

DATED *30th April* 2018

STUART ROLAND WINCELL, DAVID DEADMAN, JAMES ROBERT ROBINSON

and

TAYLOR WIMPEY UK LIMITED

and

ARUN DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

DEED OF VARIATION PURSUANT TO SECTION 106A OF
THE TOWN AND COUNTRY PLANNING ACT 1990

relating to land at

**NYTON ROAD AND NORTHFIELDS LANE, WESTERGATE AND LAND OFF FONTWELL
AVENUE, ALDINGBOURNE, WEST SUSSEX**

DATED:

30th April 2018

PARTIES

- (1) **STUART ROLAND WINCELL** of Nyton Nursery, Nyton Road, Westergate, Chichester, West Sussex, PO20 6UQ, **DAVID DEADMAN** of 8 Hook Lane, Pagham, Bognor Regis, West Sussex, PO21 3NY and **JAMES ROBERT ROBINSON** of Hill View, Eastergate Lane, Eastergate, Chichester, West Sussex, PO20 3SJ (together the "Original Owners" and "the Chargee");
- (2) **TAYLOR WIMPEY UK LIMITED** (Company Registration Number 01392762) whose registered office is situated Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("Taylor Wimpey");
- (3) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("ADC"); AND
- (4) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19 1RQ ("WSCC")

BACKGROUND

- (A) ADC is the local planning authority and authority responsible for housing and public open spaces including culture, leisure and sports facilities.
- (B) WSCC is the county planning authority, the highway authority, the education authority and the authority responsible for the provision of libraries and fire and rescue services.
- (C) The Owners (as defined below) are the registered proprietors of the Land.
- (D) Land Fund Limited ("the Applicant") no longer has a legal interest in the Land.
- (E) By virtue of three separate transfers dated 26 June 2017 Taylor Wimpey acquired the majority of the Land from the Original Owners. The Original Owners have each retained control strips being a 0.350 metre strip of land comprising part of the Land. The Original Owners and Taylor Wimpey are for the purposes of this Deed the Owners.
- (F) The Chargees each separately have a charge over the parts of the Land originally in their ownership at the date of the Section 106 Agreement.
- (G) The Original Owners and the Applicant entered into the Section 106 Agreement (defined below) with ADC and WSCC as a prerequisite to the grant of planning permission on appeal reference APP/C3810/A/14/2217385.
- (H) The Owners, ADC and WSCC have agreed that the Section 106 Agreement shall be varied in respect of those matters set out in this Deed of Variation and the parties to this Deed have therefore agreed that the Section 106 Agreement shall be varied as follows:

IT IS AGREED AS FOLLOWS

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Deed of Variation, unless the context otherwise requires:

"the Section 106 Agreement" means an agreement dated 20 November 2014 made between (1) Stuart Roland Wincell, David Deadman, James Robert Robinson (2) Land Fund Limited (3) Derek Ernest Charles Woodcock and Stuart Roland Wincell (4) Arun District Council and (5) West Sussex County Council relating to the Land and a copy of

which original s106 Agreement is annexed hereto for ease of reference;

- 1.1.1 References to clauses paragraphs and schedules are references to those in the Section 106 Agreement; and
- 1.1.2 Words and phrases whose meanings are not varied by this Deed of Variation have the same meanings as in the Section 106 Agreement
- 1.2 This Deed is supplemental to the Section 106 Agreement and which binds each and every part of the Land
- 1.3 This Deed of Variation is entered into by the parties pursuant to Section 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972 and all other enabling powers

2. VARIATION TO THE SECTION 106 AGREEMENT

IT IS HEREBY AGREED between the parties that from the date of this Deed of Variation the Section 106 Agreement shall be varied by this Deed of Variation and shall take effect as from and including today's date as follows:

- 2.1 The definition of "Affordable Housing Units" shall be deleted and replaced with the following:

"Affordable Housing Units" means eighty (80) of the Dwelling Units to be provided as Affordable Housing in accordance with the terms of this Agreement comprising 60 Dwelling Units for senior living (Affordable Rent and Intermediate Housing) and 20 Dwelling Units for Intermediate Housing
- 2.2 The definition of "Local Strategic Statement" shall be deleted
- 2.3 The definition of "Strategic Highways Infrastructure Contribution" shall be deleted
- 2.4 The definition of "WSCC Contributions" shall be deleted and replaced with the following:

means the Controlled Crossing Contribution, the Cycle Link Contribution, the Fire and Rescue Contribution, the Library Contribution, the Primary Education Contribution and the Public Transport Contribution
- 2.5 Clause 6 of the Section 106 Agreement shall be deleted and replaced with the following:

The Owners covenant with WSCC to comply with the provisions of Schedules 7 (WSCC Contributions), 8 (Highway Works), 9 (Community Bus Service), 10 (Travel Plan) and 11 (Fire Hydrants)
- 2.6 Schedule 6 of the Section 106 Agreement shall be deleted and replaced with "Not Used"
- 2.7 The parties agree that except as varied by this Deed of Variation, the Section 106 Agreement shall remain in full force and effect and not be brought to an end pursuant to any clause in the Section 106 Agreement
- 2.8 Nothing in this Deed of Variation affects ADC's or WSCC's powers in respect of any antecedent breach or omission in relation to the Section 106 Agreement

3. REGISTRATION

This Deed of Variation shall be registered as a local land charge by ADC under the Local Land Charges Act 1975

4. THIRD PARTY RIGHTS

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999

5. JURISDICTION

This Deed of Variation is governed by and interpreted in accordance with the laws of England and Wales

6. LEGAL COSTS

On the completion of this Agreement the Developer shall pay to ADC £450 in respect of its reasonable legal costs and WSCC its reasonable legal costs in dealing with the approval and completion of this Agreement

IN WITNESS whereof the parties have executed this Deed of Variation the day and year first before Written

Executed as a deed by
STUART ROLAND WINCELL

In the presence of:

Signature of witness:

Name: *Sophie Stephens*

Address: *1 Cardinals Drive, Popham, PO21 4QF*

Occupation *Personal Assistant*

Executed as a deed by

DAVID DEADMAN

In the presence of:

Signature of witness:

Name: *Sophie Stephens*

Address: *1 Cardinals Drive, Popham, PO21 4QF*

Occupation *Personal Assistant*

Executed as a deed by

JAMES ROBERT ROBINSON

In the presence of:

