

DATED:

22nd February 2022

(1)	ARUN DISTRICT COUNCIL	
(2)	WEST SUSSEX COUNTY COUNCIL	
(3)	SOUTHERN HOME OWNERSHIP LIMITED	
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land at Wings Nursery, Lidsey Road, Woodgate, PO20 3SU Planning ref: AL/20/21/PL	
	Arun District Council The Civic Centre Maltravers Road LITTLEHAMPTON BN17 5LF DX 57406 LITTLEHAMPTON	
	CMS/8610	

Date: DO NOT DATE 22nd February 2022

PARTIES:	
1.	ARUN DISTRICT COUNCIL of The Civic Centre, Maltravers Road, LITTLEHAMPTON BN17 5LF ("the Council");
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, PO19 1RQ ("the County Council"); and
3.	SOUTHERN HOME OWNERSHIP LIMITED of Fleet House 59-61 Clerkenwell Road LONDON EC1M 5LA Registered Society No. 18521R ("the Owner")

WHEREAS

1.	The Council is the Local Planning Authority, for the purposes of the Act for the area in which the Land is situated and the authority responsible for the provision of housing.
2.	The County Council is a planning authority for the area in which the Land is situated and is the local highway authority for the area in which the Land is situated.
3.	The Council shall be responsible for enforcing this Agreement for all purposes.
4.	The County Council shall be responsible for enforcing this Agreement so far as highways matters are concerned.
5.	The Owner is the registered proprietor with Title Absolute of the land registered at HM Land Registry under Title Numbers WSX411476 known as land at Wings, Lidsey Road, Woodgate, Chichester PO20 3SU and WSX32039 known as Land at Wings Nurseries, Lidsey Road, Woodgate, Chichester, PO20 3SU.
6.	The Owner has made the Application and is proposing to carry out the Development.
7.	The Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development.
8.	The Owner has agreed to enter into this Agreement to give planning obligations to the Council and the County Council upon the terms and subject to the conditions herein.

9.	This Agreement is made as a Deed.
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NOW THIS AGREEMENT WITNESSETH as follows:

1. Interpretation		
1.1 In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:		
	"ABE CLT Allocations Policy"	means the Aldingbourne, Barnham & Eastergate Community Land Trust allocation policy appended to this Agreement at Appendix 9 (or as may be amended from time to time as agreed in writing by the parties)
	"Act"	means the Town and Country Planning Act 1990 as amended
	"Affordable Dwelling"	means any Dwelling which is a form of Affordable Housing.
	"Affordable Housing"	means any form of housing identified within legislation NPPF or a ministerial statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to • social rented housing • affordable rented housing • shared ownership housing • intermediate housing (including intermediate rent, shared equity and low cost homes for sale)
	"Affordable Housing Commuted Sum"	means a financial contribution calculated in accordance paragraph 2.9 of the First Schedule.
	"Affordable Housing Disposal"	means a disposal of the Affordable Dwellings and /or land upon which those units are to be constructed to an Approved Body whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years
	"Affordable Housing Provider"	means either one or a combination of:

		a	a Registered Provider who is on the Council list of Approved Affordable Providers (annexed as Appendix 6); or
		b	any other provider of Affordable Housing who is approved by the Council in writing (and for the avoidance of doubt the Owner and Southern Housing Group Limited are so approved); or
		c	such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing
	"Affordable Housing Scheme"		means a scheme as appended to this Agreement at Appendix 7 referring to the Affordable Housing Units as shown on the Plot Plan
	"Affordable Housing Units"		means 22 (TWENTY TWO) of the Dwelling Units to be provided as Affordable Housing comprising: 15 (FIFTEEN) Affordable Rent: 9 x 2 bed 6 x 3 bed 7 (SEVEN) Intermediate Housing: 3 x 2 bed 4 x 3 bed
	"Affordable Rented Units"		means a form of Affordable Housing, involving homes being available at a rent level of up to 80% of local market rent (inclusive of service charge at the time of each letting which rent may be increased annually by no more than CPI + 1.0% or in the event of any change to legislation in relation to affordable rent such other rent level which may be applicable at the time of each letting. "Affordable Rent Unit" and "Affordable Rent" shall be construed accordingly
	"Agreed" or "Approved"		means agreed or approved in writing and given for the purpose of this Agreement.
	"Application"		means an application in respect of the Land for the Development and given Council reference AL/20/21/PL

	"Approved Body"	means a Registered Provider being one of the Council's preferred partners or such other Registered Provider acceptable to the Council in accordance with the Council's Supplementary Planning Guidance and which has been first approved in writing by the Council.
	"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
	"Crossing Facilities Works"	means the provision of the following on the existing public highway: a) a new uncontrolled crossing facility on Lidsey Road adjacent to the Development frontage as shown on the Offsite Works Plan to include opportunities for pedestrian movement across Lidsey Road; b) a new uncontrolled crossing facility at the junction of Woodgate Road and Lidsey Road as shown on the Offsite Works Plan to include opportunities for pedestrian movement along the footway flanking the eastern side of Lidsey Road; c) a new uncontrolled crossing facility at the junction of Oaktree Lane and Lidsey Road as shown on the Offsite Works Plan to include opportunities for pedestrian movement along the footway flanking the eastern side of Lidsey Road; d) a new uncontrolled crossing facility at the junction of Willows Caravan Park and Lidsey Road as shown on the Offsite Works Plan, to include opportunities to connect with the Relocation of the Southbound Bus Stop Works; e) a new uncontrolled crossing located approximately 25 metres past the Land's southern boundary as shown on the Offsite Works Plan, to include opportunities for linking the western footway serving Lidsey Road to the Relocation of the Southbound Bus Stop Works;

