Builder] [Current First Homes Owner]	Builder/Seller]
First Home property to be purchased:	plot number & site name/address]
First Home forecast purchase legal completion date:	
Market value (100% of value)	£]
First Homes discount %	xx]
First Homes Purchase Price (price to be paid by the proposed First Homes Buyer(s) applying the First Homes discount to the Market value)	£]
Proposed date of exchange of contracts	
Proposed date of completion	

This COMPLIANCE CERTIFICATE is issued by Arun District Council and confirms that a Residential Unit is being disposed of to the First Home Buyer(s) specified in this Compliance Certificate who meet the:

- a. Eligibility Criteria (National)
 - i First Time Buyer;
 - ii Having annual Household income no more than the Income Cap (National) per annum; and if applicable
- b. the Eligibility Criteria (Local)
 - i insert Local eligibility Criteria]
 - ii]

As set out in full in the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land at the Woodgate Centre, Chichester and made between: (1) Arun District Council; and (2) Clifford Sidney Webb; and (3) West Sussex County Council; and (4) CC Projects and this Compliance Certificate issued to the proposed First Homes Buyer(s) and their conveyancer by Arun District Council (as supplemented / amended) ("Planning Obligations").

The First Homes Buyer(s) (the new First Homes Owner) has provided all the necessary First Homes confirmations and declarations of eligibility required by Arun District Council and the First Homes

Buyer(s) solicitor has confirmed that the transfer to the First Home Buyer(s) will comply with the requirements in paragraph 6 of Schedule Two of the Planning Obligations in relation to the Property.

Yours sincerely

Name:	
Signed:	
For and on behalf of	Council
Dated:	

SCHEDULE THREE

PUBLIC OPEN SPACE

The Owner covenants with the District Council as follows:

1. PUBLIC OPEN SPACE

- 1.1. Not to Commence Development unless the POS Scheme of Works has been submitted to and approved in writing by the District Council;
- 1.2. Not to Occupy nor permit the Occupation of more than 50% of the Dwellings (rounded to the nearest whole Dwelling) unless the POS has been Completed in accordance with the approved POS Scheme of Works;
- 1.3. Not to Occupy nor permit the Occupation of more than 50% of the Dwellings (rounded to the nearest whole Dwelling) unless the Management Strategy for the POS Management Strategy has been submitted to and approved in writing by the District Council;
- 1.4. Within 10 Working Days of Completion of the POS to serve on the District Council a Completion Notice, and to allow the District Council access to the Land in order to inspect the POS;
- 1.5. Not to Occupy nor permit the Occupation of more than 75% of the Dwellings (rounded to the nearest whole Dwelling) unless a Final Completion Notice has been issued in relation to the POS;
- 1.6. If the District Council serves on the Owner a POS Transfer Notice on or before the date which is 2 months following the date of the Final Completion Notice for the POS and/or the Linear Park POS then the Owner covenants:
 - (a) to use reasonable endeavours to agree the form of transfer with the District Council as soon as reasonably practicable in accordance with the POS Transfer Terms;
 - (b) to transfer the POS (including for the avoidance of doubt that part of the Linear Park POS comprised within the Land) or part thereof as specified by the District Council to the District Council (or any person nominated by the District Council include the owner and/or management company for the Linear Park POS) on the POS Transfer Terms as far as reasonably practicable prior to Occupation of more than 75% of the Dwellings (rounded to the nearest whole Dwelling); and
 - (c) to pay the POS Maintenance Contribution in relation to the POS (including for the avoidance of doubt that part of the Linear Park POS comprised within the Land) or part thereof as specified by the District Council to the District Council on or prior to the date of the transfer under paragraph (b) above,

and the first date on which both (b) and (c) above have been carried out shall be construed as the "POS Transfer Date";
- 1.7. Subject to paragraph 1.8 below, to implement and operate the approved POS Management Strategy for the POS from the date the POS has been Completed for the life of the Development, and to provide to the District Council upon their reasonable request evidence demonstrating such implementation and operation;
- 1.8. The obligation in paragraph 1.7 above shall cease to apply insofar as it relates to the POS only from the POS Transfer Date; and

- 1.9. Notwithstanding the obligations and requirements set out in this paragraph 1, it is acknowledged by both the District Council and the Owner that the provisions set out in this paragraph 1 do not fetter (but for the avoidance of any doubt do not oblige either) the ability of those parties to agree and effect a transfer of the POS at any time beyond the proposed framework set out in this paragraph 1 and should such a transfer be agreed and effected, the obligation in paragraph 1.7 above shall cease to apply insofar as it relates to the POS from the date of that transfer.

2. STEP-IN RIGHTS

- 2.1. If from time to time the District Council is not reasonably satisfied that the Owner is properly discharging their obligations set out in the POS Management Strategy approved pursuant to paragraph 1 above then the District Council may serve on the Owner a notice specifying a reasonable period within which the Owner must take steps to comply with the relevant approved POS Management Strategy.
- 2.2. If, following service of a notice under paragraph 2.1 above, the District Council reasonably considers that the Owner has not taken all of the steps specified in the notice within the period specified in the notice, then the District Council may enter onto the Land to carry out any work that the District Council sees fit to ensure the POS is sufficiently and reasonably maintained to an acceptable standard.
- 2.3. The District Council, following the carrying out of any work under paragraph 2.2 above, shall be entitled to recover the cost of such steps from the Owner as a simple debt.
- 2.4. The exercise of any step-in rights by the District Council under this paragraph 2 does not absolve the Owner from the obligation to comply with paragraph 1.7 above and the District Council may, at its absolute discretion, institute the steps under paragraphs 2.1 to 2.3 above inclusive on more than one occasion if that is so required.

3. PLAY AREAS

3.1. Delivery of Play Areas

- (a) To submit a Play Areas Scheme of Works prior to Commencement of Development and not to Commence Development until that Play Areas Scheme of Works has been approved in writing by the District Council; and
- (b) Not to Occupy nor permit the Occupation of more than 75% of the Dwellings (rounded to nearest whole Dwelling) unless the Play Areas (as shown on the approved Play Areas Scheme of Works) have been Completed in accordance with the approved Play Areas Scheme of Works and made available for use by the public.

3.2. Management of the Play Areas

- (a) Not to Occupy nor permit the Occupation of the first Dwelling until the Play Areas Management Strategy for the Play Areas has been submitted to and approved in writing by the District Council;
- (b) To implement and operate the approved Play Areas Management Strategy for the from the date the Play Areas have been Completed for the lifetime of the Development;
- (c) The Owners may close the Play Areas for any:
- (i) maintenance and/or repair works to be undertaken in respect of the Play Areas where the Owners reasonably consider closure of the Play Areas to be necessary

and provided that such closure is no longer than necessary for such works to effectively be carried out and where practicable the District Council is given prior written notice of said works other than in the event of an emergency in which case such notice will be given as soon as is reasonably practicable thereafter;

- (ii) event of emergency or for the purposes of emergency contingency planning; or
- (iii) other event involving exceptional circumstances for which the District Council reasonably agrees is necessary and in respect of which prior written approval of the District Council has been obtained;
- (d) The provisions in paragraphs 3.1 and 3.2 in this Schedule do not create a right of way or other public rights in respect of the Play Areas and the Owners may erect signage to that effect and for the purposes of ensuring that no right of way or other prescribed rights are created.

3.3. Step-in rights for the Play Areas

- (a) If from time to time the District Council is not reasonably satisfied that the Owners are properly discharging their obligations set out in the approved Play Areas Management Strategy then the District Council may serve on the Owner a notice specifying a reasonable period within which the Owners must take steps to comply with the approved Play Areas Management Strategy;
- (b) If, following service of a notice under paragraph 3.3(a) of this Schedule, the District Council considers that the Owner have not taken all of the steps specified in the notice within the period specified in the notice, then the District Council may enter onto the Land to carry out any work that the District Council sees fit to ensure the Play Areas are sufficiently and reasonably maintained to an acceptable standard;
- (c) The District Council, following the carrying out of any work under paragraph 3.3(b) of this Schedule, shall be entitled to recover the cost of such steps from the Owners as a simple debt; and
- (d) The exercise of any step-in rights by the District Council under this paragraph 3.3 does not absolve the Owners from the obligation to comply with paragraph 3.2(b) of this Schedule and the District Council may, at its absolute discretion, institute the steps under paragraphs 3.3(a) to 3.3(c) above inclusive on more than one occasion if that is so required.

SCHEDULE FOUR FINANCIAL CONTRIBUTIONS

OBLIGATIONS

The Owner covenants with the District Council and County Council:

1. Early Years Contribution

1.1. To pay to the County Council:

- 1.1.1 50% of the Early Years Contribution prior to first Occupation of the first (1 No) Dwelling and the Owner may not Occupy the first (1 No) Dwelling until they have paid to the County Council 50% of the Early Years Contribution; and
- 1.1.2 the remaining 50% of the Early Years Contribution prior to Occupation for the first time of the ninetieth (90 No) Dwelling and the Owner may not Occupy the ninety first (91 No) Dwelling until they have paid to the County Council 100% of the Early Years Contribution.

1.2. To pay to the District Council:

- 1.2.1 50% of the Early Years Land Cost Contribution prior to first Occupation of the Open Market Units and the Owner may not Occupy the Open Market Units until they have paid the District Council 50% of the Early Years Land Cost Contribution; and
- 1.2.2 the remaining 50% of the Early Years Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Early Years Land Cost Contribution.

2. Primary Education Contribution

2.1. To pay to the County Council:

- 2.1.1 50% of the Primary School Contribution prior to first Occupation of the first (1 No) Dwelling and the Owner may not Occupy the first (1 No) Dwelling until they have paid to the County Council 50% of the Primary Education Contribution; and
- 2.1.2 the remaining 50% of the Primary School Contribution prior to Occupation of the ninetieth Dwelling (90 No) and the Owner may not Occupy the ninety first (91 No) Dwelling until they have paid to the County Council 100% the Primary Education Contribution.

2.2. To pay the District Council:

- 2.2.1 50% of the Primary School Land Cost Contribution prior to first Occupation of the Open Market Units and the Owner may not Occupy the Open Market Units until they have paid the District Council 50% of the Primary School Land Cost Contribution; and
- 2.2.2 the remaining 50% of the Primary School Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Primary School Land Cost Contribution.

3. Secondary Education Contribution

- 3.1. To pay to the County Council 50% of the Secondary Education Contribution prior to Occupation of the first (1 No) Dwelling and the Owner must not Occupy the first Dwelling (1 No) until they have paid to the County Council 50% of the Secondary Education Contribution.
- 3.2. To pay to the County Council the remaining 50% of the Secondary Education Contribution prior to Occupation of the ninetieth Dwelling (90 No) and the Owner must not Occupy the ninety first (91 No) Dwelling until they have paid to the County Council 100% of the Secondary Education Contribution.

4. Sixth Form Education Contribution

- 4.1. To pay to the County Council 50% of the Sixth Form Education Contribution prior to Occupation of the first (1 No) Dwelling and the Owner must not Occupy the first (1 No) Dwelling until they have paid to the County Council 50% of the Sixth Form Education Contribution.
- 4.2. To pay to the County Council the remaining 50% of the Sixth Form Education Contribution prior to Occupation of the ninetieth Dwelling (90 No) and the Owner must not Occupy the ninety first (91 No) Dwelling until they have paid to the County Council 100% of the Sixth Form Education Contribution.

5. SEND Contribution

- 5.1. To pay to the County Council:
 - 5.1.1 50% of the SEND Contribution prior to first Occupation of the first (1 No) Dwelling and the Owner may not Occupy the Open Market Units until they have paid to the County Council 50% of the SEND Contribution; and
 - 5.1.2 the remaining 50% of the SEND Contribution prior to Occupation of the ninetieth Dwelling (90 No) and the Owner may not Occupy the ninety first (91 No) Dwelling until they have paid to the County Council 100% of the SEND Contribution.
- 5.2. To pay to the District Council:
 - 5.2.1 50% of the SEND Land Cost Contribution prior to first Occupation of the Open Market Units and the Owner may not Occupy the Open Market Units until they have paid the District Council 50% of the SEND Land Cost Contribution; and
 - 5.2.2 the remaining 50% of the SEND Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the SEND Land Cost Contribution.