Signature of witness:

Name: *Sophie Stephens*

Address: *1 Cardinals Drive, Popham, PO21 4QF*

Occupation *Personal Assistant*

SIGNED AS A DEED by

TAYLOR WIMPEY UK LIMITED

acting by its attorneys in the presence of

First Attorney

MICHAEL DONE
ATTORNEY

Second Attorney

Witness

**COLVEDENE COURT, W
BUSINESS PARK, COL
COMMON, NANTS SO21 1WP**

na Hazell
Attorney

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:

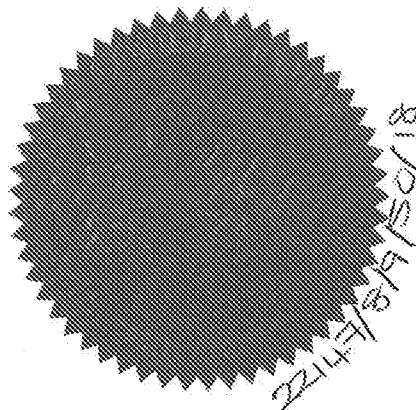
Seal Book No: 160/2018

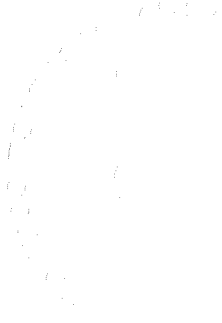
Authorised Signatory signature

Name APRIL HERSMAN

Job Title LAWYER

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:





Dated: 20 November 2014

- (1) STUART ROLAND WINCELL, DAVID DEADMAN,
JAMES ROBERT ROBINSON
 - (2) LAND FUND LIMITED
 - (3) DEREK ERNEST CHARLES WOODCOCK AND STUART ROLAND WINCELL
 - (4) ARUN DISTRICT COUNCIL
 - (5) WEST SUSSEX COUNTY COUNCIL
-

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Nyton Road and Northfields Lane, Westergate
and Land off Fontwell Avenue, Aldingbourne,
West Sussex

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: AL/61/13

hereby certified that this
is a true copy of the original
document


Crawley RH11 7FZ

This Agreement is dated

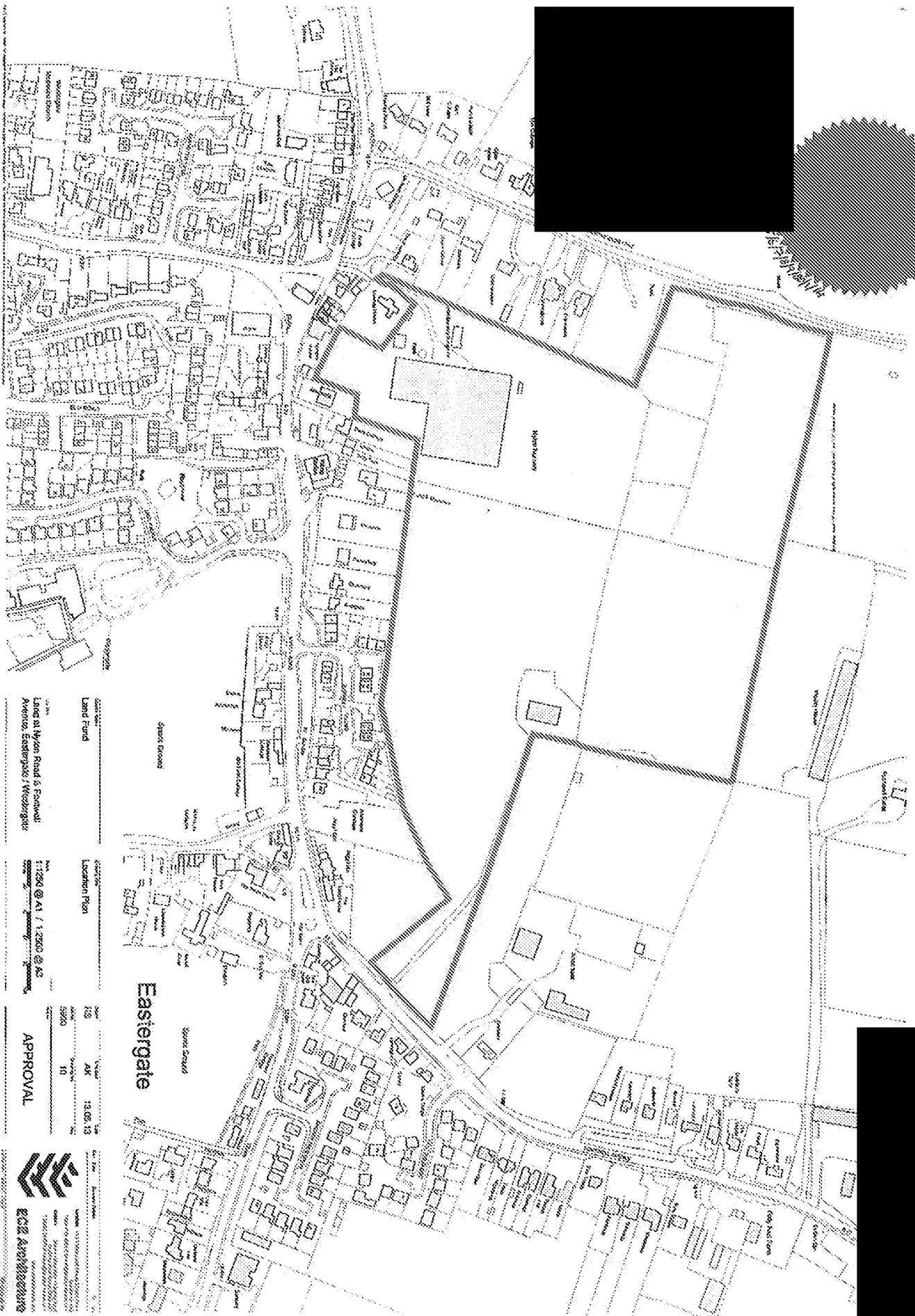
20 November

2014 and is made between:

- 1 **STUART ROLAND WINCELL** of Nylon Nursery, Nylon Road, Westergate, Chichester, West Sussex, PO20 6UQ, **DAVID DEADMAN** of 8 Hook lane, Pagham, Bognor Regis, West Sussex, PO21 3NY and **JAMES ROBERT ROBINSON** of Hill View, Eastergate Lane, Eastergate, Chichester, West Sussex, PO20 3SJ (together the "Owners")
- 2 **LAND FUND LIMITED** (company number 06994806) whose registered office is at 1 Fountain Court, Steelhouse Lane, Birmingham, West Midlands, B4 6DR ("the Applicant")
- 3 **DEREK ERNEST CHARLES WOODCOCK AND STUART ROLAND WINCELL** as Trustees of the Dorothy Alison Alred Personal Injury Settlement c/o George Ide LLP, 52 North Street, Chichester, West Sussex, PO19 1NQ ("the Chargee")
- 4 **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("ADC")
- 5 **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19 1RQ ("WSCC")

1. **Background**

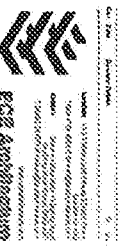
- 1.1 The Owners are the registered proprietors under title numbers WSX227636, WSX234664 and WSX348091 of land at Nylon Road and Northfields Lane, Westergate and Land off Fontwell Avenue, Aldingbourne, West Sussex shown for identification purposes only edged red on the attached plan ("the Land").
- 1.2 The Owners and the Applicant have entered into a promotion agreement dated 10th April 2013 ("the Promotion Agreement") for the development of the Land.
- 1.3 The Chargee has the benefit of a registered charge over title number WSX227636, which forms part of the Land.



Land Fund
Landed at Hydon Road & Forewell
Avenue, Eastergate, Westwicks

Location Plan
1:1250 @ A1 / 1:2500 @ A2

APPROVAL



- 1.4 ADC is the local planning authority and authority responsible for housing and public open spaces including culture, leisure and sports facilities and liaison with the National Health Service (NHS) and transfer of the NHS Contribution to the NHS.
- 1.5 WSCC is the county planning authority, the highway authority, the education authority and the authority responsible for the provision of libraries and fire and rescue services.
- 1.6 The Applicant has by planning application number AL/61/13 applied to ADC for outline planning permission with some matters reserved to develop the Land for the Development.
- 1.7 On 14 February 2014 ADC issued notice of its refusal to grant planning permission pursuant to the Application.
- 1.8 The Applicant has lodged the Appeal with the Secretary of State against ADC's notice of refusal to grant planning permission.
- 1.9 The Appeal is to be heard at a public inquiry commencing on 18 November 2014 and is to be determined by the Secretary of State.
- 1.10 The Owners and the Applicant have agreed to enter into this Agreement to give planning obligations to ADC and WSCC upon the terms and subject to the conditions herein.

2. Interpretation

In this Agreement:

- 2.1 Words importing the masculine include the feminine and vice versa.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 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 against each individually.
- 2.5 Any reference to a clause or schedule or plan is to one in or attached to this Agreement

- 2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.
- 2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and ADC the successors to their respective functions.

"the Act" means the Town & Country Planning Act 1990

"ADC Contributions" means the Artificial Pitches Contribution, the NHS Contribution, the Public Art Contribution, the Sports Hall Contribution, the Swimming Pool Contribution, the MUGA Contribution and the MUGA Maintenance Contribution as listed within Schedule 4 of this Agreement

"Affordable Housing" means affordable housing as defined in Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time

"Affordable Housing Plan" means a plan identifying the location of the Affordable Housing Units and the Affordable Housing Land to include the tenure of the Affordable Housing Units, plot boundaries, garden areas and the location of parking spaces for each of the Affordable Housing Units

"Affordable Housing Units" means eighty (80) of the Dwelling Units to be provided as Affordable Housing in accordance with the terms of this Agreement comprising 60 Dwelling Units for senior living (Affordable Rent and Intermediate Housing) and 20 Dwelling Units for Affordable Rent and Intermediate Housing

"Affordable Rent" means Affordable Housing let by local authorities or Registered Providers to households who are eligible for social rented housing at rents which are no more than 80% of local market rent (including service charges where applicable)

"agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement

"the Appeal" means the planning appeal made by the Applicant (Reference APP/C3810/A/14/2217385) against the decision of ADC to refuse to grant the planning permission pursuant to the Application

"the Application" means the planning application number AL/61/13 made by the Applicant for outline planning permission to develop the Land

"Artificial Pitches Contribution" means the sum of sixteen thousand nine hundred and forty six pounds (£16,946) to be paid to ADC to be used for the provision of artificial sports pitches in the district of Arun

"Commencement of Development" means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning (General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence Development" shall be accordingly construed

"Community Bus Service" means a mini bus service to run between the Development and Barnham Station for a minimum period of three (3) years from the date the service starts

"Controlled Crossing Contribution" means the sum of one hundred thousand pounds (£100,000) to be paid to WSCC as a contribution towards a controlled/signalised crossing point on the A29 adjacent to Limes Avenue

"County Council Guidance Note" means the guidance note published by the County Council entitled "Guidance Note: The Provision of Fire Hydrants and an Adequate Water Supply for Fire Fighting" or such other publication as may replace it as attached at Appendix 2

"Cycle Link Contribution" means the sum of two hundred and fifty thousand pounds (£250,000) to be paid to WSCC as a contribution towards the construction of the proposed Eastergate to Barnham cycle way/pedestrian link

"the Development" means the development of the Land by the demolition of existing glasshouses, residential bungalow, stables and various outbuildings and residential

development of up to 268 dwellings including 30% affordable housing (incorporating 60 senior living units) with associated access, public open space and landscaping pursuant to the Application or permitted by the Planning Permission or carried out substantially in accordance with the Planning Permission

"Dwelling Unit" means a residential dwelling forming part of the Development and Dwelling Units shall be construed accordingly

"Fire and Rescue Contribution" means the sum of five thousand six hundred and forty seven pounds (£5,647) to be paid to WSCC to be used for the provision or improvement of fire and rescue services in the district of Arun

"Fire Hydrants" means the fire hydrants to be provided within the Development in accordance with the County Council Guidance Note

"Highway Works" means (i) the new site access junction and associated works for widening the footpath southwards to Memorial junction and (ii) the widening of the footway along the northern side of the A29 Nylon Road and conversion to a shared surface pedestrian and cycle route from the pedestrian/cyclist access adjacent to Appogee House to the WSCC proposed controlled/signalised crossing point adjacent to Limes Avenue

"Indicative Dwelling mix" means the indicative dwelling mix set out at Schedule 14