		e) a new uncontrolled crossing facility across the primary and secondary access points for the Land as shown on the Offsite Works Plan. in accordance with the Crossing Facilities Scheme
	"Crossing Facilities Scheme"	means a scheme in respect of the Crossing Facilities Works delivered in accordance with paragraph 1 of the Second Schedule of this Agreement
	"Cycle Parking Works"	means the provision of the following: parking for 4 (FOUR) public cycle spaces on the roadside verge of Hook Lane adjacent to the former Aldingbourne Village Stores, as shown on the Offsite Works Plan, to be provided in accordance with the Cycle Parking Scheme
	Cycle Parking Scheme	Means a scheme in respect of the Cycle Parking Works delivered in accordance with clause 2 of the Second Schedule of this Agreement
	"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence " shall be construed accordingly;
	"Commencement Notice"	means notice in the form annexed to this Agreement as Appendix 1;
	"County Council Monitoring Fee"	means a sum of two thousand and four hundred pounds £2,400 (two thousand four hundred pounds) payable to WSCC in accordance with clause 9.3 for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development

	"CPI"	means the Consumer Price Index published from time to time by the Office of National Statistics
	"the Development"	means the development of the Land at Wings Nursery, Lidsey Road, Woodgate, PO20 3SU
	"Disposal"	means a disposal of the Affordable Dwellings and /or land upon which those units are to be constructed to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and "Dispose" and "Disposed" shall be construed accordingly
	"Dwelling"	means a residential dwelling unit to be constructed on the Land pursuant to this Planning Permission.
	"Footway Works"	means the provision of the following on the existing public highway: a) the widening of the pedestrian footway to the west of the A29 as shown on the Offsite Works Plan, to include the extending of the footway up to the boundary serving the Prince of Wales Public House as shown on the Offsite Works Plan; b) the construction of a new footway on the eastern side of Lidsey Road and the A29 from the junction of Willows Caravan Park access road to Lee's Yard as shown on the Offsite Works Plan, to include opportunities for tactile paving at the access road serving Willows Caravan Park and opportunities to link to the newly constructed footway. To be provided in accordance with the Footway Works Scheme
	"Footway Works Scheme"	Means a scheme in respect of the Footway Works delivered in accordance with paragraph 6 of the Second Schedule
	"Homes England"	means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

	"Index"	means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department
	"Index Linked"	means indexation (which may increase or decrease) calculated in accordance with Clause 14 below.
	"Interest Rate"	Means in the case of the Council the rate 4% above the base rate from time to time of Lloyds Bank applicable at the Specified Date or the actual date on which the relevant obligation under this Agreement is paid whichever is the higher and in the case of the County Council means interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis
	"Intermediate Housing"	means Affordable Housing, other than Affordable Rented Units, as defined in Annex 2 of the NPPF.
	"Land"	means the land at Wings Nursery, Lidsey Road, Woodgate, PO20 3SU and Wings, Lidsey Road, Woodgate, PO20 3SU shown on the Location Plan attached hereto as Appendix 3 and being registered at the Land Registry under the title numbers WSX32039 and WSX411476
	"Location Plan"	means the plan attached hereto at Appendix 3 and marked "Location Plan".
	"Market Dwelling"	means all those residential units to be constructed on the Land pursuant to the Planning Permission which are not Affordable Dwellings. "Market Dwellings" and "Open Market Dwelling" shall be construed accordingly
	"Monitoring Fee"	means a sum of £2,700 (TWO THOUSAND SEVEN HUNDRED POUNDS) payable to the Council in accordance with paragraph 1 of the First Schedule in accordance with Regulation 122(2A) of CIL in respect of the cost of

		monitoring (including reporting under CIL) in relation to the delivery of these Planning Obligations.
	"National Highways"	means the highway authority responsible for the maintenance of the A27
	National Highways Contribution"	means the sum of £36,090.60 (THIRTY SIX THOUSAND NINETY POUNDS SIXTY TENTHS) towards a mitigation project for the A27 as part of the Arun Local Plan in accordance with paragraph 3 of the First Schedule.
	"Nomination Agreement"	means a nomination agreement entered into by an Approved Body with the Council in respect of the Affordable Rented Units containing provisions substantially in the form set out in Appendix 5 to this Agreement
	"Nomination Rights"	means the right of the Council to nominate occupiers to the Affordable Rented Units in accordance with paragraphs 2.11 of the First Schedule to this Agreement
	"NPPF"	means the National Planning Policy Framework in force at the time that this Agreement is completed or at the time any appeal is determined
	"Occupation"	means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and "First Occupation" and "Occupiers" and "Occupy" and "Occupied" shall be construed accordingly
	"Offsite Works Plan"	means the drawing 'NMU Offsite Works Plan Drawing No. 2019-6115-011 Rev. 1' annexed hereto at Appendix 4
	"Open Market Value"	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book)
	"Owner"	means Southern Home Ownership Limited and includes their successors in title
	"Payment Notice"	means a notice in the form annexed to this Agreement as Appendix 2



Measure 1 between the A27162233 Nuffield Road Junction to the A2716230 Parkway Dumbleton Roundabouts