6. Library Contribution

- 6.1. To pay to the County Council the Library Contribution prior to Occupation of the ninetieth Dwelling and the Owner may not Occupy the ninety first (91 No) Dwelling until they have paid to the County Council the Library Contribution.

7. Fire and Rescue Service Contribution

- 7.1. To pay to the County Council 50% of the Fire and Rescue Service Contribution prior to Occupation of the first (1 No) Dwelling and the Owner must not Occupy the first (1 No) Dwelling until they have paid to the County Council 50% of the Fire and Rescue Service Contribution.

- 7.2. To pay to the County Council the remaining 50% of the Fire and Rescue Service Contribution prior to Occupation of the ninetieth Dwelling (90 No) and the Owner must not Occupy the ninety first Dwelling (91 No) until they have paid to the County Council 100% of the Fire and Rescue Contribution.

8. Police Services

- 8.1. To pay the District Council:

- 8.1.1 50% of the Police Services Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Police Services Contribution; and
- 8.1.2 the remaining 50% of the Police Services Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Police Services Contribution.

9. Strategic Highways Infrastructure Contributions, A29 Realignment Contribution and Travel Plan

- 9.1. To pay to the County Council:

- 9.1.1 50% of the Strategic Highways Infrastructure Contribution prior to Occupation of the first (1 No) Dwelling and the Owner may not Occupy the first (1 No) Dwelling until they have paid to the County Council 50% of the Strategic Highways Infrastructure Contribution; and
- 9.1.2 the remaining 50% of the Strategic Highways Infrastructure Contribution prior to Occupation of the ninetieth Dwelling (90 No) and the Owner may not Occupy the ninety first Dwelling (91 No) until they have paid to the County Council 100% of the Strategic Highways Infrastructure Contribution.

- 9.2. To pay to the District Council:

- 9.2.1 50% of the A29 Realignment Contribution prior to Occupation of the first (1 No) Dwelling and the Owner may not Occupy the first (1 No) Dwelling until they have paid to the District Council 50% of the A29 Realignment Contribution; and
- 9.2.2 the remaining 50% of the A29 Realignment Contribution prior to Occupation of the ninetieth Dwelling (90 No) and the Owner may not Occupy the ninety first Dwelling (91 No) until they have paid to the District Council 100% of the A29 Realignment Contribution.

- 9.3. Prior to the Occupation of the first (1 No.) Dwelling to submit to the County Council for approval (in writing) the Travel Plan.

- 9.4. Once approved and on Occupation of the first (1 No.) Dwelling in the Development, to implement the approved Travel Plan in full.

10. Transport Contributions

- 10.1. To pay to the County Council:

- 10.1.1 50% of the Transport Contributions prior to Occupation of the first (1 No) Dwelling and the Owner may not Occupy the first (1 No) Dwelling until they have paid to the County Council 50% of the Transport Contributions; and

- 10.1.2 the remaining 50% of the Transport Contributions prior to Occupation of the ninetyeth Dwelling (90 No) and the Owner may not Occupy the ninety first (91 No) Dwelling until they have paid to the County Council 100% of the Transport Contributions.

11. Car Club Parking Space

- 11.1 To provide the Car Club Parking Space prior to Occupation of the first (1 No) Dwelling and the Owner may not Occupy the first (1 No) Dwelling until they have provided the Car Club Parking Space to the satisfaction of the County Council.

12. Healthcare

- 12.1. To pay the District Council:

- 12.1.1 50% of the Healthcare Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Healthcare Contribution; and

- 12.1.2 The remaining 50% of the Healthcare Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Healthcare Contribution.

13. 3G Pitch Provision

- 13.1. To pay the District Council:

- 13.1.1 50% of the 3G Pitch Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the 3G Pitch Contribution; and

- 13.1.2 50% of the 3G Pitch Land Cost Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the 3G Pitch Land Cost Contribution; and

- 13.1.3 the remaining 50% of the 3G Pitch Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the 3G Pitch Contribution; and

- 13.1.4 the remaining 50% of the 3G Pitch Land Cost Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the 3G Pitch Land Cost Contribution.

14. Playing Pitch Provision

- 14.1. To pay the District Council:

- 14.1.1 50% of the Playing Pitch Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the

nearest whole Open Market Unit) until they have paid the District Council 50% of the Playing Pitch Contribution; and

14.1.2 50% of the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Playing Pitch Land Cost Contribution; and

14.1.3 the remaining 50% of the Playing Pitch Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Playing Pitch Contribution; and

14.1.4 the remaining 50% of the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Playing Pitch Land Cost Contribution.

15. Sports Hub

15.1 To pay the District Council:

15.1.1 50% of the Sports Hub Contributions prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Sports Hub Contributions; and

15.1.2 the remaining 50% of the Sports Hub Contributions prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Sports Hub Contributions.

16. Swimming Pools

16.1 To pay the District Council:

16.1.1 50% of the Swimming Pools Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Swimming Pools Contribution; and

16.1.2 the remaining 50% of the Swimming Pools Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Swimming Pools Contribution.

17. Public Art

17.1 To pay the District Council:

17.1.1 50% of the Public Art Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 25% of the Open Market Units (rounded to the

nearest whole Open Market Unit) until they have paid the District Council 50% of the Public Art Contribution; and

- 17.1.2 the remaining 50% of the Public Art Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owner may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Public Art Contribution.

18. Railway Crossing Contribution

- 18.1 To pay the District Council:

- 18.1.1 50% of the Railway Crossings Contribution prior to first Occupation of the Open Market Units and the Owner may not Occupy the Open Market Units until they have paid the District Council 50% of the Railway Crossings Contribution; and

- 18.1.2 the remaining 50% of the Railway Crossings Contribution prior to Occupation for the first time of more than 90 of the Open Market Units and the Owner may not Occupy more than 90 of the Open Market Units until they have paid the District Council 100% of the Railway Crossings Contribution.

19. Bus Improvements Contribution

To pay to the County Council the Bus Improvements Contribution prior to first Occupation of the first (1 No.) Dwelling and the Owner covenants not to Occupy the first (1 No.) Dwelling until they have paid the Bus Improvements Contribution to the County Council in full.

20. Monitoring Fees

- 20.1 To pay the Monitoring Fee to the District Council prior to Commencement of the Development and the Owner must not Commence the Development until the Monitoring Fee has been paid.

- 20.2 To pay the County Council S106 Monitoring Fee to the County Council on completion of this Deed.

- 20.3 To pay the Travel Plan Audit Fee to the County Council prior to Occupation of the Development and the Owner must not Occupy the Development until the Travel Plan Audit Fee has been paid.

SCHEDULE FIVE THE DISTRICT COUNCIL'S COVENANTS AND THE COUNTY COUNCIL'S COVENANTS

1. The District Council's Covenants

- 1.1. The District Council covenants with the Owner to grant the Planning Permission on the date hereof or as soon as is reasonably practicable thereafter.
- 1.2. The District Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
- 1.3. The District Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 1.4. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.5. At the written request of the Owner served on the District Council specifying a contribution paid under this Deed and which shall be served:
 - a) in the case of the E-W Link Contribution and the A29 Realignment Contribution not less than 20 years following the District Council's receipt of that contribution; and
 - b) in the case of all other contributions, not less than 10 years following the District Council's receipt of that contribution;

the District Council shall review whether the relevant contribution is still required taking into account whether the contribution has been expended or committed and whether the contribution is still required for the purposes specified in this Deed and in the event the contribution has not been fully expended or committed and it is no longer reasonably required for the purposes specified in this Deed then it will pay to the Owner such amount of any payment made by the Owner to the District Council under this Deed which has not already been expended or committed in accordance with the provisions of this Deed.

- 1.6. Following a written request by the Adjoining Landowner served on the District Council not less than 20 years following the date of this Deed the District Council covenants with the Adjoining Landowner that it shall review whether the covenants in this Deed on the Adjoining Landowner are still required for the purposes specified in this Deed and in the event that the obligations are no longer reasonably required the Council shall confirm as such in writing (not to be unreasonably withheld or refused and which for the avoidance of doubt may be referred by the Adjoining Landowner to an Expert pursuant to clause 21 in the event release is not agreed) following which the Adjoining Landowner shall be released from the covenants in this Deed.
- 1.7. Where the approval, satisfaction, agreement, confirmation or consent of the District Council (or any officer thereof) is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent will not be unreasonably withheld or delayed.
- 1.8. The District Council covenants with the Owner to comply with its obligations contained in Schedules One to Four.
- 1.9. The District Council covenants with the Adjoining Landowner:

1.9.1 to place the E-W Link Contribution in an interest-bearing bank account and not to expend it other than in accordance with paragraph 1.9.3 of this Schedule Five;

1.9.2 to provide to the Adjoining Landowner on request details of the amount of E-W Link Contribution held, the interest accrued thereon and any expenditure of the E-W Link Contribution;

1.9.3 upon written request from the Adjoining Landowner which shall be accompanied by appropriate evidence of proposed expenditure including costings, to transfer all or part of the E-W Link Contribution (once paid) with interest to the Adjoining Landowner (as applicable in accordance to the request and for the avoidance of doubt multiple requests may be made by the Adjoining Landowner until all of the E-W Link Contribution held by the District Council has been depleted);

1.9.4 to agree to the removal of the restriction on title referred to in paragraph 2.4 of Schedule One in relation to the Adjoining Land following either:

1.9.4.1. the Adjoining Land Satisfaction Date; or

1.9.4.2. lapse of this Deed under clause 7.2; and

1.9.4.3. the Adjoining Landowner serving a written notice to the District Council requesting its written agreement to the removal of the restriction on title;

and if the District Council fails to respond (or responds by stating it does not agree to the removal of the restriction but fails to provide reasons for such disagreement) within 20 Working Days of the date of the written notice served pursuant to paragraph 1.9.4.3 above, the District Council authorises the Adjoining Landowner to complete any necessary Land Registry forms to effect such removal on behalf of the District Council; and

1.9.5 in the event the Land Registry registers a restriction against a new title created as a result of an AL Exempt Disposal to co-operate with the Adjoining Landowner to take such steps as are required to remove such restriction.

1.10. Upon written request from the County Council which shall be accompanied by appropriate evidence of proposed expenditure including costings, the District Council shall transfer all or part of the A29 Realignment Contribution (once paid) with interest (as applicable in accordance to the request and for the avoidance of doubt multiple requests may be made by the County Council until all of the A29 Realignment Contribution held by the District Council has been depleted) to the County Council or alternatively such other entity nominated by the County Council (in writing) who shall be undertaking the A29 Realignment (or part thereof) for the purposes of carrying out the A29 Realignment who shall be required to provide appropriate evidence of proposed expenditure including costings to the County Council prior to nomination by the County Council to the District Council and such nomination would only take place at the earliest following payment of the A29 Realignment Contribution.

2. The County Council's Covenants

2.1. The County Council covenants that upon receipt of the County Council Contributions and the A29 Realignment Contribution pursuant to paragraph 1.10 of this Schedule (if applicable) it will apply the same together with any interest accruing on it as specified in this Deed.

2.2. The County Council covenants upon written request on or after ten years of the date of receipt of the Early Years Contribution, the Primary Education Contribution, the SEND Contribution, the

Secondary Education Contribution, the Sixth Form Education Contribution, the Library Contribution and the Fire and Rescue Service Contribution to issue to the party that paid the said contribution an account certified by the Director of Finance, and Support Services for the time being of the County Council detailing how the said contributions have been expended by the County Council PROVIDED THAT in the case of the Early Years Contribution, the Primary Education Contribution and the SEND Contribution this is dependent on the land coming forward from the site providing the land for the Primary Schools, in which case the time period shall be ten years from the date on which the Land has been made available to the County Council.