"Intermediate Housing" means Affordable Housing for sale and rent provided at a cost above social rent but below market levels which can include shared equity (shared ownership and equity loans) other low cost homes for sale and intermediate rent but not Affordable Rent

"Library Contribution" means the sum of fifty one thousand two hundred and sixteen pounds (£51,216) to be paid to WSCC and to be used for the provision of library services in the district of Arun

"LEAP" means Local Equipped Area for Play

"Local Strategic Statement" means the Coastal West Sussex and Greater Brighton Local Strategic Statement for Delivering Sustainable Growth 2013-2031 October 2014

"Market Housing Units" means Dwelling Units within the Development which are not Affordable Housing Units

"MUGA" means a multi use games area at Aldingbourne Community Sports Centre or such other site as may be agreed by ADC which shall be hard surfaced and of a design and specification subject to prior approval by ADC

"MUGA Contribution" means the sum of sixty thousand pounds (£60,000) to be paid to ADC and to be used for the provision of the MUGA

"MUGA Maintenance Contribution " means the sum of eight thousand pounds (£8,000) to be paid to ADC and to be used for the future upkeep and maintenance of the MUGA after the provision of the MUGA and for a period of 16 years thereafter (the sum being calculated at £500 per annum for 16 years)

"NEAP" means Neighbourhood Equipped Area for Play

"NHS Contribution" means the sum of one hundred and sixteen pounds seven hundred and twenty seven pounds (£116,727) to be paid to ADC for onward transmission to NHS Property Services (or other relevant NHS body) to be used for the provision of healthcare services or facilities in the district of Arun including an extension to the Croft GP Surgery, Barnham Road, Eastergate

"Occupation" means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing and display or security purposes and Occupy and Occupied shall be construed accordingly

"Planning Inspector" means the person appointed by the Secretary of State to determine the Appeal

"Planning Permission" means the planning permission for the Development granted pursuant to the Appeal

"Primary Education Contribution" means the sum of five hundred and fifty four thousand six hundred and fifty four pounds (£554,654) to be paid to WSCC to be used for the provision of primary education services or facilities within the district of Arun

"Public Open Space" means those areas of the Land to include one NEAP (minimum 1000 sqm) and three LEAPs (minimum 400 sqm) and amenity spaces around the Development

(unless otherwise agreed by ADC) to be provided for use as public open space the location of which is to be set out in reserved matters applications

"Public Art Contribution" means the sum of fifteen thousand pounds (£15,000) to be paid to ADC to be used for the provision of public art within the district of Arun

"Public Transport Contribution" means the sum of fifty thousand pounds (£50,000) to be paid to WSCC as a contribution towards public transport infrastructure improvements (including real time information screens and improved passenger waiting facilities at bus stops close to the Land)

"Qualifying Occupiers" means persons who qualify for Affordable Housing within Schedule 3 to this Agreement and including residents of the Arun district who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income

"Registered Provider" means a registered provider of affordable housing registered under the Housing and Regeneration Act 2008 with the Homes and Communities Agency (or any successor body) who is either on the ADC list of Approved Registered Providers (annexed at Appendix 1) or specifically approved by ADC in writing for the purposes of this Agreement

"Section 278 Agreement" means the agreement or agreements under section 278 of the Highways Act 1980 between the Owners and/or the Applicant and WSCC relating to the Highway Works

"Specified Date" means the date upon which an obligation arising under this Agreement is to be carried out or due to be performed

"Sports Hall Contribution" means the sum of one hundred and twenty two thousand two hundred and sixty pounds (£122,260) to be paid to ADC to be used for the provision or improvement of public sports halls within the district of Arun

"Strategic Highways Infrastructure Contribution" means the sum of five thousand pounds per Dwelling Unit as a contribution towards improvements to the A29 in accordance with the provisions of the Local Strategic Statement and to be used solely for such purposes

"Swimming Pool Contribution" means the sum of ninety three thousand two hundred and eighty three pounds (£93,283) to be paid to ADC to be used for the provision or improvement of public swimming pools within the district of Arun

"Travel Plan" means a plan for the purpose of securing a modal shift away from the use of the private car in relation to the Development incorporating the measures set out in Schedule 10

"WSCC Contributions" means the Controlled Crossing Contribution, the Cycle Link Contribution, the Fire and Rescue Contribution, the Library Contribution, the Primary Education Contribution the Public Transport Contribution and the Strategic Highways Infrastructure Contribution

3. Enabling Provisions

- 3.1 This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not.
- 3.2 The obligations in this Agreement shall be enforceable in accordance with the provisions of Section 106 (3) of the Act.

4. Commencement

- 4.1 This Agreement shall come into effect upon the date of this Agreement but the obligations in clauses 5 6 7 and 8 are conditional on the grant of the Planning Permission and shall become effective only on the Commencement of Development or as otherwise specified in the Schedules to this Agreement.
- 4.2 On Commencement of Development the Owners will give to ADC and WSCC notice in writing of that commencement in the form of The Commencement Notice annexed to this Agreement as Schedule 1 addressed to ADC's Head of Planning Services and WSCC's County Planning Officer or equivalent.

5. Owners Covenants in favour of ADC

The Owners covenant with ADC to comply with the provisions of Schedules 3 (Affordable Housing), 4 (ADC Contributions) and 5 (Public Open Space).

6. Owners Covenants in favour of WSCC

The Owners covenant with WSCC to comply with the provisions of Schedules 6 (Strategic Highways Infrastructure Contribution), 7 (WSCC Contributions), 8 (Highway Works), 9 (Community Bus Service), 10 (Travel Plan) and 11 (Fire Hydrants).

7. ADC covenants with the Owners and Applicant

ADC covenants with the Owners and the Applicant to comply with the provisions of Schedule 12 (ADC Covenants).

8. WSCC covenants with the Owners and Applicant

WSCC covenants with the Owners and the Applicant to comply with the provisions of Schedule 13 (WSCC Covenants).

9. Certificates

The Owners agree with ADC and WSCC:

9.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owners shall give to ADC or WSCC notice of the Specified Date not more than seven days after such Specified Date;

9.2 if the Owners fail to give the notice required under this Clause ADC or WSCC shall be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination.