"Planning Condition"	means any condition subject to which the Planning Permission is granted.
"Planning Obligations"	means the obligations, conditions and stipulations set out in the First Schedule and the Second Schedule and "Planning Obligation" shall be construed accordingly
"Planning Permission"	means a planning permission for the Development granted pursuant to the Application
"Plot Plan"	means the plan attached hereto at Appendix 8 being drawing number 19-121 LID MHA 00 XX DR A 0004 09
"Provide"	means a) in the case of Affordable Dwellings to design and construct such Dwellings for habitation to the reasonable satisfaction of the Approved Body and "Provided" shall be construed accordingly
"Qualifying Occupier"	means a person who qualifies for Affordable Housing within the First Schedule of this Agreement and including residents of the district of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income
"Qualifying Trigger"	means any trigger contained within this applicable to the obligations made to the County Council that attracts the County Council Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council
"Recorded Delivery"	means post that when received must be signed for by the recipient.
"Registered Provider"	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008.
"Relocation of the Northbound Bus Stop Works"	Means works to relocate the northbound bus stop as shown on the Offsite Works Plan and to include the provision of new shelter, real-time passenger information displays and opportunities for an increased area of hardstanding to be carried out in accordance

		with the Relocation of the Northbound Bus Stop Scheme.
	"Relocation of the Northbound Bus Stop Works Scheme"	Means a scheme in respect of the Relocation of the Northbound Bus Stop Works delivered in accordance with clause 4 of the Second Schedule
	"Relocation of the Southbound Bus Stop Works"	means works to relocate the southbound bus stop as shown on the Offsite Works Plan and to include the provision of a new shelter, seating, real-time passenger information displays and opportunities for an increased area of hardstanding to be carried out in accordance with the Relocation of the Southbound Bus Stop Works Scheme
	"Relocation of the Southbound Bus Stop Works Scheme"	Means a scheme in respect of the Relocation of the Southbound Bus Stop Works delivered in accordance with clause 4 of the Second Schedule
	"Section 73 Consent"	means any approval or consent given by the Council under Section 73 of the Act.
	"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes England from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes England
	"Shared Ownership Units"	means any Affordable Dwellings to be Provided as shared ownership units for sale under a Shared Ownership Lease for sale in accordance with this Agreement
	"Specified Date"	means the date upon which a Planning Obligation arising under this Agreement is to be carried out or is due to be performed;
	"Travel Plan"	means the travel plan to be submitted to and approved in writing by the County Council in accordance with paragraph 5 of the Second Schedule
	"Working Day"	means a weekday (Saturdays, Sundays and public holidays days excepted) and "Working Days" shall be construed accordingly
2	INTERPRETATION	
2.1	Clause headings shall not affect the interpretation of this Agreement.	

2.2	A “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
2.3	A reference to a “company” shall include any company, corporation or other body corporate, where and however incorporated or established.
2.4	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
2.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
2.6	A reference to any party shall include that party’s representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
2.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
2.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
2.9	References to clauses and schedules are to the clauses and schedules of this Agreement
2.10	An obligation on a party not to do something includes an obligation not to allow that thing to be done
2.11	Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2.12	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
3. LEGAL BASIS	
3.1	This Agreement is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not.
3.2	The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as

	local planning authorities as appropriate against the Owner in accordance with Section 106 of the Act.	
4. CONDITIONALITY		
4.1	This Agreement is conditional upon:	
	4.1.1	the grant of the Planning Permission
	4.1.2	the Commencement of the Development,
	save for the provisions of clauses 2, 3, 4, 8, 10, 11, 13, 18, 19, 20 and clause 1 of the First Schedule which shall come into effect immediately upon completion of this Agreement.	
4.2	In the event that the Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Agreement is also conditional upon:	
	4.2.1	The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:
	4.2.1.1	Necessary to make the Development acceptable in planning terms; and
	4.2.1.2	Directly related to the Development; and
	4.2.1.3	Fairly and reasonably related in scale and kind to the Development; and
	4.2.1.4	Complies, in all other respects with Regulation 122 of the CIL Regulations
	4.2.2	In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his Decision Letter that any individual Planning Obligation within the Agreement is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Agreement and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.
5. THE OWNER'S COVENANTS		
5.1	The Owner covenants with the Council so as to bind the Land to perform the obligations as set out in the First Schedule.	

5.2 The Owner covenants with the County Council so as to bind the Land to perform the obligations as set out in the Second Schedule.		
6. THE COUNCIL'S COVENANTS		
The Council covenants with the Owner as set out in the Third Schedule.		
7.	CERTIFICATES	
7.1	The Owner agrees with the Council and the County Council	
	7.1.1	Not more than 7(seven) days after the Development is Commenced the Owner shall serve on the Council and County Council a Commencement Notice in the form set out in Appendix 1 hereto.
	7.1.2	where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give the Council or the County Council notice of the Specified Date not more than seven days after such Specified Date; and
	7.1.3	if the Owner fails to give the notice required under this Clause the Council or the County Council shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owner of that determination
8. MISCELLANEOUS		
8.1	Nothing in this Agreement constitutes an obligation to grant planning permission	
8.2	The Owner shall on completion of this Agreement pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement.	
8.3	The Owner shall on completion of this Agreement pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement and the County Council Monitoring Fee and for the avoidance of any doubt the costs referred to in this clause do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in Clause 3	
8.4	No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.	

8.5	This Agreement shall be registered by the Council as a Local Land Charge.
8.6	Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by Recorded Delivery to the principal address or registered office (as appropriate) of the relevant party.
8.7	Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owner's written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
8.8	Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
8.9	This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
8.10	Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
8.11	Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or County Council under all statutes by laws statutory instruments orders and regulations in the exercise of its functions as a local authority
9. PAYMENT NOTICE	
All payments due under this Agreement shall be forwarded to the payee and shall have attached to them a copy of the Payment Notice duly completed.	
10. EXCLUSIONS OF LIABILITY	
10.1	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

10.2	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.
10.3	This Agreement shall not be enforceable against any owner, occupier or tenant of any Dwelling constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
10.4	Notwithstanding any other provision of this Agreement the Planning Obligations under this Agreement shall not be binding or enforceable against:
10.4.1	Any mortgagee of any tenant or person to whom an Affordable Housing Provider grants a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
10.4.2	Any person to whom a Shared Ownership Lease of an Affordable Dwelling is granted.
10.4.3	Any person who has acquired a either a reversionary interest or a new lease in an Affordable Dwelling pursuant to the terms of a Shared Ownership Lease.
10.4.4	Any Affordable Housing Provider
10.5	The Planning Obligations in this Agreement shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development
10.6	The Planning Obligations in this Agreement shall not bind or be enforceable against any mortgagee, chargee or receiver of an Affordable Housing Provider or any successor in title to such mortgagee chargee or receiver.
10.7	Without prejudice to clauses 10.4.1, 10.6 and paragraphs 2.7 and 2.14 of the First Schedule any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Agreement that occurs prior to the mortgagee taking possession of the land
11. WAIVER	

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

12. CHANGE IN OWNERSHIP

The Owner agrees with the Council and the County Council to give to the Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the Planning Obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the Council and County Council of any change of ownership affecting a Dwelling.