- 2.3. If or to the extent that the Early Years Contribution, the Primary Education Contribution, the SEND Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution, the Library Contribution and the Fire and Rescue Service Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the said contributions any unexpended part of the County Council Contributions together with compound interest on the unexpended part from the date of receipt by the County Council of the County Council Contributions to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 2.4. If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Early Years Contribution, the Primary Education Contribution, the SEND Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution, the Library Contribution and the Fire and Rescue Service Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the said contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the said contributions in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the said contribution in the manner set out in paragraph 2.3 of this Schedule.
- 2.5. The County Council covenants with the Owner to comply with its obligations contained in Schedules One to Four.
- 2.6. The County Council acknowledge that at the date of this Deed the intention of the County Council is to enter into a E-W Link Adoption Agreement with the Adjoining Landowner and Owner at the appropriate time (to be specified and secured through the section 106 agreement associated with the Adjoining Land Development) to secure the delivery of the E-W Link Works by the Adjoining Landowner and the dedication of the Completed E-W Link Works as highway maintainable at public expense (including the bridge across the Lidsey Rife as a highway structure maintainable at public expense) but for the avoidance of doubt it is acknowledged that nothing in this Deed fetters the discretion of the County Council to decline to enter into a E-W Link Adoption Agreement with the Adjoining Landowner and Owner at the appropriate time should the necessary pre-requisites to doing so not have been satisfied in the judgment of the County Council.
- 2.7. The County Council acknowledge that at the date of this Deed the intention of the County Council is to enter into an Estate Road Works Adoption Agreement with the Owner at the appropriate time to secure the delivery of the Estate Road Works by the Owner and the dedication of the completed Estate Road Works as highway maintainable at public expense but for the avoidance of doubt it is acknowledged that nothing in this Deed fetters the discretion of the County Council to decline to enter into an Estate Road Works Adoption Agreement with the Owner at the appropriate time should the necessary pre-requisites to doing so not have been satisfied in the judgment of the County Council.

2.8. The County Council covenants with the Adjoining Landowner:

2.8.1 to agree to the removal of the restriction on title referred to in paragraph 2.4 of Schedule One in relation to the Adjoining Land following either:

2.8.1.1. the Adjoining Land Satisfaction Date; or

2.8.1.2. the lapse of this deed under Clause 7.2; and

2.8.1.3. the Adjoining Landowner serving a written notice to the County Council requesting its written agreement to the removal of the restriction on title;

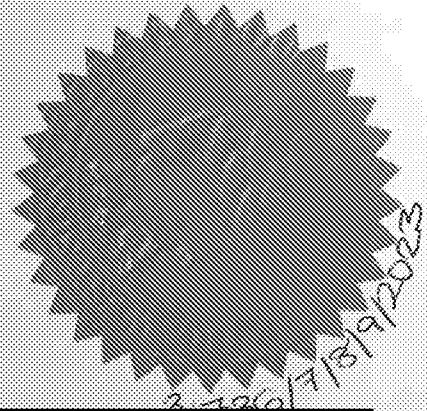
and if the County Council fails to respond (or responds by stating it does not agree to the removal of the restriction but fails to provide reasons for such disagreement) within 20 Working Days of the date of the written notice served pursuant to paragraph 2.8.1.3 above, the County Council authorises the Adjoining Landowner to complete any necessary Land Registry forms to effect such removal on behalf of the County Council; and

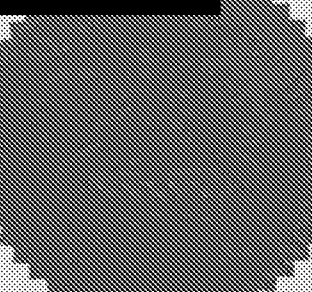
2.8.2 in the event the Land Registry registers a restriction against a new title created as a result of an AL Exempt Disposal to co-operate with the Adjoining Landowner to take such steps as are required to remove such restriction.

SCHEDULE SIX

THE PLANS

Plan	Description	Plan Reference
Plan 1	The Land	6781-LP-01 Rev A
Plan 2	Estate Road Works	20-061-042 Rev H
Plan 3	Off-Site Highway Works	20-061-043
Plan 4	Adjoining Land Plan	6781-LP-02_Adjoining Land Plan_Rev D
Plan 5	Connections Land Plan	6781-LP-04 Rev A
Plan 6	Safeguarded Land Plan	20-061-048-D
Plan 7	Public Open Space Plan	6781-LP-06 Rev A
Plan 8	A29 Realignment Plan	N/A
Plan 9	A29/B2233 War Memorial Roundabout Interim Junction Improvement Plan	20-061-044
Plan 10	Northern Land Plan	6781 LP08 Rev A
Plan 11A	E-W Link and E-W Link Works	20-061-052 Rev A
Plan 11B	E-W Link Works	P21-006 011 Rev P1
Plan 11C	E-W Link Works	P21-006 010 Rev P4





12/13/13

Drawn:	Checked:	Date:	Rev:	Change:	By:
LT	KE	04.03.22			
Drawing No:		Drawing File:		Title:	
6781		LP-01		A	
Status:					

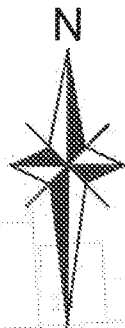


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Drawn	Checked	Date
LT	KE	04.03.22
Job No.	Drawing No.	Qty
6721	LP-01	A
Status		
INFORMATION		

Structures Limited. No dependencies to be scaled from growing except for the purposes of Planning Applications. The contractor should check all dimensions in situ. It is the contractor's responsibility to ensure compliance with Building Regulations.



Footways and carriageway to be constructed up to site boundary

Key

-  Roads to be Adopted
-  Footway/Cycleways to be Adopted
-  Visitor parking bays to be Adopted
-  Highway Verge to be Adopted



Rev	Amendments	Dr	Chk	App	Date
1	Wording of key updated: Highway verge to be Adopted	GC	GAC	GC	Feb 2022
2	Key updated to include highway verge	LW	GAC	GAC	Oct 2022
3	Annotation added	GC	GAC	GAC	July 2022
4	Footways revised	LW	GAC	GAC	June 2022
5	Highway adoption area revised	GC	LW	GAC	June 2022
6	Footways extended to northern boundary	LW	GAC	GAC	Mar 2022
7	Visitor bays added to adoption plan	LW	GAC	GAC	Mar 2022



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Landmark House
Station Road
Hook
Hampshire
RG27 9HA
01256 630420

☐

Park House, Park Farm
East Malling Trust Estate
Bradbourne Lane
Aylesford Kent ME20 6SN
01732 448120

Job Title

Land East of
Woodgate Road

Client

Pye Homes

Drawing Title

Preliminary Highways
Adoption Plan

Scale	Date	Designed
1:500@A3	Mar 22	LW
Drawn	Checked	Approved
LW	GC	GAC
Job No	Drawing No	Rev
20-061	20-061-042	H



S278 Junction Arrangement

Wings Nursery Site Proposal

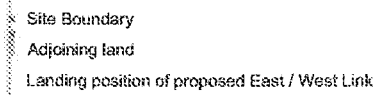


☐ Mark Brown, Mark Brown
New Mexico Trust Estate

Client

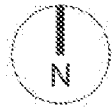
Pye Homes

Job No
20-06

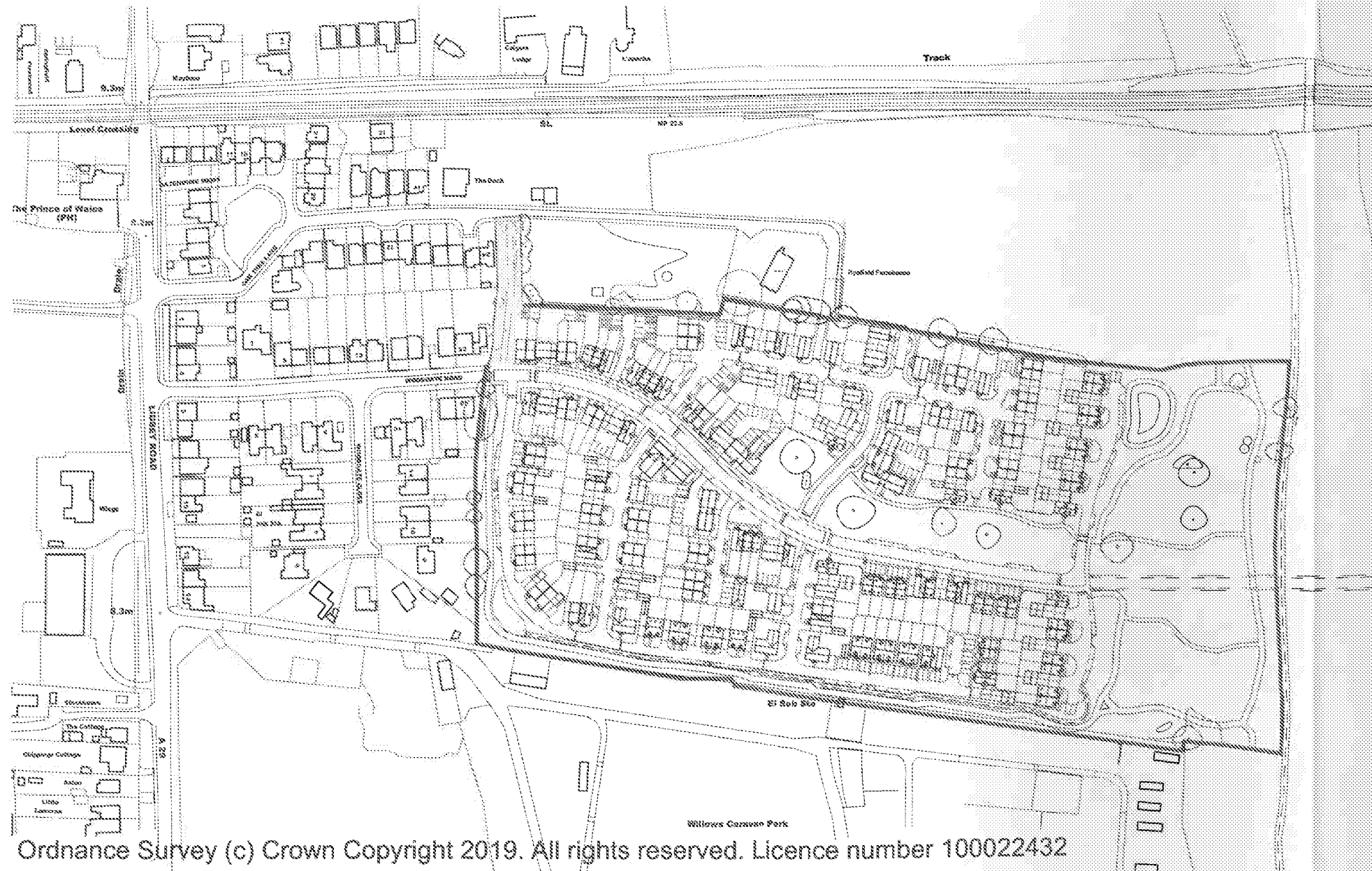


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London, NY 11040
1 212 67 828 2773 • harding@ecearchitects.com
Chicago: 84 - 85 Brighton Road, Westing
Westchester, OH 41111-2521
1 21 902 4 947 777 K info@ecearchitects.com
Brazil: Weyburn, Oregon, Texas
1 817 214 1101 E info@ecearchitects.com

ECE Architecture



CDM 2015 Health & Safety Information:
This information relates only to Significant Hazards identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.