10. Index Linking

10.1 Any sums payable by the Owners under this Agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date
- B is the original sum mentioned in this Agreement
- C is the Building Cost Information Service National All-In Tender Price

- Index for the quarter preceding the Specified Date
- D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement
- C
- D is equal to or greater than 1

- 10.2 The adjustment in this Clause shall only be made where the Specified Date is more than 6 months after the date of this Agreement.

11. Interest

Interest will be paid on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

12. Legal and Administrative Costs

Legal Costs

- 12.1 The Applicant will pay on completion of this Agreement to ADC and WSCC their respective reasonable legal costs incurred in preparing and entering into this Agreement, as follows:

Payee	Sum of legal costs
ADC	£1500
WSCC	£1000

Monitoring Costs

- 12.2 The Owners will pay to ADC on the date of Commencement of the Development a contribution of £250 incurred in monitoring compliance with this Agreement.
- 12.3 The Owners will pay to ADC on the date of Commencement of the Development ADC's additional administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £950.
- 12.4 For the avoidance of doubt the above charges are standard charges that shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be

incurred in pursuing full compliance with this Agreement whether through the courts or otherwise.

13. Payment Notice

All payments due under this Agreement shall be forwarded to the payee and shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed.

14. General

The parties agree that:

- 14.1 Nothing in this Agreement constitutes or constitutes an obligation to grant planning permission.
- 14.2 Nothing in this Agreement grants planning permission or any other approval consent or permission required from ADC or WSCC in the exercise of any other statutory function.
- 14.3 Nothing in this Agreement fetters or restricts the exercise by ADC or WSCC of any of their powers.
- 14.4 The obligations contained in Clauses 5 and 6 are planning obligations for the purpose of Section 106 of the Act.
- 14.5 This Agreement constitutes a deed.
- 14.6 This Agreement is enforceable by ADC as to Clause 5 and by WSCC as to Clause 6.
- 14.7 Nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 14.8 This Agreement shall apply to the Development as authorised by the Planning Permission issued pursuant to the Planning Application or to the Development after variation or renewal of the Planning Permission from time to time.
- 14.9 This Agreement is a Local Land Charge and shall be registered as such.

- 14.10 Following the performance and satisfaction of all the obligations contained in this Agreement ADC shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 14.11 This Agreement shall not be enforceable against residential owners or occupiers or tenants of Dwelling Units constructed pursuant to the Planning Permission or any person deriving title from them.
- 14.12 None of the Owners shall be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after that Owner shall have parted with their entire interest in the Land or such part of the Land to which such breach relates save in respect of liability for antecedent breach of this Agreement.
- 14.13 None of the Owners shall be liable for any breach of the restrictions and obligations set out in this Agreement in respect of any part of the Land in which they do not have a legal interest.
- 14.14 No covenants or obligations contained in this Agreement shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational land as defined in Section 262 of the Act.
- 14.15 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 14.16 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of the Development.
- 14.17 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from ADC or WSCC under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 14.18 Any notices required to be served under this Agreement shall be deemed to be validly served if sent by recorded delivery to the principal address or registered office of the relevant party.

- 14.19 Nothing in this Agreement shall prohibit or limit the right to develop the Land or 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 Agreement.

15 Dispute Resolution

- 15.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 15.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.
- 15.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 15.4 Nothing in Clauses 15.1 and 15.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

16. Applicant's Consent

The Applicant acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Land shall be bound by the obligations contained in this Agreement PROVIDED THAT the Applicant shall have no liability for any breach of the restrictions and obligations set out in this Agreement unless and until it acquires a freehold or leasehold interest in the Land in which case it acknowledges that it will be bound by the terms of this Agreement as a successor in title to the Owners.

17. Chargee's Consent

The Chargee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Land shall be bound by the obligations contained in this Agreement PROVIDED THAT the Chargee shall have no liability for any breach of the restrictions and obligations set out in this Agreement unless and until it acquires a freehold

or leasehold interest in the Land in which case it acknowledges that it will be bound by the terms of this Agreement as a successor in title to the Owners.

18. CIL Regulations and Severance

18.1 In the event that there is an express finding within the decision of the Planning Inspector that one or more of the obligations in this Agreement does not meet the statutory tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010/948) then (without prejudice to the legal effect of the remainder of this Agreement) the relevant individual obligation shall not take effect.

18.2 In the event that ADC adopts a Charging Schedule under the Community Infrastructure Levy Regulations 2010 (SI 2010/948) prior to Planning Permission being granted, the Owners shall be released from one or more of the obligations in this Agreement that relate to an item or project included on ADC's regulation 123 list of infrastructure.

19. Jurisdiction

This Agreement is governed by and interpreted in accordance with the law of England.

20. Delivery

The provisions of this Agreement shall be of no effect until it has been dated (apart from this clause which shall be of immediate effect).

SCHEDULE 1

Commencement Notice

Pursuant to Clause [] in Planning Obligation Described Below

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

Dated this _____ day of _____ 20

Signed _____

On Behalf Of: _____

To:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF (DX: 57406 Littlehampton) [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ (DX: 30330 Chichester)
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

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

Please answer all the questions.

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

[a]	clause no.	
[b]	contribution towards	
[c]	amount of contribution due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	
[f]	amount of monitoring sum	

SCHEDULE 3

AFFORDABLE HOUSING

The Owners covenant with ADC as follows :-

1. Obligation to Provide Affordable Housing

- 1.1 Not to Commence the Development until an Affordable Housing Plan has been submitted to ADC and the said Affordable Housing Plan has been approved in writing by ADC ("the Approved Affordable Housing Plan").
- 1.2 To provide the Affordable Housing Units in accordance with Approved Affordable Housing Plan (subject to any amendments agreed by ADC in writing).
- 1.3 Not to Occupy or permit or allow the Occupation of any of the Market Housing Units without first having procured the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 165 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing with ADC).
- 1.4 Not to Occupy or allow or permit the Occupation of more than 50 % of the Market Housing Units unless and until the Affordable Housing Units have been constructed and are ready for Occupation.
- 1.5 With effect from the date on which they are completed the Affordable Housing Units shall not be Occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Affordable Housing Units but to all subsequent Occupiers of them.

2. Mechanics and Terms of Transfer

First Offer

- 2.1 The Owners shall make an offer to a Registered Provider which offer shall include
 - (a) sale of land contract
 - (b) A draft transfer

- 2.2 Such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made ("the offer date").