13. FUTURE SECTION 73 CONSENTS

13.1	Subject to clauses 13.2 to 13.5 below, if any Section 73 Consent is granted after the date of this Agreement:	
	13.1.1	the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
	13.1.2	the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;
13.2	nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;	
13.3	to the extent that any of the Planning Obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;	
13.4	the provisions of this clause 13 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Agreement;	

13.5	the Council reserves the right to insist upon the completion of a separate Planning Obligation by Agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.	
14. INDEX LINKED		
14.1	Unless there is an express provision to the contrary the Owner agrees with the Council that any sum payable by the Owner and referred to in the First Schedule shall be increased by the application of the following formula: $A = B \times (C \text{ divided by } D)$	
Where	A	is the sum actually payable on the Specified Date
	B	is the original sum mentioned in this Agreement
	C	is the RPI Index for the month two months before the Specified Date
	D	is the RPI Index for the month two months before the date that Planning Permission is granted
	C/D	is equal to or greater than 1
14.2	Unless there is an express provision to the contrary the Owner agrees with the Council and the County Council that any sum payable by the Owner and referred to in the First Schedule shall be increased by the application of the following formula: $A = (B \times C) \text{ divided by } D$	
Where	A	is the sum actually payable on the Specified Date
	B	is the original sum mentioned in this Agreement
	C	is the BCIS Index for the quarter preceding the Specified Date
	D	is the BCIS Index for the quarter preceding the date that Planning Permission is granted
	C/D	is equal to or greater than 1
14.3	Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or County Council (as applicable) shall advise the Owner in writing.	
15. INTEREST		
Interest will be paid on sums due to the Council and the County Council under this Agreement, but not paid on the Specified Date, from the Specified Date until actual payment. The rate of interest shall be the Interest Rate.		

16. VAT		
All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.		
17. NOTICES		
17.1	A notice or other communication to be given under or in connection with this Agreement must be:	
	17.1.1	delivered by hand; or
	17.1.2	sent by Recorded Delivery post or other next working day delivery service; or
	17.2.3	sent by email to planning@arun.gov.uk quoting the Application number
17.2	Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:	
	17.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton BN17 5LF marked for the attention of the Planning Department and quoting the Application number or by email to planning@arun.gov.uk quoting the Application number
	17.2.2	to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester PO19 1RQ quoting the Application number
	17.2.3	to the Owner at: Fleet House 59-61 Clerkenwell Road LONDON EC1M 5LA or by email to Stephen Underwood at Stephen.Underwood@shgroup.org.uk
	or at such other address as the relevant party shall specify by written notice to the other parties	
17.3	Any notice or other communication given in accordance with clause 17.1 and clause 17.2 will be deemed to have been received:	
	17.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;

	17.3.2	if sent by Recorded Delivery or other next working day delivery service at 9 am on the second Working Day after posting.
	17.3.3	if sent by email to the Council at planning@arun.gov.uk provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day
17.4	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.	
18. Dispute Resolution		
18.1	Where any matter the subject of this Agreement shall be in dispute the parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.	
18.2	Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.	
18.3	Any dispute disagreement or difference arising out of the provisions relating to Affordable Housing the same shall be referred to an independent Chartered Surveyor of at least fifteen (15) years standing who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy	
18.4	in the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council; and	
18.5	The determination of the expert (including any determination as to the responsibility for the payment of his own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them.	
18.6	The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:	
	18.6.1	the Expert shall call for representations from both parties within 21 days of a reference to him under this Agreement

		and require the parties to exchange representations within this period;
	18.6.2	the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in 19.6.1 above to make counter representations
	18.6.3	any representations or counter representations received out of time may be disregarded by the Expert
	18.6.4	the Expert shall provide the parties with a written decision (including his reasons) within 28 days of the last date of receipt of counter representations and he shall be entitled to call for such independent expert as he shall think fit.
	18.6.5	the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award.
	18.6.6	unless this Agreement has already been terminated each of the respective parties shall in every case continue to comply with its obligations under this Agreement regardless of the nature of the dispute for resolution pursuant to this clause 18 (but without prejudice to the rights and obligations of the respective parties in relation to the termination of the Agreement).
18.7		Nothing in this clause 19 shall prevent the parties from exercising their right to request the courts determine any matter of dispute arising from this Agreement
19. JURISDICTION		
This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.		
20. DELIVERY		
The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.		