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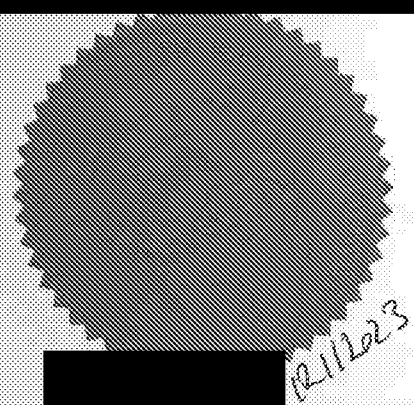
Key -

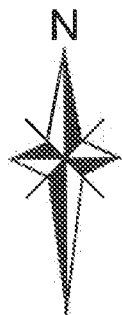
- Site Boundary
- Connections Land

Client Name Pye Homes	Drawing Title The Connections Land Plan
Job Title Land east of Woodgate Lane, Woodgate	Scale 1:2500 @ A3

Client LT	Drawn KE	Date 04.03.22
Job No 6781	Drawing Ref LP-04	Rev A
INFORMATION		

ECE Architecture 18 Great South Road London, SE1 8BL Tel: 0207 335 2775 E: info@ecearchitecture.com Website: www.ecearchitecture.com 18 Great South Road London, SE1 8BL Tel: 0207 335 2775 E: info@ecearchitecture.com Website: www.ecearchitecture.com	
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Key

- East-West Link Phase 1 Safeguarded Land
- East-West Link Phase 2 Safeguarded Land
- North-South Link Safeguarded Land
- Licence Land

D	Drawing set to 1:1250 @ A3	LW	GAC	GC	Nov 22
C	Annotation added	LW	GAC	GC	Oct 22
B	Key text updated	CG	TSH	GC	Sept 22
A	Safeguarded land increased following owned by church commissioners	CG	TSH	GC	Sept 22

Rev	Amendments	Dwn	Chk	App	Date
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Scale	Date	Designed
1:1250@A3	Aug 22	CSG
Drawn	Checked	Approved
CSG	GAC	GAC
Job No	Drawing No	Rev
20-061	20-061-048	D



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Hook
Hampshire
RG27 9HA
01256 630420

☐

Park House, Park Farm
East Malling Trust Estate
Bradbourne Lane
Aylesford Kent ME20 6SN
01732 448120

Job Title

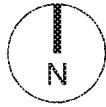
Land East of
Woodgate Road

Client

Pye Homes

Drawing Title

Safeguarded Land



CDM 2015 Health & Safety Information:
This information relates only to 'Significant Hazards' identified on this drawing
and is to be read in conjunction with the Designer's Hazard Register.



Key -

-  Site Boundary
-  Public Open Space
-  Local Landscaped Area of Play (LLAP)
-  Linear Park within Strategic Site

Based on Approved Landscape Strategy
LAS 103 05G Landscape Masterplan

Client's name
Pye Homes

Job Title
**Land east of Woodgate Lane,
Woodgate**

Drawing Title
Public Open Space Plan

Scale
1:2500 @ A3

Drawn
LT

Checked
KE

Date
04.03.22

Drawn No
6781

Checked No
LP-06

Rev
A

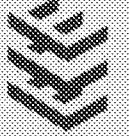
INFORMATION

15.03.22 - 15.03.22 (15.03.22)

Rev. Date Revision Details

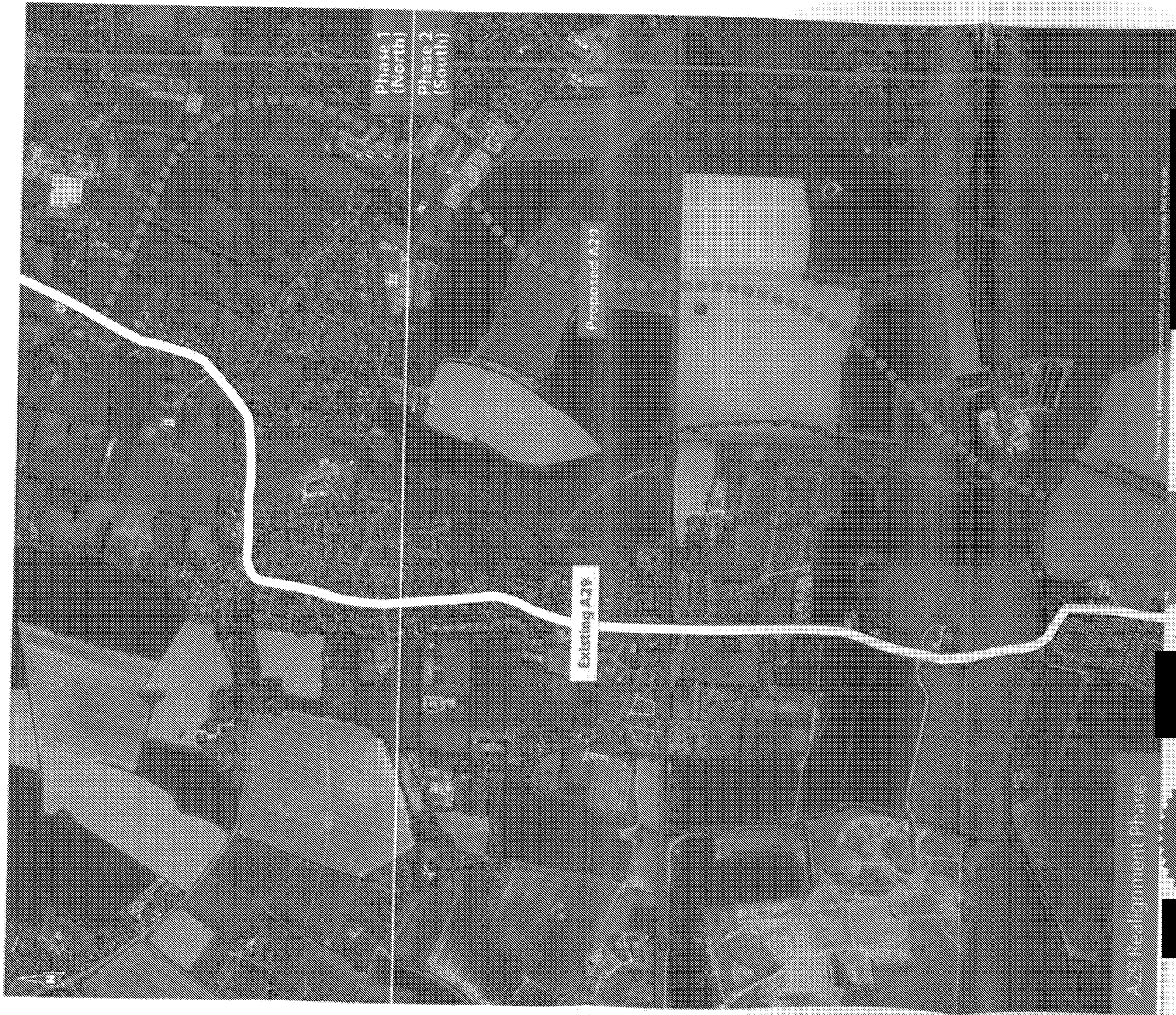
LT KE

Dr. CA

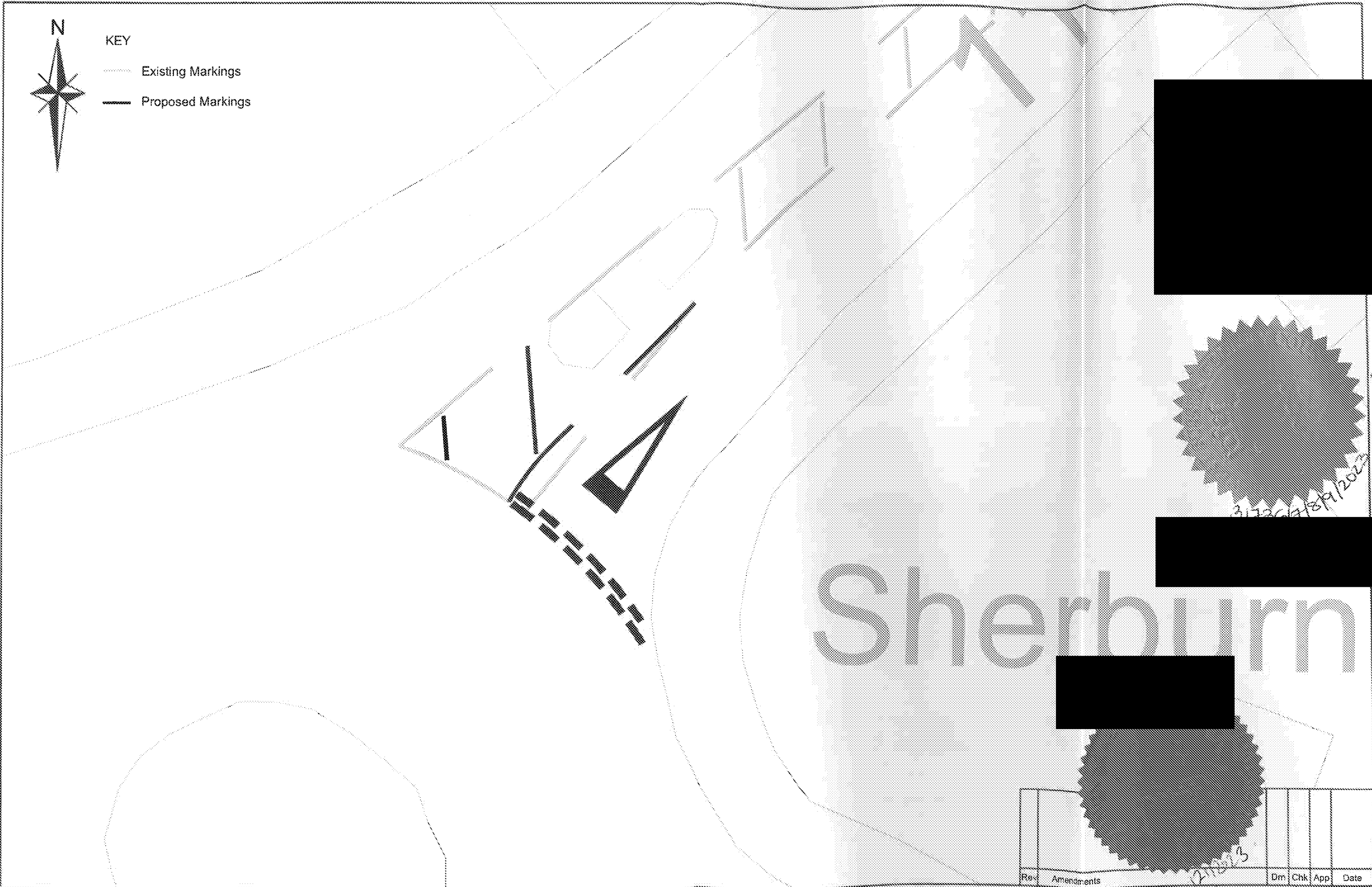


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www.ecearchitecture.com

0207 528 5773

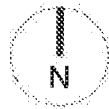


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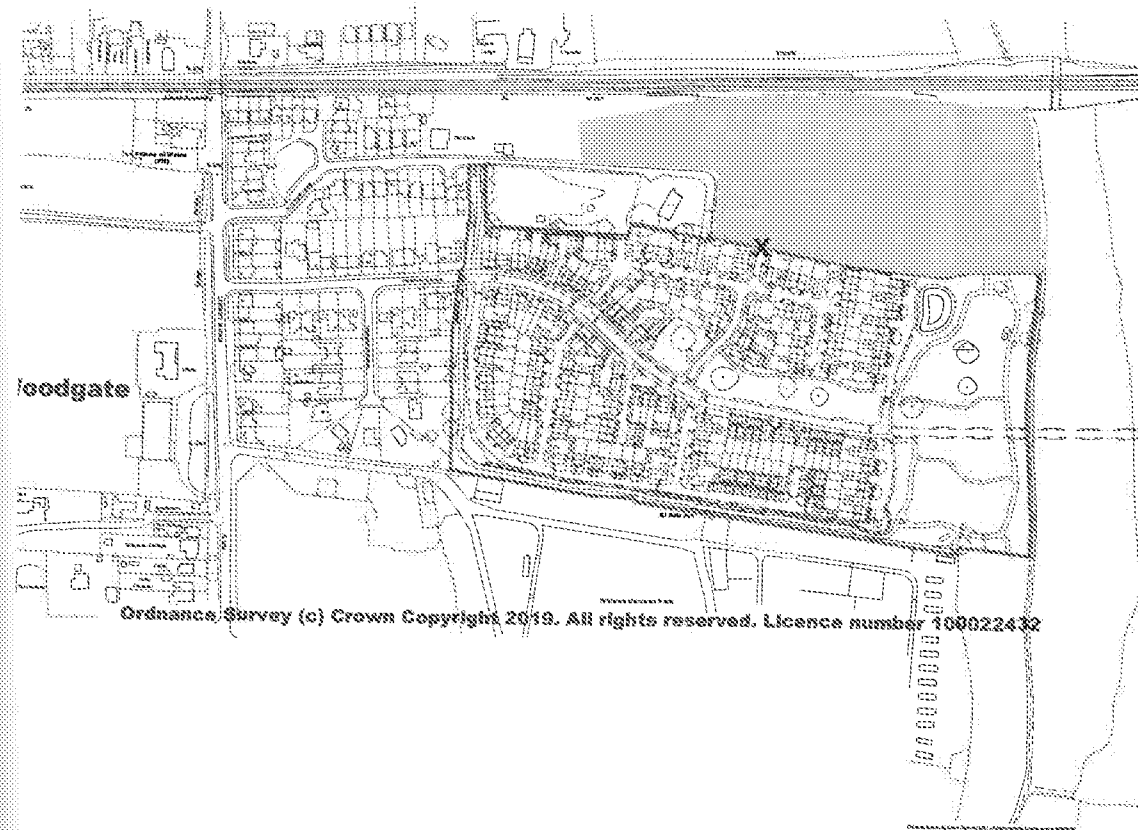


 Charles & Associates	Issued by ☒ Landmark House Station Road Hook Hampshire RG27 9HA 01256 630420	Job Title Land East of Woodgate Lane	Client Pye Homes	Scale 1:100	Date Apr 22	Designed LW
	☐ Park House, Park Farm East Malling Trust Estate Bradbourne Lane Aylesford Kent ME20 6SN 01732 448128	Drawing Title War Memorial Roundabout - Potential Improvement on Fontwell Ave (Option 1)		Drawn LW	Checked SW	Approved GAC
				Job No 20-061	Drawing No 20-061-044	Rev -

Rev	Amendments	Dm	Chk	App	Date



CDM 2015 Health & Safety Information
This information relates only to 'significant hazards' identified on this drawing
and is to be read in conjunction with the Designer's Hazard Register.