Second Offer

- 2.3 In the event that the first offer made in accordance with the above is not accepted within 3 months of the offer date then the Owners shall make a second offer to another Registered Provider for the sale or lease of the Affordable Housing Units not later than one month after the expiry of the first offer period ("the second offer") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made.

Commuted Sum Payable If First And Second Offers Are Not Accepted

- 2.4 In the event of the second offer not being accepted within the second offer period then the Owners will pay to ADC a sum equivalent to the cost at that time of providing equivalent affordable housing to the Affordable Housing Units within the District of Arun such sum to be determined independently by the District Valuer.

Nomination Rights

- 2.5 To procure that the Registered Provider grants nomination rights to ADC in relation to the first Occupation of the Affordable Housing Units PROVIDED THAT if ADC do not accept such offer then the Registered Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:
- (i) any family association in the said administrative area in accordance with relevant housing allocation policies;
 - (ii) any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;
 - (iii) any employment opportunity in the locality;
 - (iv) any other connection with the locality

but so that for the avoidance of doubt the satisfaction of such criteria hereof shall be

determined by the body responsible for the allocation of the Affordable Housing Units from time to time.

3 Further Provisions

3.1 Nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on ADC to grant or make available any public subsidy or other financial support (or to assist the Owners in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units.

3.2 The provisions of this Schedule 3 shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

- (i) a statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
- (ii) it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100 per cent.

3.3 In the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by ADC (acting reasonably).

4. Mortgagee in Possession Clauses

4.1 In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Units then any chargee or mortgagee ("the Mortgagee") shall be entitled to exercise its power of sale free from the restrictions set out in this Schedule provided that the Mortgagee shall first have followed the procedure set out below:

4.1.1 The Mortgagee shall give written notice ("the Sale Notice") to ADC of its intention to exercise its power of sale;

4.1.2 At the same time as giving the Sale Notice the Mortgagee shall make an offer ("the Offer") to sell the Affordable Housing Units to ADC for an amount to be agreed or determined ("the Purchase Price");

- 4.1.3 ADC may notify the Mortgagee in writing within one month of the date of the Offer whether or not it wishes to accept the Offer (in the case of an acceptance such acceptance to be conditional upon the Purchase Price being acceptable to ADC);
- 4.1.4 If ADC shall notify the Mortgagee within the time specified in sub-paragraph 4.1.3 that it does not wish to accept the Offer ADC shall then have one month from the date upon which it notifies in writing its refusal of the Offer within which to arrange for the transfer of the Affordable Housing Units in consideration of the Purchase Price to a Registered Provider;
- 4.1.5 If ADC shall notify the Mortgagee within one month of the time specified within sub-paragraph 4.1.3 that it wishes to accept the offer or if within the time specified in sub-paragraph 4.1.4 ADC gives written notice to the Mortgagee that arrangements can be made in accordance with sub-paragraph 4.1.4 then:
- (i) the Mortgagee shall co-operate with ADC to secure the transfer; and
 - (ii) ADC and the Mortgagee shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Units but subject to all or any tenancies of the Affordable Housing Units as may be subsisting at the date of the Sale Notice and disregarding the provisions of paragraph 4 of this Schedule AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an independent surveyor ("the Surveyor") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by ADC and the Mortgagee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties;
- 4.1.6 Subject to the provisions of sub-paragraph 4.1.7 the transfer to ADC or to a Registered Provider shall be completed within two months of the date the Purchase Price is agreed (or such longer period as may be agreed between the Mortgagee and ADC) or determined in accordance with sub-paragraph 4.1.5 (ii) ("the Completion Period");
- 4.1.7 If the Mortgagee does not wish to exercise its power of sale at any time after giving the Sale Notice or the Council does not wish to continue with the exercise of its power under the provisions of paragraph 4.1.6 that party shall give to the other not less than seven days' written notice of its intention to discontinue;

4.1.8 If either:

- (i) ADC fails to give notification to the Mortgagee within the time specified in sub-paragraph 4.1.3 or
- (ii) having given notification of refusal of the Offer in accordance with sub-paragraph 4.1.3 ADC fails to give notification to the Mortgagee within the time specified in sub-paragraph 4.1.3; or
- (iii) ADC having complied with the time periods specified in sub-paragraph 4.1.3 and (in the case of a refusal of the Offer) sub-paragraph 4.1.4 the transfer to either ADC or to a Registered Provider shall not be completed within the Completion Period; or
- (iv) ADC shall serve notice of its intention to discontinue under sub-paragraph 4.1.7

then the Mortgagee shall be under no obligation to sell the Affordable Housing Units either to ADC or to a Registered Provider and shall be entitled to exercise its power of sale without any of the provisions of this Schedule being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto;

4.1.9 ADC shall in formulating or promoting any arrangements referred to in sub-paragraph 4.1.4 give consideration to protecting the interests of the Mortgagee in respect of monies outstanding under the charge or mortgage.

SCHEDULE 4 ADC CONTRIBUTIONS

1. Subject to paragraph 2 below, the Owners covenant with ADC to pay the ADC Contributions to ADC as follows:

- 1.1 To pay the NHS Contribution to ADC on Commencement of the Development
- 1.2 To pay the Swimming Pool Contribution to ADC on first Occupation of the Development
- 1.3 To pay the Sports Hall Contribution to ADC on first Occupation of the Development
- 1.4 To pay the Artificial Pitches Contribution to ADC on first Occupation of the Development
- 1.5 To pay the Public Art Contribution to ADC on first Occupation of the Development
- 1.6 To pay the MUGA Contribution to ADC on first Occupation of the Development
- 1.7 To pay the MUGA Maintenance Contribution on first Occupation of the Development.

2. Adjustment of Contributions

The NHS Contribution, the Swimming Pool Contribution, the Sports Hall Contribution and the Artificial Pitches Contribution depend either on the number and type of Dwelling Units or the likely population of the Development and are based on the Indicative Dwelling Mix. If following reserved matters (or otherwise) the Indicative Dwelling Mix changes the Owners will notify ADC in writing of the new dwelling mix ("the Final Dwelling Mix") and the NHS Contribution will be recalculated based on the Final Dwelling Mix using the NHS formula agreed by the District Valuer current at the time of the recalculation and the Swimming Pool Contribution, the Sports Hall Contribution and the Artificial Pitches Contribution will be recalculated based on the Final Dwelling Mix using the Sport England (or other relevant body) formulae current at the time of the recalculation and the new contribution figures shall replace the contribution figures specified already in this Agreement.