FIRST SCHEDULE

The Owner's Covenants with the Council

The Owner covenants with the Council as follows:

1	MONITORING FEE					
	1.1	Prior to the Commencement of the Development to pay to the Council the Monitoring Fee.				
	1.2	Shall not cause or permit the Development to be Commenced until the Monitoring Fee has been paid to the Council.				
2	AFFORDABLE HOUSING					
	2.1	To Provide the Affordable Housing Units in accordance with the Affordable Housing Scheme set out in Appendix 7, the Plot Plan set out in Appendix 8 and this First Schedule.				
	2.2	Subject to the provisions of this paragraph 2 the Affordable Dwellings shall only be disposed of by an Owner to an Affordable Housing Provider save by way of mortgage or charge.				
	2.3	Not to Occupy or cause or permit the Occupation of more than: <table><tr><td>a</td><td>Fifty percent (50%) of the Market Dwellings (or such other number of Market Dwellings that may be agreed in writing by the Council) until the Owner has entered into a legally binding contract with an Affordable Housing Provider for the Disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council))</td></tr><tr><td>b</td><td>fifty percent (50%) of the Market Dwellings (or such other number of Market Dwellings as may be agreed in writing by the Council) unless and until the Affordable Housing Units have been constructed and are ready for Occupation</td></tr></table>	a	Fifty percent (50%) of the Market Dwellings (or such other number of Market Dwellings that may be agreed in writing by the Council) until the Owner has entered into a legally binding contract with an Affordable Housing Provider for the Disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council))	b	fifty percent (50%) of the Market Dwellings (or such other number of Market Dwellings as may be agreed in writing by the Council) unless and until the Affordable Housing Units have been constructed and are ready for Occupation
a	Fifty percent (50%) of the Market Dwellings (or such other number of Market Dwellings that may be agreed in writing by the Council) until the Owner has entered into a legally binding contract with an Affordable Housing Provider for the Disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the Council))					
b	fifty percent (50%) of the Market Dwellings (or such other number of Market Dwellings as may be agreed in writing by the Council) unless and until the Affordable Housing Units have been constructed and are ready for Occupation					
	SAVE THAT paragraph 2.3(a) of this Schedule shall not apply if the Owner is Southern Housing Group					
	2.4	Subject to paragraph 2.9 of this Schedule, with effect from the date on which they are completed the Affordable Housing Units shall not be Occupied other than by a Qualifying Occupier and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Affordable Housing Units but to all subsequent occupiers of the Affordable Housing Units.				

	2.5	Mechanics of Transfer	
		2.5.1	The Owner shall offer the Affordable Housing Units to an Affordable Housing Provider ("First Offer") by provision of:
			2.5.1.1 A contract for the sale of land; and
			2.5.1.2 A draft transfer which shall include the provisions set out in paragraph 2.6 below.
		2.5.2	The First Offer shall remain open for acceptance for no less than two (2) months from the date of the First Offer being made ("First Offer Period").
		2.5.3	In the event that the First Offer made in accordance with paragraph 2.5.1 above is not accepted within the First Offer Period then the Owners shall make a second offer to transfer the Affordable Dwellings to an Affordable Housing Provider ("Second Offer") by provision of:
			2.5.3.1 A contract for the sale of land; and
			2.5.3.2 A draft transfer which shall include the provisions set out in paragraph 2.6 below.
		2.5.4	The Second Offer shall consist of the same terms as the First Offer subject to revisions necessitated by the lapse of time
		2.5.5	The Second Offer shall be made not later than one (1) month after the expiry of the First Offer Period.
		2.5.6	The Second Offer shall remain open for acceptance for no less than two (2) months from the date of the Second Offer being made ("Second Offer Period").
		2.5.7	The provisions of this paragraph 2.5 and paragraphs 2.6, 2.9, 2.10 and 2.12 shall not apply if the Owner is Southern Housing Group
	2.6	The Owner covenants with the Council that any transfer of Affordable Housing Units to an Affordable Housing Provider will contain the following provisions:	
		2.6.1	The grant by the Owner of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Dwellings;

	2.6.2	A reservation of all rights and access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings, estate infrastructure, and public areas on the Land; and
	2.6.3	The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Open Market Dwellings
2.7	the Owner covenants with the Council:	
	2.7.1	without prejudice to clause 10.6 or paragraph 2.10 of this Schedule the Owner shall take reasonable and prudent steps within its power to avert the repossession of the Affordable Housing Units by any chargee of the Affordable Housing Provider or the exercise by any such chargee of a power of sale and for these purposes in the event of a default under the security or likely default to cooperate fully with the Council to assist in arranging the transfer of the Affordable Housing Units with sitting tenants to another Affordable Housing Provider or, at the Council's option, to the Council;
	2.7.2	in the event that the Owner becomes aware that the Affordable Housing Provider has received notification from any chargee of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable; and
	2.7.3	in the event that the Owners become aware of any notice, order or direction having been served, made or given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Housing Units, to notify the Council of this as soon as reasonably practicable
2.8	the Owner and the Council hereby agree that subject to and without prejudice to the powers and requirements of the Homes England under the Housing Act 1996 in the event of a default under any security referred to in paragraph 2.7 the disposal of any interest in the Affordable Housing Dwellings by the chargee in the exercise of its power of sale will not be prevented.	
Commuted Sum Payable If First and Second Offer Not Implemented		
2.9	In the event that the Second Offer is not accepted within the Second Offer Period then the Owners may:	
	2.9.1	on or before the Occupation of 25% of the Market Dwellings pay to the Council the Affordable Housing Commuted Sum whereupon once such sum has been paid to the Council the