Key -
----- Site Boundary
Northern Land

Client's Name
Pye Homes

Site Title
**Land east of Woodgate Lane
Woodgate**

Drawing Title
Northern Land Plan

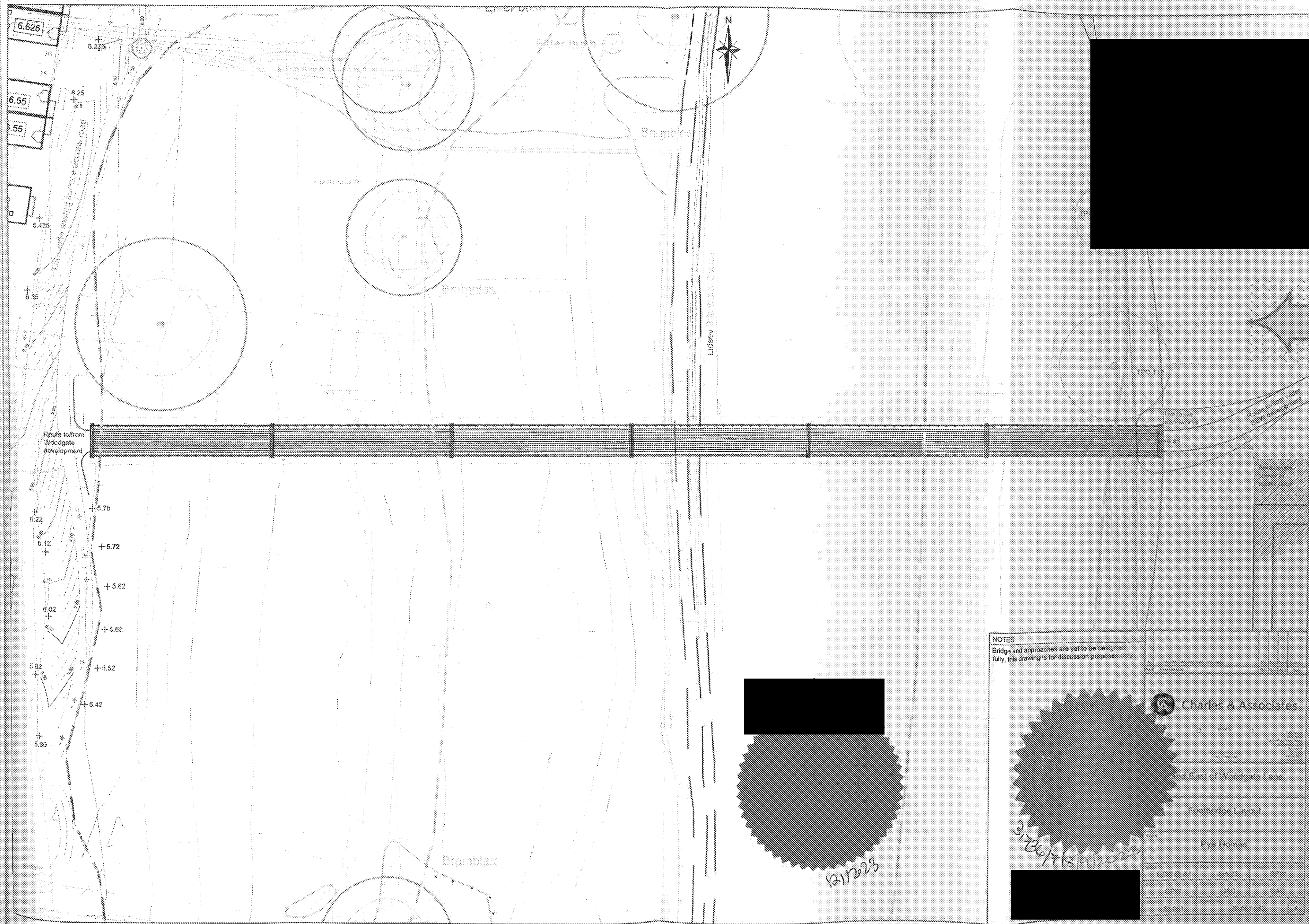
Scale
1:2500 @ A1 1:5000 @ A3

INFORMATION



ECE Architecture
19 Great South Road
London, SE17 9EG
Tel: 020 7461 1000
www.ece-architecture.com
Email: info@ece-architecture.com