SCHEDULE 5
PUBLIC OPEN SPACE

The Owners covenant with ADC as follows:

1. To submit a proposed specification and management plan for the Public Open Space to ADC with the relevant reserved matters application (or applications) detailing:
 - 1.1 the location of the Public Open Space;
 - 1.2 the equipment to be installed on the Public Open Space;
 - 1.3 the timetable for the delivery and completion of the Public Open Space;
 - 1.4 proposals for the management and maintenance of the Public Open Space for the approval of ADC ("the Public Open Space Specification and Management Plan").
2. To provide lay out complete and manage the Public Open Space in accordance with the approved Public Open Space Specification and Management Plan.
3. To ensure that there is easy public access to the Public Open Space.
4. To establish a suitably financed and equipped management company to be responsible for the continued maintenance of the Public Open Space to the same standard as at the date of the completion of the Public Open Space.

SCHEDULE 6
STRATEGIC HIGHWAYS INFRASTRUCTURE CONTRIBUTION

1. The Owners covenant with WSCC to pay the Strategic Highways Infrastructure Contribution to WSCC within 3 months of the following conditions being satisfied:
 - 1.1 development consent or planning permission is granted for the highways infrastructure improvements to the A29 set out in the Local Strategic Statement;
 - 1.2 all necessary consents and orders are in place to enable the said highway infrastructure improvements to go ahead (including without limitation any necessary compulsory purchase orders);
 - 1.3 WSCC serving written notice on the Owners requiring payment of the Strategic Highways Infrastructure Contribution;

PROVIDED ALWAYS that the obligation to pay the Strategic Highways Infrastructure Contribution shall cease on the 10th anniversary of the date of this Agreement.

SCHEDULE 7
WSCC CONTRIBUTIONS

1. Subject to paragraph 2 below, the Owners covenant with WSCC to pay the WSCC Contributions to WSCC as follows:

- 1.1 To pay the Cycle Link Contribution to WSCC on Commencement of the Development

- 1.2 To pay the Controlled Crossing Contribution to WSCC on Commencement of the Development

- 1.3 To pay the Public Transport Infrastructure Contribution to WSCC on Commencement of the Development

- 1.4 To pay the Fire and Rescue Contribution to WSCC on first Occupation of the Development

- 1.5 To pay the Library Contribution to WSCC on first Occupation of the Development

- 1.6 To pay the Primary Education Contribution to WSCC on first Occupation of the Development

2. **Adjustment of Contributions**

The Fire and Rescue Contribution, the Library Contribution and the Primary Education Contribution depend either on the number and type of Dwelling Units or the likely population of the Development and are based on the Indicative Dwelling Mix. If following reserved matters (or otherwise) the Indicative Dwelling Mix changes the Owners will notify WSCC in writing of the new dwelling mix ("the Final Dwelling Mix") and the said WSCC Contributions will be recalculated based on the Final Dwelling Mix using the WSCC online calculator (or any replacement tool adopted by WSCC for the calculation of developer contributions which is in use as at the date of the recalculation) and the new contribution figures shall replace the contribution figures specified already in this Agreement.

SCHEDULE 8
HIGHWAY WORKS

The Owners covenant with WSCC as follows:

1. Not to Occupy any part of the Development until the Section 278 Agreement has been entered into with the County Council to secure the Highway Works and the Highway Works have been completed to the satisfaction of WSCC.

SCHEDULE 9
COMMUNITY BUS SERVICE

The Owners covenant with WSCC as follows:

1. To provide the Community Bus Service for a period of three (3) years from the date of first Occupation of the Development PROVIDED THAT it is agreed between the parties that there is no obligation to provide the said bus service for any longer duration.

SCHEDULE 10

TRAVEL PLAN

The Owners covenant with WSCC as follows:

1. To provide a Travel Plan on or before the Commencement of the Development for assessment and approval by the County Council's Business Travel Plan Officer.
2. The Travel Plan will include details of any aims and objectives, the appointment of a travel coordinator travel surveys, schemes and measures, marketing and promotion, delivery, action, plan and programming, monitoring, targets and penalties in accordance with the TRICS and SAMS methodology.
3. That the approved Travel Plan will be in place within three (3) months after the Occupation of the Development.

SCHEDULE 11

FIRE HYDRANTS

The Owners covenant with WSCC as follows:

1. Prior to Commencement of Development to submit to WSCC for its approval a proposal for:
 - 1.1. the location and installation of a sufficient number of fire hydrants for the Development in accordance with the County Council Guidance Note; and
 - 1.2. suitable access for fire brigade vehicles and equipment to the reasonable satisfaction of WSCC.
2. Prior to first Occupation of the Development the Owners will at their own expense install the fire hydrants in the approved location and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

SCHEDULE 12
ADC COVENANTS

ADC covenants with the Owners and the Applicant as follows:

1. To use its reasonable endeavours to ensure that the ADC Contributions and any interest that may have accrued are applied solely for the purposes specified in this Agreement; and
2. In the event that all or any part of the ADC Contributions are not applied or committed or contracted towards the purposes specified in this Agreement within 15 years of the date upon which the final payment is made pursuant to this Agreement on receipt of a request in writing to repay such uncommitted sums (or any balance remaining) to the paying party.

SCHEDULE 13
WSCC COVENANTS

WSCC covenants with the Owners and the Applicant as follows:

1. To use its reasonable endeavours to ensure that the WSCC Contributions and any Interest that may have accrued are applied solely for the purposes specified in this Agreement; and
2. In the event that all or any part of the WSCC Contributions are not applied or committed or contracted towards the purposes specified in this Agreement within 10 years of the date upon which the final payment is made pursuant to this Agreement on receipt of a request in writing to repay such uncommitted sums (or any balance remaining) to the paying party;
3. To enter into the Section 278 Agreement with the Owners and/or the Applicant and to co operate with the Owners and/or the Applicant in securing the delivery of the Highway Works.