			Owners and any successors in title shall be released from the provisions of this paragraph 2.9.1 insofar as it relates to the Affordable Dwellings and the Affordable Dwellings may be sold on the open market as Market Dwellings; or
		2.9.2	Dispose of all or any of the Affordable Dwellings as Intermediate Housing to an Affordable Housing Provider; or
		2.9.3	Dispose of all or any of the Affordable Dwellings to purchasers nominated through Help to Buy South East at a discount of 20% of the Open Market Value (such discount to be secured in perpetuity).
		PROVIDED THAT	
		2.9.4	the Owner shall have provided the Council with written evidence of their Reasonable Endeavours to dispose of the Affordable Housing Units to an Affordable Housing Provider; and
		2.9.5	The Council shall, acting reasonably, have confirmed in writing that such Reasonable Endeavours were reasonable or an expert shall have determined that such Reasonable Endeavours were reasonable; and
		2.9.6	the Owners shall pay to the Council the Affordable Housing Commuted Sum for each of the Affordable Housing Units in relation to which the First and Second Offers have not been accepted within 20 working days of the end of the Second Offer Period
	2.10	The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula: X multiplied by Y = the Affordable Housing Commuted Sum	
		Where:	
		X =	£80,000.00; and
		Y =	the number of Affordable Dwellings which will not be provided on the Land as part of the Development in accordance with the terms of this Agreement.
NOMINATION RIGHTS			
	2.11	To procure that the Registered Provider grants Nomination Rights to the Council (through compliance with paragraph 2.12.4 below) to the First Occupation of the Affordable Housing Units PROVIDED THAT if the Council do enter into the Nomination Agreement then the Registered Provider shall in seeking to allocate the Affordable Rented Units have regard to the ABE CLT Allocations Policy PROVIDED ALWAYS THAT if the proposed allocation for any individual Affordable Rented Unit in accordance with ABE CLT Allocations Policy has not	

		been agreed within 10 (ten) Working Days the occupation of that Affordable Rented Unit shall be determined by the Registered Provider in accordance with the following criteria:
	2.11.1	any family association in the District of Arun in accordance with any relevant housing allocation policy;
	2.11.2	Any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;
	2.11.3	Any employment opportunity in the District of Arun;
	2.11.4	Any other connection with the District of Arun
		but for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the Registered Provider.
	2.12	To procure that any transfer of Affordable Dwellings to an Affordable Housing Provider will contain the following provisions:
	2.12.1	The grant by the Owners of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Dwellings;
	2.12.2	A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Land; and
	2.12.3	The imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Market Dwelling.
	2.12.4	A condition that the Registered Provider shall within 3 months of the legal completion of the transfer, or such other period as may be agreed with the Council in writing, enter into a Nomination Agreement (in like terms to that in the Draft Nomination Agreement in Appendix 5 with the Council)
	2.13	Future Provisions
	2.13.1	Nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Owners in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units.
	2.13.2	The provisions of this Schedule shall cease to bind any of the Affordable Dwellings if in relation to that Affordable Housing Unit:

			2.13.2.1	a statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
			2.13.2.2	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%.
		2.13.3	In the event of any dispute as to whether any proposed occupier of any Affordable Dwelling is a Qualifying Occupier the matter shall be determined by the Council (acting reasonably).	
	2.14	Mortgagee in Possession Clauses		
		2.14.1	The Affordable Housing provisions in this Agreement shall not be binding on a mortgagee or chargee (including any chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver))) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee chargee or Receiver PROVIDED THAT:	
			2.14.1.1	such mortgagee chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
			2.14.1.2	if such disposal has not completed within the three month period, the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely

3.	NATIONAL HIGHWAYS CONTRIBUTION 3.1 Prior to the Occupation of the 50th Dwelling to pay to the Council the National Highways Contribution in the sum of £36,090.60 (THIRTY SIX THOUSAND NINETY POUNDS SIXTY TENTHS) 3.2 Shall not cause or permit the 50th Dwelling to be Occupied until the National Highways Contribution has been paid to the Council.
----	--

SECOND SCHEDULE

The Owner's Covenants with the County Council

The Owner covenants with the County Council as follows:

1.. PROVISION OF CROSSING FACILITIES WORKS SCHEME

2.1 Prior to Commencement of the Development to submit to the County Council the specifications for the Crossing Facilities Works Scheme .

1.2 Shall not Commence the Development until the specifications for the Crossing Facilities Works Scheme have been submitted to and approved in writing by the County Council.

1.3 Once the County Council has approved a Crossing Facilities Works Scheme (the "Crossing Facilities Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council

1.4 After All Requisite Consents have been obtained and prior to First Occupation to complete the Crossing Facilities Works in accordance with the Crossing Facilities Works Scheme to the satisfaction of the County Council

2. PROVISION OF CYCLE PARKING SCHEME

2.1 Prior to the Commencement of the Development to submit to the County Council the specifications for the Cycle Parking Scheme.

2.2 Shall not cause or permit Commencement of the Development until the specifications for the Cycle Parking Scheme have been submitted to and approved in writing by the County Council.

2.3 Once the County Council has approved a Cycle Parking Scheme (the "Approved Cycle Parking Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council

2.4 After All Requisite Consents have been obtained and prior to First Occupation to complete the Cycle Parking Works in accordance with the Approved Cycle Parking Scheme to the satisfaction of the County Council

3. PROVISION OF RELOCATION OF THE NORTHBOUND BUS STOP WORKS

3.1 Prior to the Commencement of the Development to submit to the County Council the specifications for the Relocation of the Northbound Bus Stop Works Scheme