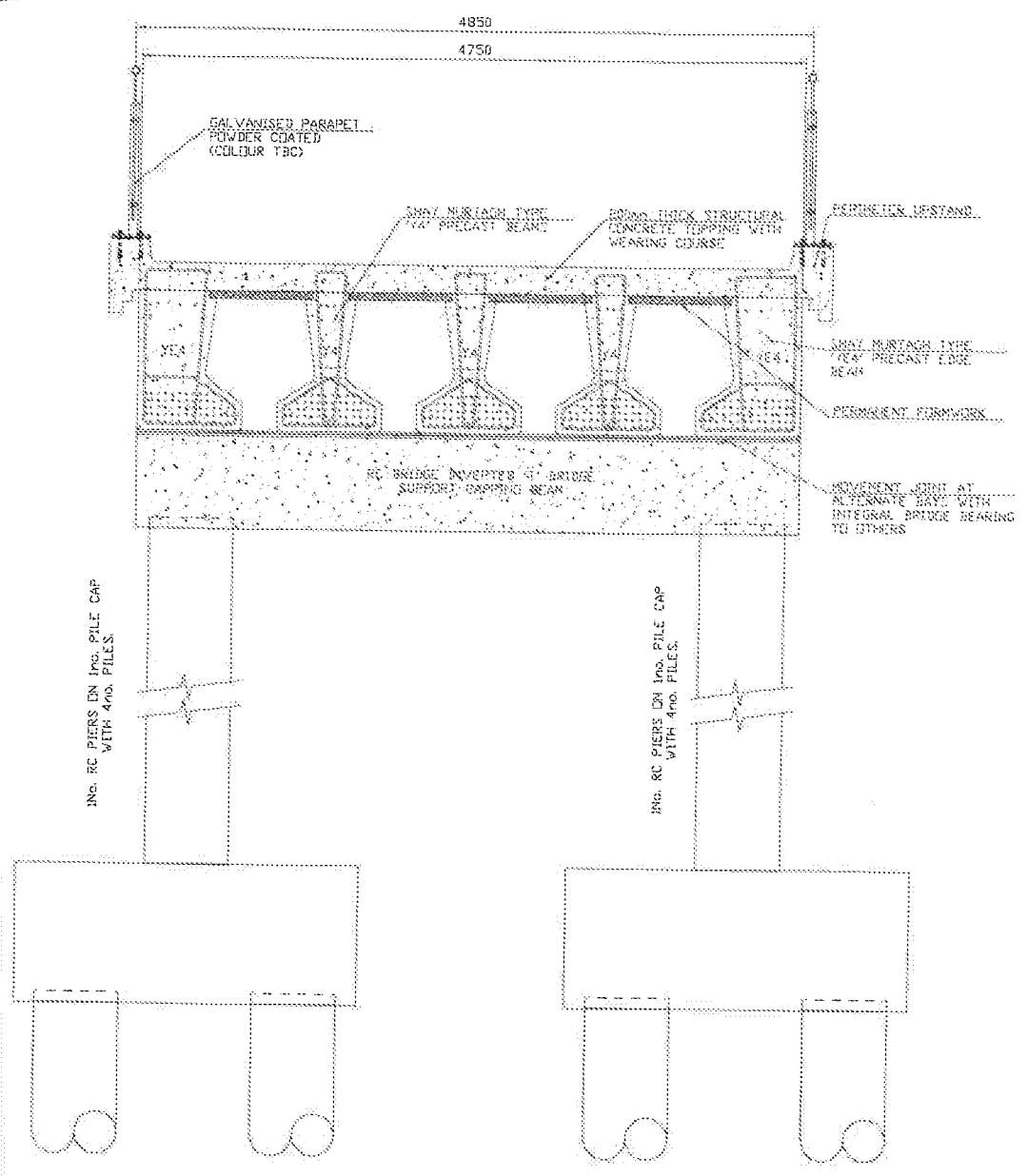
3736#1642023



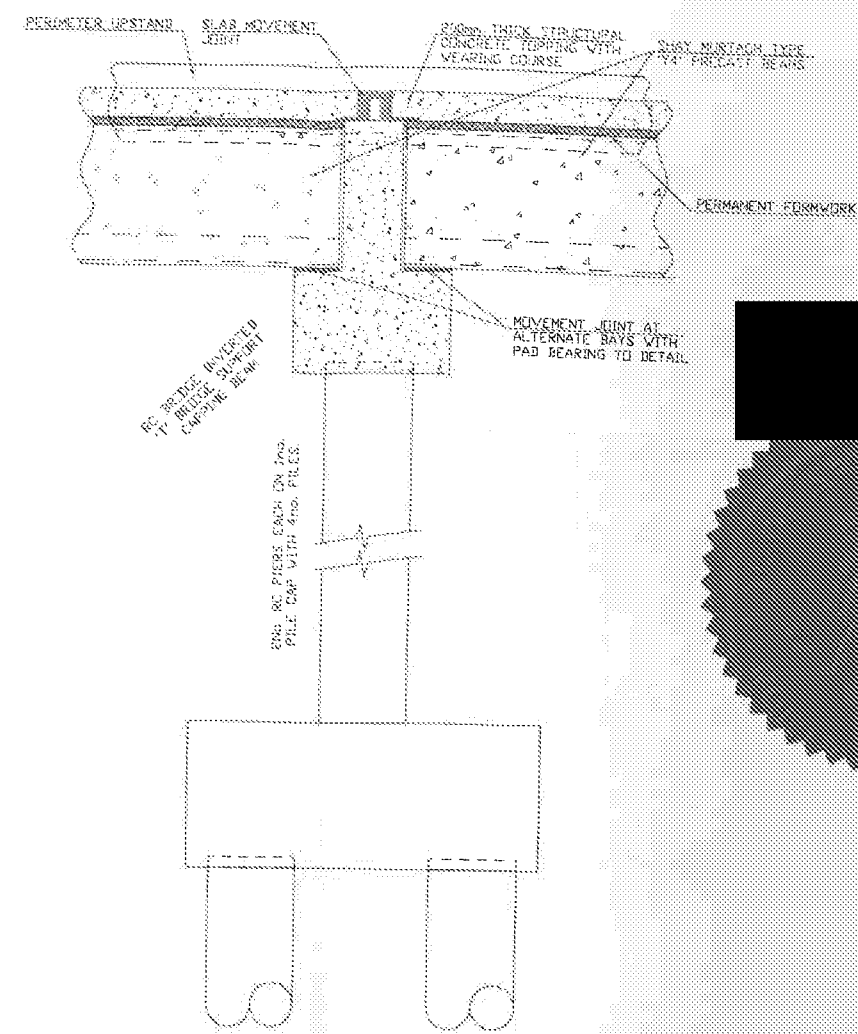
DO NOT SCALE

THE BRIDGE LAYOUT AND DETAIL SHOWN ON THIS DRAWING IS SUBJECT TO ENVIRONMENT AGENCY APPROVAL

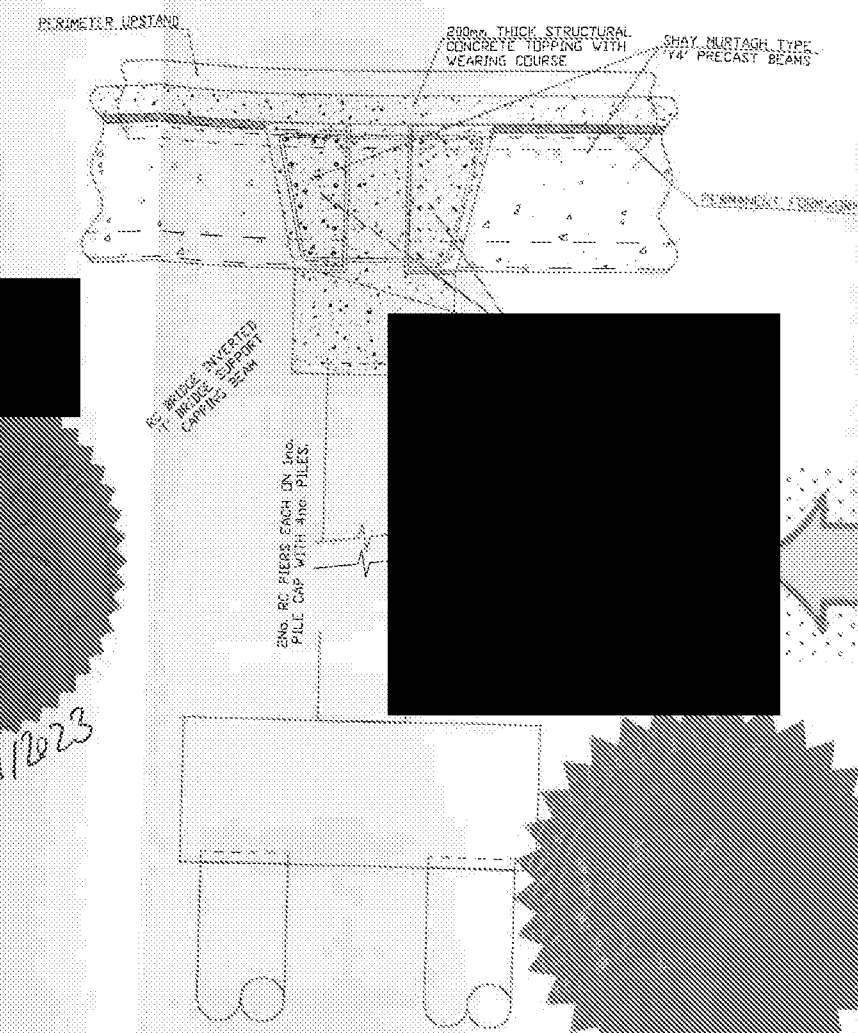
NOTES
1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECT'S, ENGINEER'S & SUB-CONTRACTORS DRAWINGS AND DETAILS AND THE PROJECT SPECIFICATION.
2. SETTING OUT TO BE IN ACCORDANCE WITH THE ARCHITECT'S DRAWINGS AND RELEVANT DETAILS.



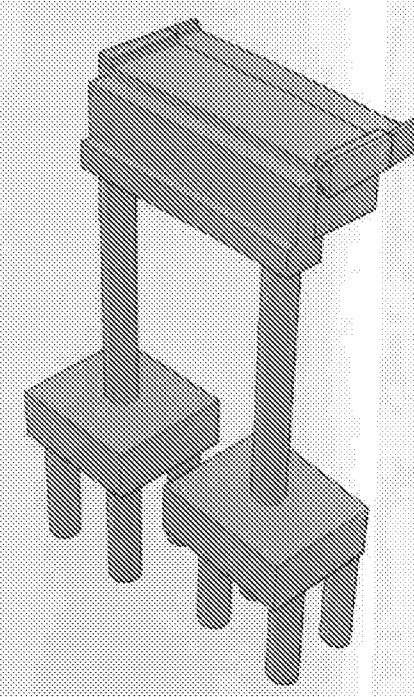
TYPICAL CENTRAL PIER SECTION
SCALE 1:25



TYPICAL MOVEMENT JOINT
BRIDGE BEARING SECTION
SCALE 1:25



TYPICAL INTEGRAL BRIDGE
BEARING SECTION
SCALE 1:25



DRAWING STATUS
PRELIMINARY

DRAWING TITLE
**CONCRETE OPTION
FOOTBRIDGE SECTIONS**

PROJECT
**WOODGATE PEDESTRIAN
BRIDGE
CHICHESTER
PO20**

simpson | tws
3 Duffield Avenue
Berkhamstead
London, ECT1 4PQ
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W: www.simpsoneng.com

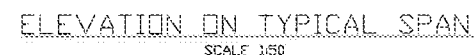
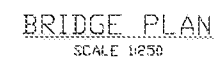
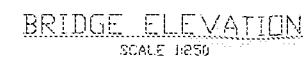
Drawn	Check	Scale	Date
DB	DB	1:25	08.07.21

Project of note

INFO

Project Number	Drawing Number	Revision
P21-006	011	P1

THE BRIDGE LAYOUT AND DETAIL
SHOWN ON THIS DRAWING IS
SUBJECT TO ENVIRONMENT AGENCY
APPROVAL



London, Herten-on-Thames, Gloucester and Exeter			
Driver G3	ChNo 384	Stages 125A, 150	Date 08/07/21
Purpose of Invoice			
INFO			
Project Number		Standing Number	Revision
P21-006		010	P4

SCHEDULE SEVEN
DRAFT PLANNING PERMISSION DECISION NOTICE



Town & Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order
2015

Application for Planning Permission

DECISION NOTICE

Application Ref: AL/107/21/PL

DRAFT

1 To Addressee

Terence O'Rourke Limited
Everdene House
Deansleigh Road
Bournemouth
BH7 7DU

2 Site Address

Woodgate Centre
Oak Tree Lane
Woodgate
PO20 3GU

3 Description of Development

Demolition of the Woodgate Centre buildings (including 3 No. residential dwellings) & the construction of 180 No. residential dwellings with the creation of new vehicular access with footways and cycleways, ancillary road infrastructure, emergency access arrangements, associated parking, public open space, including children's play space, landscape planting, surface water attenuation & drainage & other associated infrastructure. This site is in CIL Zone H SP2, BEW Strategic Site and is not CIL Liable.

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby approved shall be carried out in accordance with the following approved plans:

Location Plan PL 01 A
Topographical Survey PYE/GW0164/1 Sheets 1-6
Site Layout PL 02 P12
Site Detailed Layout PL 03 P5
Site Detailed Layout PL 04 P4
Materials Plan PL 05 P6
Heights Plan PL 06 P6
Parking Plan PL 08 P6
Type A1 -Affordable PL 11 P1

Type A2 - Private PL 12 P1
 Type C- Private PL 13 P1
 Type D - Private PL 14 P1
 Type E1 -Affordable PL 15 P1
 Type E2 - Private PL 16 P1
 Type F - Private PL 17 P1
 Type G - Private PL 18 P1
 Type H - Private PL 20 P1
 Type I- Affordable PL 21 P1
 Type J - Private PL 22 P1
 Type K -Affordable PL 23 P1
 Type L1 - Private PL 24 P1
 Type L2 - Private PL 25 P1
 Type M - Private PL 26 P1
 Type R - Private PL 28 P1
 Type S - Private PL 29 P1
 Type T - Private PL 30 P1
 Type U - Private PL 31 P1
 Garage PL 32 P1
 Flat Block A - Floor Plans PL 40 P1
 Flat Block A - Elevations PL 41 P1
 Flat Block B PL 42 P1
 Flat Block C PL 43 P1
 Flat Block D - Floor Plans PL 45 P1
 Flat Block D - Elevations PL 46 P1
 Street Scenes Sheet 1 PL 50 P2
 Street Scenes Sheet 2 PL 51 P3
 Street Scenes Sheet 3 PL 52 P3
 Street Scenes Sheet 4 PL 53 P1
 Street Scenes Sheet 5 PL 54 P1
 Accommodation Schedule K01 H
 Landscape Masterplan LAS 103 05 I
 Landscape Masterplan (No E/W Link) LAS 103 05 I
 Play Area Proposals LAS 103 06 D
 Site Access and Cycle Connection 20-061-014 J
 Refuse Swept Path Analysis 20-061-022
 Refuse Swept Path Analysis 20-061-023
 Visibility Splays 20-061-028 C
 Refuse Strategy 20-061-028 C
 Fire Strategy 20-061-029 C
 Emergency Access 20-061-032 B
 Proposed Lighting Drawing 100255-JLD-ASMT-DR-001 P02

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy D DM1 and D SP1 of the Arun Local Plan.

3 No development above damp proof course (DPC) level shall take place unless and until a schedule of materials and finishes and (if requested by the LPA) samples of such materials and finishes to be used for external walls and roofs of the dwellings have been submitted to and approved by the Local Planning Authority and the materials so approved shall be used in the construction of the building.

Reason: To enable the Local Planning Authority to control the development in detail in the

interests of amenity by endeavouring to achieve a building of visual quality in accordance with policies D SP1 and D DM1 of the Arun Local Plan.

- 4 No part of the development shall be first occupied until such time as the vehicular access serving the development has been constructed in accordance with the details shown on the drawing titled Site Access 20-061-014 D.

Reason: To secure satisfactory standards of access for the proposed development in accordance with policies T SP1 and T DM1 of the Arun Local Plan.

- 5 The development shall not be first occupied until a phasing plan for construction of the road(s), footways, and casual parking areas serving the development has been submitted and approved by the Local Planning Authority. The roads (s) footways and casual parking should be constructed, surfaced, and drained in accordance with the approved plans and phasing plan.

Reason: To secure satisfactory standards of access for the proposed development in accordance with policy T SP1 and T DM1 of the Arun Local Plan.

- 6 The development shall not be first occupied until a phasing plan for the vehicle turning spaces serving the dwellings has been submitted and approved by the Local Planning Authority. The vehicle turning spaces shall be constructed within the site in accordance with the approved site plan and phasing plan. The spaces shall thereafter be retained at all times for their designated use.

Reason: In the interests of road safety and in accordance with policies T SP1 and T DM1 of the Arun Local Plan.

- 7 No dwelling shall be first occupied until the car parking serving the respective dwelling has been constructed in accordance with the approved site plan. Once provided the spaces shall thereafter be retained at all times for their designated purpose.

Reason: To provide car-parking space for the users of the development in accordance with Policy T SP1 and T DM1 of the Arun Local Plan.

- 8 Prior to occupation of any of the dwellings, details of the proposed electric vehicle charge points outlined in 3.4.2 of the submitted Travel Plan (C&A Consulting Engineers, 20-061 report no. 008 dated August 2021) shall be submitted to the Local Planning Authority for approval and thereafter installed in accordance with the approved details and the charge points shall be retained and maintained in good working condition. Charge points should be Mode 3, 7kw fast chargers as a minimum.

Reason: New petrol and diesel cars / vans will not be sold beyond 2040, and to mitigate against any potential adverse impact of the development on local air quality, in accordance with policy QE DM3 (c) of the Arun Local Plan, the Arun District Council Electric Vehicle Infrastructure Study (November 2017) and the National Planning Policy Framework (NPPF).

- 9 No dwelling shall be first occupied until covered and secure cycle parking spaces serving the respective dwelling has been provided in accordance with plans and details approved by the Local Planning Authority under condition 2 of this permission. Once provided the cycle parking shall thereafter be retained at all times thereafter for their designated purpose.

Reason: To provide alternative travel options to the use of the car in accordance with policies T SP1 and T DM1 of the Arun Local Plan.