SCHEDULE 14
INDICATIVE DWELLING MIX

Market Housing Units:

15x 2 bed flats
16x 2 bed houses
75x 3 bed houses
77x 4 bed houses
5x 5 bed houses

188 total Market Housing Units

Affordable Housing Units:

42x 1 bed flats
18x 2 bed flats
8x 2 bed flats
5x 2 bed houses
7x 3 bed houses

80 total Affordable Housing Units

Executed as a deed by

STUART ROLAND WINCELL

in the presence of:

Signature of witness

Name:

Address:

Occupation

Executed as a deed

DAVID DEADMAN

in the presence of:

Signature of witness

Name:

Address:

Occupation

Executed as a deed by

JAMES ROBERT ROBINSON

in the presence of:

Signature of witness:

Name: WILL CHALFINS

Address: 98 CEDAR DRIVE
CHICHESTER

Occupation LEGAL ASSISTANT

Executed as a deed by

DEREK ERNEST CHARLES WOODCOCK

acting as Trustee for

the Dorothy Alison Alred Personal Injury Settlement

in the presence of:

Signature of witness:

Name:

Address:

Occupation

Executed as a deed by
STUART ROLAND WINCELL

acting as Trustee for

the Dorothy Alison Alred Personal Injury Settlement

in the presence of:

Signature of witness:

Name:

Address:

Occupation

REBECCA WICKENS
Thomas Eggar House
Snary Lane Chichester
PO19 1UF
Paralegal

EXECUTED AND DELIVERED as a DEED
by **LAND FUND LIMITED**

Direct

Direct

SEALED with the COMMON SEAL
of **ARUN DISTRICT COUNCIL**

in the pres

Seal Book

• Authorised Signatory

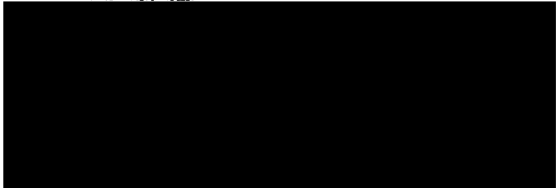
SEALED with the COMMON SEAL
of **WEST SUSSEX COUNTY COUNCIL**

in the presence of:

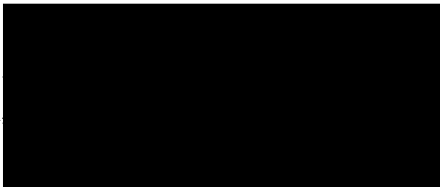
APPENDIX 1
LIST OF ADC APPROVED REGISTERED PROVIDERS

ARUN PREFERRED REGISTERED PARTNERS
REVISED MAY 2013

Affinity Sutton
(Sunita Aujila)
Cams Hall
Cams Hill
Fareham
Hampshire
PO16 8AB



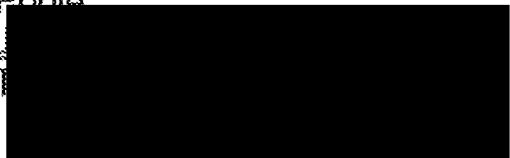
Worthing Homes
1 Chapel Road (Chris Pelling-
Fulford)
Worthing
West Sussex



Guinness Hermitage
(Damian Haley)
Hermitage House
7 St Georges Walk
Waterlooville
Hants



Raglan Housing Association
(Jackie Burton)
2nd Floor Westover House
West Quay
Poole



Hyde Martlet
(John Martin)
Martlett House
Southern Gate
Chichester
West Sussex
PO19 8SG



Southern Housing Group
(Liz Hills)
Spire Court
Albion way
Horsham
West Sussex



Hastoe Group
(Jane Gallifent)
Marina House
17 Marina Parade
Hampton House
Hampton Wick
Kingston upon Thames
KT1 4BH



APPENDIX 2

WEST SUSSEX FIRE & RESCUE SERVICE

**Guidance Note: The Provision of Fire Hydrants and an Adequate
Water Supply for Fire Fighting**

WEST SUSSEX FIRE & RESCUE SERVICE

Guidance Note: The Provision of Fire Hydrants and an Adequate Water Supply for Fire Fighting

1. Water Undertakers

The water undertakers in the County are as follows:

- Portsmouth Water Company
- Southern Water Authority – incorporating Hardham Brighton and
- Worthing
- South East Water
- Sutton and East Surrey Water Company

2. Hydrants

Hydrants will be installed if required, in the following circumstances:

- when new water mains are laid
- to cover new building development and
- where fire risk is increased

2.1. Hydrants on New Mains

2.1.1. Water undertakers are required to notify the Fire Authority of proposals for new water mains. Details of such proposals are sent to Brigade Headquarters usually in plan form

2.2. New Hydrants on Existing Mains

2.2.1. Water undertakers are required to notify the Fire Authority of proposals for replacements of existing mains. The need may arise to provide additional hydrants where there has been new building development or where existing supplies have become inadequate

2.3. Location and spacing of Hydrants

2.3.1. Fire Hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible although no statutory distance is laid down for the spacing of hydrants, the distribution of hydrants relates to the location and degree of risk in accordance with the following general guidelines:

I Residential (to include Sheltered Housing)

- Approximately 360 metres apart effect, up to 350 metres apart and no more than 180 metres back to a hydrant in cul de sacs etc

II Industrial, Industrial Estate and Associated Risks:

- In effect up to 180 metres apart and no more than 100 metres back to a hydrant in cul de sacs but these distances may be reduced in areas subject to higher risk

III Hospitals, Institutions, Hotels etc:

- To conform to any relevant Code of Practice. In the absence of such guidance 180 metres and no further back to a hydrant than 100 metres from risk

IV Educational Establishments and Other County Council Premises excepting previously outlined:

- To conform to any relevant Code of Practice. In the absence of such guidance 180 metres apart and no further back to a hydrant than 100 metres from risk

V Town Centres, Shopping Buildings, Malls and Other Major Commercial Developments:

- To conform to any Code of Practice.
- In the absence of such guidance, as for Industrial.

VI Rural Areas:

- In rural areas, particular attention is paid to specific risks. Therefore, it is not appropriate to indicate a general spacing standard for rural areas

VII Trunk Road and Motorways:

- Where distribution systems allow, at 1 km intervals. At service centres (Little Chef, Happy Eaters etc) hydrants should be installed at the access position to the acceleration and deceleration points where they are readily visible

VIII Major Risks:

- Such risks are considered individually to ensure that the overall position for fire fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

3. Water Supply

3.1. Diameter of Water Mains

Hydrants are to be fitted to water mains of not less than 100 mm in diameter in residential areas and not less than 150mm diameter in industrial and commercial areas.

3.2. Water Pressure

Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will

cause the water to reach the top of the top-most storey of every building in the undertakers area