3.2 Shall not cause or permit Commencement of Development until the specifications for the Relocation of the Northbound Bus Stop Works Scheme have been submitted to and approved in writing by the County Council.
3.3 Once the County Council has approved a Northbound Bus Stop Works Scheme (the “ Northbound Bus Stop Works Scheme ”) to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council
3.4 Prior to the Occupation of the 17 th (seventeenth) Dwelling or prior to the 28 th February 2023, whichever is the earliest, and after All Requisite Consents have been obtained to complete the Relocation of the Northbound Bus Stop Works in accordance with the Northbound Bus Stop Works Scheme to the satisfaction of the County Council.
4. PROVISION OF RELOCATION OF THE SOUTHBOUND BUS STOP WORKS
4.1 Prior to the Commencement of the Development to submit to the County Council the specifications for the Relocation of the Southbound Bus Stop Works Scheme.
4.2 Shall not cause or permit the Commencement of Development until the specifications for the Relocation of the Southbound Bus Stop Works Scheme have been submitted to and approved in writing by the County Council.
4.3 Once the County Council has approved a Relocation of the Southbound Bus Stop Works Scheme (the “ Approved Southbound Bus Stop Works Scheme ”) to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council
4.4 Prior to the Occupation of the 17 th (seventeenth) Dwelling or prior to the 28 th February 2023, whichever is the earliest, and after All Requisite Consents have been obtained to complete the Relocation of the Southbound Bus Stop Works in accordance with the Approved Southbound Bus Stop Works Scheme to the satisfaction of the County Council.
5. TRAVEL PLAN
5.1 Prior to prior to First Occupation to submit the Travel Plan to the County Council for approval.
5.2 Shall not cause or permit First Occupation until the Travel Plan has been approved by the County Council.
5.3 Upon First Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed by the County Council in writing).
6. FOOTWAY WORKS SCHEME
6.1 Prior to the Commencement of the Development to submit to the County Council the specifications for the Footway Works Scheme.
6.2 Not to Commence the Development until the Footway Works Scheme has been submitted to and approved in writing by the County Council.

6.3 Once the County Council has approved a Footway Works Scheme (the "Approved Footway Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council
6.4 After All Requisite Consents have been obtained and prior to first Occupation to complete the Footway Works in accordance with the Approved Footway Works Scheme to the satisfaction of the County Council

THIRD SCHEDULE

The Council's Covenants with the Owner

The Council covenants with the Owner as follows:

1. REPAYMENT OF FINANCIAL CONTRIBUTIONS

1.1 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

1.2 To pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within 10 (TEN) years of the date of receipt by the Council of such payment together with interest for the period from the date of payment to the date of refund

1.3 The Council shall within 30 working days of demand 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.

2. NATIONAL HIGHWAYS CONTRIBUTION

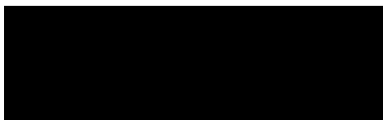
The Council covenants with the Owner that within 21 days of receipt of the National Highways Contribution referred to in paragraph 3 of the First Schedule the Council will transfer the sum to National Highways.

EXECUTED AS A DEED by affixing

the Common Seal of

ARUN DISTRICT COUNCIL

in the presence of



Authorised Signatory

Name: *Edward Gibson*

Job Title: *Deputy Mayor*

Seal Book Number. *15 / 2022*



EXECUTED AS A DEED by affixing

the Common Seal of

WEST SUSSEX COUNTY COUNCIL

in the presence of

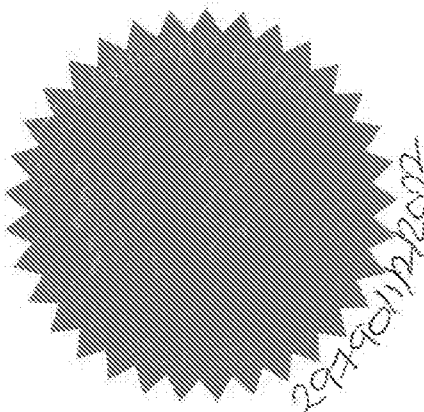


Authorised Signatory

Name:

Job Title:

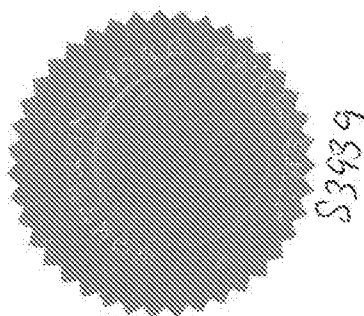
Seal Book Number.



EXECUTED AS A DEED

by affixing the Seal of

SOUTHERN HOME OWNERSHIP LIMITED



Authorised signatory



Authorised signatory



APPENDIX 1
(Commencement Notice)

Pursuant to Clause 8.1.1 in the Agreement Described Below

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

Dated: this _____ day of _____ 20

Signed: _____

On Behalf of: _____

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

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

From:

Development At:

Nature of Development:

Planning Permission Date & Reference:

Planning Obligation Date & Parties:

Start Date:

APPENDIX 2
(Payment Notice)

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

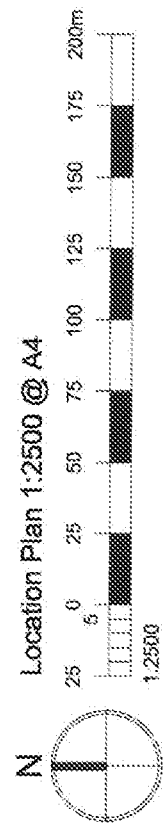
Dated: this _____ day of _____ 20

Please answer all the questions:

1. Payment to be made by / on behalf of
2. Land at Wings Nursery Lidsey Road Woodgate PO20 3SU
3. Agreement dated
4. Planning application reference number (where applicable)
5. Obligation in Agreement:

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

APPENDIX 3 LOCATION PLAN



Location Plan 1:2500 @ A4

ARUN DISTRICT COUNCIL AL/20/21/PL

...

- The drawing is the copyright of G.H. Architects Ltd. In no case is this drawing except for local authority planning purposes.