- 10 Upon the first occupation, the Applicant shall implement the measures incorporated within the approved Travel Plan. The Applicant shall thereafter monitor, report and subsequently revise the Travel Plan as specified within the approved document.

Reason: To encourage and promote sustainable transport in accordance with policy T SP1 and T DM1 of the Arun Local Plan.

- 11 No part of the development shall be first occupied until the emergency vehicular and foot and cycle access onto Oak Tree Lane has been constructed in accordance with plans to be submitted and approved by the LPA. The access once constructed shall thereafter be used by emergency vehicles, pedestrians, and cyclists only.

Reason: To ensure that the emergency and sustainable access is suitable for its intended purpose and in accordance with policy T SP1 of the Arun Local Plan.

- 12 No development shall commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,

- An indicative programme for carrying out of the works;
- the anticipated number, frequency and types of vehicles used during construction,
- The method of access and routing of vehicles during construction,
- The parking of vehicles by site operatives and visitors,
- A scheme for recycling / disposing of waste resulting from demolition and construction works i.e. no burning permitted.
- The loading and unloading of plant, materials and waste including permitted times for deliveries,
- The storage of plant and materials used in construction of the development,
- The erection and maintenance of security hoarding,
- Measures to minimise the noise (including vibration) generated by the construction process to include hours of work, proposed method of piling for foundations, the careful selection of plant and machinery and use of noise mitigation barrier(s);
- Details of any floodlighting, including location, height, type and direction of light sources and intensity of illumination;
- The provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- Details of public engagement and consultation both prior to and during construction works and continued liaison during construction works.

Reason: In the interests of highway safety and the amenities of the area in accordance with policy T SP1 and to protect the amenity of local residents in accordance with Policy QE SP1 of the Arun Local Plan.

- 13 Details for the storage of waste on the premises shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. Once approved the waste storage shall be maintained as such at all times thereafter.

Reason: To protect the amenities of nearby residents in accordance with Arun Local Plan policy WM DM1.

- 14 No development shall commence until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

Reason: The site is of archaeological significance in accordance with Arun Local Plan Policy HER DM6. This is required to be a pre-commencement condition to ensure no irreversible harm to any archaeological significance is incurred throughout the undertaking of this development.

- 15 Prior to the commencement of construction works details of a proposed foul drainage system shall be submitted to and approved in writing by the Local Planning Authority (including details of its siting, design and subsequent management / maintenance) and no dwelling shall be occupied until works for the disposal of sewage have been fully implemented in accordance with the approved details.

Reason: To ensure the development has a satisfactory means of disposing of foul sewerage in accordance with policies W DM1 and W DM3 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as the foul drainage system goes to the heart of the planning permission.

- 16 Occupation of the development is to be phased and implemented to align with the delivery by Southern Water of any sewerage network reinforcement required to ensure that adequate waste water network capacity is available to adequately drain the development.

Reason: To ensure adequate foul capacity is available to satisfactorily drain the development and avoid adverse impacts upon the environment in accordance with policies D DM1, W DM1, W SP1, ENV DM2 and H SP2a of the Arun Local Plan.

- 17 Development shall not commence, other than works of site survey and investigation, until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority.

The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA. Winter groundwater monitoring to establish highest annual ground water levels and winter Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage. No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W SP1, W DM1, W DM2 and W DM3 of the Arun Local Plan. This is required to be a pre-commencement condition because it is necessary to implement the surface water drainage system prior to commencing any building works.

- 18 Development shall not commence until full details of the maintenance and management of the surface water drainage system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction of the surface water drainage system, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W DM1, W DM2 and W DM3 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure that the future maintenance and funding arrangements for the surface water disposal scheme are agreed before construction commences.

- 19 Immediately following implementation of the approved surface water drainage system and prior to occupation of any part of the development, the developer/applicant shall provide the Local Planning Authority with as-built drawings of the implemented scheme together with a completion report prepared by an independent engineer that confirms that the scheme was built in accordance with the approved drawing/s and is fit for purpose. The scheme shall thereafter be

maintained in perpetuity.

Reason : To ensure that the proposed development is satisfactorily drained and in accordance with policies W SP1, W DM1, W DM2 and W DM3 of the Arun Local Plan.

- 20 No drainage systems for the infiltration of surface water to the ground are permitted other than with the written consent of the Local Planning Authority. Any proposals for such systems must be supported by an assessment of the risks to controlled waters. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not contribute to, is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants. This is in line with paragraph 170 of the National Planning Policy Framework.

- 21 The development shall not proceed until details have been submitted to and approved in writing by the Local Planning Authority for any proposals: to discharge flows to watercourses; or for the culverting, diversion, infilling or obstruction of any watercourse on or adjacent to the site. Any discharge to a watercourse must be at a rate no greater than the pre-development run-off values and in accordance with current policies. No construction is permitted, which will restrict current and future landowners from undertaking their riparian maintenance responsibilities in respect to any watercourse or culvert on or adjacent to the site.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W DM1, W DM2 and W DM3 of the Arun Local Plan. And to ensure that the duties and responsibilities, as required under the Land Drainage Act 1991, and amended by the Flood and Water Management Act 2010, can be fulfilled without additional impediment following the development completion. It is considered necessary for this to be a pre-commencement condition to protect existing watercourses prior to the construction commencing.

- 22 Piling and using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: The Ground Investigation Report (09/08/2021) recommends the uses of piles in some parts of the site and therefore this condition is required to ensure that the proposed piling, does not harm groundwater resources in line with paragraph 170 of the National Planning Policy Framework To prevent pollution of groundwater in accordance with Arun Local Plan policy W DM1.

- 23 Construction and demolition work shall be carried out in accordance with the noise mitigation measures in the Noise Assessment (28th October 2021) to control noise from the development on occupants of existing nearby residential properties and future occupants of the new residential properties.

Reason: To protect the amenity of local residents in accordance with Policies QE SP1 and QE DM1 of the Arun Local Plan. This planning condition is required to be pre-commencement to ensure an assessment of noise impacts from development and measures to mitigate impacts are secured prior to works commencing.

- 24 All measures recommended in Appendix A - Construction Dust Mitigation for High Risk Sites of Hydrock's Air Quality Assessment Doc ref WC HYD-XX-ZZ-RP-Y-2003, dated 6 August 2021 shall be implemented across all phases and parts of the development at all times.

Reason: To protect the amenity of local residents in accordance with Policy QE SP1 of the Adopted Arun Local Plan

4. A 'Verification Plan' providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Note: Any changes to these components, (1) to (4) require the express written consent of the Local Planning Authority.

The scheme shall be implemented as approved.

Reason: The Ground Investigation Report (09/08/2021) details historic unpermitted landfilling on site, including the deposit of animal wastes and motor vehicles. In addition the site has been used for light industrial purposes including a vehicle repair workshop and for equestrian purposes. Therefore this condition is required to ensure that the development does not contribute to, or is not put at unacceptable risk from/adversely affected by, unacceptable levels of water pollution in line with paragraph 170 of the National Planning Policy Framework. To protect the amenity of local residents in accordance with Policy QE DM4 of the Arun Local Plan. This condition is required to be pre-commencement to ensure any contamination on site is appropriately remedied prior to works commencing.

- 29 Prior to any part of the development being occupied, a Verification Report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of that remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. The report shall also include a 'long-term monitoring and maintenance plan' for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification report, and for the reporting of this in writing to the Local Planning Authority.

Reason: To ensure that the site does not pose any further risk to human health or the water environment by demonstrating that the requirements of the approved verification plan have been met and that remediation of the site is complete. This is in line with paragraph 170 of the National Planning Policy Framework. To protect amenities in accordance with Policy QE DM4 of the Arun Local Plan.

- 30 If during development, any visible contaminated or odorous material, (for example, asbestos containing material, stained soil, petrol / diesel / solvent odour, underground tanks or associated pipework) not previously identified, is found to be present at the site, no further development (unless otherwise expressly agreed in writing with the Local Planning Authority) shall be carried out until it has been fully investigated using suitably qualified independent consultant(s). The Local Planning Authority must be informed immediately of the nature and degree of the contamination present and a method statement detailing how the unsuspected contamination shall be dealt with must be prepared and submitted to the Local Planning Authority for approval in writing before being implemented. If no such contaminated material is identified during the development, a statement to this effect must be submitted in writing to the Local Planning Authority.

Reason: To protect the amenity of local residents in accordance with Policy QE DM4 of the Adoption Arun Local Plan 2011 - 2031. To ensure that the development does not contribute to, is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site. This is in line with paragraph 170 of the National Planning Policy Framework.

- 31 The installation of lighting shall accord with the details set out in the submitted Lighting Report published by Joseph Lighting only and maintained as such at all times thereafter. Should

additional lighting be required to serve individual dwellings hereby approved by this permission, any such lighting shall accord with the specifications contained within the above published report only and maintained as such at all times thereafter.

The approved installation shall be maintained and operated in accordance with the approved details unless the Local Planning Authority gives its written consent to a variation.

Reason: To protect the amenity of local residents and protected species in accordance with Policies QE SP1, QE DM2 and ENV DM5 of the Arun Local Plan.

- 32 Landscaping (hard and soft) shall be carried out in accordance with the details to be submitted to, and agreed in writing, with the Local Planning Authority, prior to the commencement of development.

All planting, seeding or turfing comprised in the approved details shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy D DM1 and ENV DM4 of the Arun Local Plan. This is required to be a pre-commencement condition to ensure the planting can be agreed with the materials palette of the buildings.

- 33 No trees/or bushes/growing/and to be retained/on the site shall be damaged, uprooted, felled, topped or lopped without the prior written consent of the Local Planning Authority until 2 years after completion of the development hereby permitted. Any trees removed without such consent or being severely damaged or becoming seriously diseased or dying before the end of that period shall be replaced with trees of such size and species as may be agreed with the Local Planning Authority.

Reason: To ensure the retention of vegetation important to the visual amenity and for the environment of the development in accordance with policies D DM1 and ENV DM4 of the Arun Local Plan.

- 34 No development including site access, demolition or associated construction activities shall commence unless and until all the existing trees/bushes/hedges to be retained on the site have been protected in accordance with an Arboricultural Method Statement and Tree Protection Plan (in accordance with the Arboricultural Method Statement Heads of Terms) submitted to and approved by the Local Planning Authority. The development shall be undertaken in accordance with the details so approved. Within the areas so fenced off the existing ground must not be cultivated, nor must it be lowered or raised or added to by the importation and spreading of top soil unless agreed by the Local Planning Authority. There must be no materials, temporary buildings, plant machinery or surplus soil shall be placed or stored thereon without prior written approval of the Local Planning Authority.

No trenching should occur within the protective fencing surrounding the Root Protection Area. If roots requiring severance to allow for the passage of services is necessary then an arboriculturist would be required to assess and determine whether the loss of the roots would be detrimental to the continued health and stability of the affected tree.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area in accordance with policy ENV DM4 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as the protection and retention of trees

goes to the heart of the planning permission.

- 35 A Construction Environmental Management Plan (CEMP: Biodiversity) shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of demolition.

The CEMP (Biodiversity) shall include the following.

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones", including measures to protect Lidsey Rife.
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.
- i) Containment, control and removal of any invasive non-native species present on site

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority

Reason: To conserve protected and Priority species and allow the Local Planning Authority to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species). This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with national guidance and Policy ENV SP1 and ENV DM5 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as the protection biodiversity goes to the heart of the planning permission

- 36 A Landscape and Ecological Management Plan (LEMP) shall be submitted to, and be approved in writing by, the Local Planning Authority prior occupation of the development.

The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason: To allow the Local Planning Authority to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species). This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with national guidance and Policy ENV SP1 and ENV DM5 of the Arun Local Plan.

- 37 Prior to any works above slab level a Biodiversity Enhancement Strategy (in accordance with the Ecological Impact Assessment (October 2021)) for protected and priority species shall be submitted to and approved in writing by the Local Planning Authority.

The content of the Biodiversity Enhancement Strategy shall include the following:

- a) Purpose and conservation objectives for the proposed enhancement measures;
- b) Detailed designs to achieve stated objectives;
- c) Locations, orientations and heights of proposed enhancement measures by appropriate maps and plans;
- d) Timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
- e) Persons responsible for implementing the enhancement measures;
- f) Details of initial aftercare and long-term maintenance (where relevant).

The works shall be implemented in accordance with the approved timings and details and shall be retained in that manner thereafter.

Reason: To enhance protected and Priority species & habitats and allow the Local Planning Authority to discharge its duties under the NPPF 2021 and s40 of the NERC Act 2006 (Priority habitats & species). This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with national guidance and Policy ENV SP1 and ENV DM5 of the Arun Local Plan.

- 38 The development shall be undertaken in accordance with the mitigation measures set out in the Ecological Impact Assessment (October 2021) and maintained in perpetuity, where required, at all times thereafter.

Reason: To protect local wildlife and protected species, in accordance with the relevant legislation and policy ENV DM5 of the Arun Local Plan.

- 39 No removal of hedgerows, trees or shrubs, brambles, ivy and other climbing plants shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the Local Planning Authority.

Reason: To allow the Local Planning Authority to discharge its duties under the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species).

- 40 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources (as described in the glossary at Annex 2 of the National Planning Policy Framework).

Details and a timetable of how this is to be achieved, including details of physical works on site, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The development shall be implemented in accordance with the approved details and timetable and retained as operational thereafter.

Reason: In order to secure a reduction in the use of energy at the site in accordance with national planning policy and policy ECC SP2 of the Arun Local Plan. This is required to be a pre-commencement condition because the approved measures may need to be built into the fabric of the buildings.

- 41 Prior to the occupation of any part of the development, a strategy for the provision of the highest available headline speed of broadband provision to future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall be submitted to and approved in writing by the Local Planning Authority.

The strategy shall take into account the timetable for the delivery of 'superfast broadband' (defined as having a headline access speed of 24Mb or more) in the vicinity of the site (to the extent that such information is available). The strategy shall seek to ensure that upon occupation of a dwelling, the provision of the highest available headline speed of broadband service to that dwelling from a site-wider network is in place and provided as part of the initial highway works and in the construction of frontage thresholds to dwellings that abut the highway. Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site will continue in accordance with the approved strategy.

Reason: To safeguard the amenities of future residents in accordance with Arun Local Plan policy TEL SP1.

- 42 Prior to commencement of development the applicant shall prepare and submit for approval to the Local Planning Authority an Employment and Skills Plan. Following approval of the Employment and Skills Plan the development will implement and promote the objectives of the approved plan.

Reason: In accordance with Policy SKILLS SP1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as it relates to the construction phase of development and to ensure measures are in place so that local crafts people and apprentices are employed on the development.

- 43 Prior to the commencement of the development details showing the proposed location and phasing of the required fire hydrants shall be submitted to and approved in writing by the Local Planning Authority in consultation with West Sussex County Council's Fire and Rescue Service. These approvals shall not be unreasonably withheld or delayed.

Prior to the first occupation of any dwelling forming part of the proposed development that they will at their own expense install the required fire hydrants (or in a phased programme if a large development) in the approved location to BS 750 standards or stored water supply and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of firefighting.

The fire hydrant shall thereafter be maintained as part of the development by the water undertaker at the expense of the Fire and Rescue Service if adopted as part of the public mains supply (Fire Services Act 2004) or by the owner / occupier if the installation is retained as a private network.

As part of the Building Regulations 2004, adequate access for firefighting vehicles and equipment from the public highway must be available and may require additional works on or off site, particularly in very large developments. (BS5588 Part B 5) for further information please contact the Fire and Rescue Service.

If a requirement for additional water supply is identified by the Fire and Rescue Service and is

subsequently not supplied, there is an increased risk for the Service to control a potential fire. It is therefore recommended that the hydrant condition is implemented

Reason: In the interests of amenity and in accordance with policy INF SP1 and T SP1 of the Arun Local Plan 2011-2031 and in accordance with The Fire & Rescue Service Act 2004.

INFORMATIVE: This permission conveys consent under planning legislation only and contravention with other legislation e.g. protection of wildlife etc. should be considered.

INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to the matters detailed in the corresponding Officer's Report.

INFORMATIVE: This notice does not give authority to destroy or damage a bat roost or disturb a bat. Bat species are protected under Section 39 of the 1994 Conservation (Natural Habitats etc) Regulations (as amended), the 1981 Wildlife and Countryside Act (as amended) and the 2000 Countryside and Rights of Way Act. It is illegal to damage or destroy any bat roost, whether occupied or not, or disturb or harm a bat. If you are aware that bats roost in a tree(s) for which work is planned, you should take further advice from Natural England (via the Bat Conservation Trust on 0345 1300228) or an ecological consultant before you start. If bats are discovered during the work, you must stop immediately and contact Natural England before continuing.

INFORMATIVE: The applicant should note that under Part 1 of the Wildlife and Countryside Act 1981, with only a few exceptions, it is an offence for any person to intentionally take, damage or destroy the nest of any wild birds while the nest is in use or being built. Birds nest between March and September and therefore removal of dense bushes, ivy or trees or parts of trees etc. during this period could lead to an offence under the act.

INFORMATIVE: The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact the Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

INFORMATIVE: The applicant is advised to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the proposed adoptable on-site highway works. The applicant is requested to contact the Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that any works commenced prior to the S38 agreement being in place are undertaken at their own risk.

Temporary directional signs to housing developments (Major apps only 10 units +)

The applicant is advised that they must apply and obtain approval from West Sussex County Council as Highway Authority for all temporary directional signs to housing developments that are to be located on the highway. Further details of the process and how to apply are available here:

<https://www.westsussex.gov.uk/roads-and-travel/information-for-developers/temporarydevelopment-signs/#overview>

INFORMATIVE: Section 59 of the 1980 Highways Act - Extra-ordinary Traffic

The applicant is advised to enter into a Section 59 Agreement under the 1980 Highways Act, to cover the increase in extraordinary traffic that would result from construction vehicles and to enable the recovery of costs of any potential damage that may result to the public highway as a direct consequence of the

construction traffic. The Applicant is advised to contact the Highway Officer (01243 642105) in order to commence this process.

INFORMATIVE: Works within the Highway - Implementation Team

The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

INFORMATIVE: Provision of Adoptable Highway

The applicant is required to enter into a legal agreement with West Sussex County Council, as Highway Authority, should they wish to offer any internal roads for adoption or other infrastructure being offered to the Highway Authority under S38 of the Highways Act 1980. The applicant should contact the Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that any works commenced prior to the S38 agreement being in place are undertaken at their own risk.

INFORMATIVE: Temporary Works Required During Construction

The applicant is advised of the requirement to enter into early discussions with and obtain the necessary licenses from the Highway Authority to cover any temporary construction related works that will obstruct or affect the normal operation of the public highway prior to any works commencing. These temporary works may include, the placing of skips or other materials within the highway, the temporary closure of on-street parking bays, the imposition of temporary parking restrictions requiring a Temporary Traffic Regulation Order, the erection of hoarding or scaffolding within the limits of the highway, the provision of cranes over-sailing the highway.

INFORMATIVE: Temporary Developer Signage

The applicant is advised that the erection of temporary directional signage should be agreed with the Local Traffic Engineer prior to any signage being installed. The applicant should be aware that a charge will be applied for this service. Temporary directional signs to housing developments (Major apps only 10 units +) The applicant is advised that they must apply and obtain approval from West Sussex County Council as Highway Authority for all temporary directional signs to housing developments that are to be located on the highway. Further details of the process and how to apply are available here <https://www.westsussex.gov.uk/roads-and-travel/information-for-developers/temporarydevelopment-signs/#overview>

INFORMATIVE: Structures Check

The applicant is advised that the proposed structures are, at an appropriate time, required to be subject to the Technical Approval process as specified within BD 2/12 of the Design Manual for Roads and Bridges. The applicant should contact the WSCC Structures team to commence this process when ready. The applicant should note that the failure to obtain TA may prevent the future adoption of the structure as public highway or incur additional works to bring the works up to a suitable standard.

INFORMATIVE: Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The infiltration tests must be carried out in accordance with BRE365, CIRIA R156 or a similar approved method. All design storms must include a climate change allowance of 40% on stored volumes or rainfall intensity. Infiltration structures must cater for the critical 1 in 10 year storm event, (plus 40%) between the invert of the entry pipe to the soakaway and the base of the structure. The design must also have provision to ensure there is capacity in the system to contain the critical 1 in 100 year storm event (plus 40%).

Adequate freeboard must be provided between the base of the soakaway structure and the highest recorded annual groundwater level identified in that location. Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest groundwater table in support of the design. The applicant is advised to discuss the extend of ground water monitoring with the council's engineers.

Supplementary guidance notes regarding surface water drainage are located at <https://www.arun.gov.uk/drainage-planning-consultations> on Arun District Council's website. A surface water

drainage checklist is available on Arun District Council's website, this should be submitted with a Discharge of Conditions Application.

INFORMATIVE: Under Section 23 of the Land Drainage Act 1991 Land Drainage Consent must be sought from the Lead Local Flood Authority (West Sussex County Council), or its agent (Arun District Council land.drainage@arun.gov.uk), prior to starting any works (temporary or permanent) that affect the flow of water in an ordinary watercourse. Such works may include culverting, channel diversion, discharge of flows, connections, headwalls and the installation of trash screens.

The development layout must take account of any existing watercourses (open or culverted) to ensure that future access for maintenance is not restricted. No development is permitted within 3m of the bank of an ordinary watercourse, or 3m of a culverted ordinary watercourse.

INFORMATIVE: A surface water drainage verification condition guidance note is available at <https://www.arun.gov.uk/drainage-planning-consultations>, this clearly sets out our requirements for discharging this condition

INFORMATIVE: The granting of this planning permission does not in any way indemnify against statutory nuisance action being taken should substantiated complaints within the remit of the Environmental Protection Act 1990 be received.

INFORMATIVE: The owner(s) of any commercial property (warehouses, offices, etc.) built before 2000 are legally obliged to hold a copy of an asbestos register for each property in their portfolio. As the proposed development is being renovated to residential, the Council need to be satisfied that if any asbestos previously identified is still present, it is either removed or suitably managed to minimise risk to human health as there is no safe threshold for asbestos exposure. A copy of the asbestos register, and any remedial strategy (where appropriate), must be provided in writing to the Local Planning Authority prior to any works commencing.

Reason: To protect the amenity of local residents in accordance with Policy QE DM4 of the Adoption Arun Local Plan 2011 - 2031.

INFORMATIVE: Environmental Permit

If in the course of development, you intend to connect the new Attenuation Basin to the Main River, develop new outfalls or work on a new bridge, a Flood Risk Activity Permit may be required.

The Environmental Permitting (England and Wales) Regulations 2016 require a permit or exemption to be obtained for any activities which will take place:

- on or within 8 metres of a main river (16 metres if tidal)
- on or within 8 metres of a flood defence structure or culverted main river (16 metres if tidal)
- on or within 16 metres of a sea defence
- involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
- in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission

For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activitiesenvironmental-permits> or contact our National Customer Contact Centre on 03708 506 506 (Monday to Friday, 8am to 6pm) or by emailing enquiries@environmentagency.gov.uk. The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.



Neil Crowther
Group Head of Planning

Case Officer: Mr D Easton

Decision Issued:

Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, and you want to appeal against this planning application decision, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against this planning application decision, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Otherwise, if you want to appeal against this decision then you must do so within 6 months of the date of this notice.

Appeals must be using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <http://acp.planninginspectorate.gov.uk>

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must send notice to the Local Planning Authority and Planning Inspectorate(inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details can be found at www.GOV.uk

PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skips on

highway land).

Executed as a Deed by CLIFFORD SIDNEY WEBB in
the presence of

Full Name (Witness)

wannops LLP
54 High Street
Bognor Regis
West Sussex
PO21 1SP

Address (Witness)

Executed as a deed by affixing the common seal
of ARUN DISTRICT COUNCIL
in the presence of:

Seal Number:

121/2023

Authorised Signatory:

Name of Authorised Signatory:

SYINA AHMED
SOUTH

Executed as a deed by affixing the common seal
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

Seal Number:

Authorised Signatory:

Name of Authorised Signatory:

JONATHAN BROWN

Executed as a deed by
C.C. Projects
acting by two directors:

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)
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