14:00:00:00:00

X	A. Agreement	Dis. Ag.	Dis. Ag.	Date
X	S. Agreed with comments			
X	S. Dis. Not Used			

Rev. Revision notes: Purpose of Issue



Location Plan 1:1250 @ A4



Residential Development at Lidsey Road
Woodgate

West Sussex, PO20 3SU

For Thakeham Client on behalf of Southern Housing Group

Site Location Plan 53434

Checked	Date	Signature
4/20	Jan 23	1:5000 1:100
Crs	Zone	Level
MHA 00	XX	DR A 0000 03

CONCERNING

Ground Floor: 33 Kenton Road
Southern Gate, Chichester
West Sussex PO19 1SE

Tel: 01243 774708
admissions@steds.co.uk
www.stedsschools.co.uk

01243 774708
Bursary & Finance
Bursary & Finance for Parents

APPENDIX 4
OFF SITE WORKS PLAN
NMU Offsite Works Plan Drawing No. 2019-6115-011 Rev. I



APPENDIX 5
DRAFT NOMINATION AGREEMENT

DATED

20{ }

(1) {•}{ }

AND

(2) ARUN DISTRICT COUNCIL

AGREEMENT OF NOMINATION

relating to
rented units at

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9	AGREEMENTS AND DECLARATIONS	6

THIS AGREEMENT OF NOMINATION RIGHTS is made on
BETWEEN

20{ }

- (1) { } of { }; and
- (2) ARUN DISTRICT COUNCIL of The Civic Centre, Maltravers Road, Littlehampton BN15 7LF.

1 DEFINITIONS

In this Agreement :

"ABE CLT Allocations Policy" has the same meaning as 'ABE CLT Allocations Policy' in the Section 106 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 3.10 (as may be updated from time to time in accordance with clause 3.16).

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

"Rented Units" means the Affordable Rented Units as defined in the Section 106 Agreement.

"Section 106 Agreement" means the agreement pursuant to section 106 of the Town and Country Planning Act 1990 relating to land at Wings Nursery, Lidsey Road, Woodgate, PO20 3SU entered into pursuant to planning application ref: AL/20/21/PL and dated [] (and any amendments to that agreement)

"Subsequent Nominee" means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.

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

"Vacancy Notice" means a written notice given by the RSL to the Council (in a form to be agreed between the RSL 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 RSL 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 RSL;
- (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 RSL to the Council (in a form to be agreed between the RSL 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 RSL 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 RSL 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 10 working days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.
- 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
 - 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.
- 3.5 The RSL 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 10 working days of receipt of the Vacancy Notice.
- 3.6 The RSL 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.

- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.
- 3.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RSL shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RSL 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.
- 3.9 The RSL's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

- 3.10 Should a Rented Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:
- 3.10.1 the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
- 3.10.2 within 10 working days of receipt of the said notice the Council shall serve upon the RSL the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 In the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within 10 working days of receipt of the Void Notice the RSL shall use reasonable endeavours to let the relevant vacant Rented Unit in accordance with the ABE CLT Allocations Policy PROVIDED THAT if the tenant has not been confirmed within 20 working days of the date of the Void Notice the RSL has the absolute right to let the relevant vacant Rented Unit to a person of its own choosing .
- 3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RSL shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The RSL shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 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

- 3.14 The RSL shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
- 3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
 - 3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
 - 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
 - 3.14.4 a person accepting an offer of a tenancy from the RSL;
 - 3.14.5 the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL 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 3.4.
- 3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The RSL 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.
- 3.19 On 1 April, 1 July, 1 October and 1 January in each year the RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.
- 3.20 The RSL 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 reasonable opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.

- 3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.
- 3.23 The Council and the RSL 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 SOCIAL LANDLORDS

The RSL shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Housing corporation 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 RSL 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 AGREEMENT AND IS DELIVERED and takes effect on the date stated at the beginning of it.

APPENDIX 6
APPROVED AFFORDABLE PROVIDERS

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

APPENDIX 7
AFFORDABLE HOUSING SCHEME

Plot	Bedrooms	Tenure Type
1	2	Affordable
2	2	Affordable
3	3	Affordable
4	3	Affordable
5	3	Affordable
6	3	Affordable
7	3	Affordable
8	3	Affordable
17	3	Intermediate
18	3	Intermediate
28	3	Intermediate
30	3	Intermediate
44	2	Affordable
45	2	Affordable
46	2	Affordable
47	2	Affordable
48	2	Affordable
49	2	Affordable
50	2	Affordable
52	2	Intermediate
53	2	Intermediate
54	2	Intermediate

APPENDIX 8

PLOT PLAN – drawing number 19-121 LID MHA 00 XX DR A 0004 09



Appendix 9
ABE CLT Allocations Policy

Aldingbourne Barnham & Eastergate Community Land Trust Allocation Scheme

Introduction

- 1.1 It is the intention of the signatories to this Allocations Scheme that the Affordable homes subject to Nomination Rights by Aldingbourne, Barnham & Eastergate Community Land Trust are allocated and occupied in accordance with this Allocation Scheme.
- 1.2 The signatories to this Allocations Scheme are:
- (i) Aldingbourne, Barnham & Eastergate Community Land Trust
 - (ii) Southern Housing Association
 - (iii) Arun District Council
- 1.3 This Allocations Scheme has been prepared and agreed by the signatories to ensure that the objects of the Trust are met, and to ensure that the occupation of the Affordable homes is at all times in conformity with this Policy
- 1.4 This Allocation Scheme will be subject to annual review by Aldingbourne, Barnham & Eastergate Community Land Trust.

Definitions

For the purposes of this Allocations Scheme the following definitions shall apply:

Adjacent Rural Parishes	The civil parishes Bersted, Slindon, Walberton, Yapton (as defined by the prevailing Rural Gazetteer)
Advertisement Period	New properties will be advertised through the local Choice Based Letting Scheme at least 3 months prior to practical completion. Relets will be advertised promptly and within 10 working days of the notice of termination of tenancy being received.
Affordability	The aim will be to provide homes which are locally affordable to rent or to share own. The following affordability criteria for the rented homes must be met: The applicant(s) is/are unable to afford to rent privately, or purchase a property on the open market within the parishes - and the applicants' household gross income is below: £26,000 for 1 bed* £33,000 for 2 bed* £40,000 for 3 bed* £53,000 for 4 bed* * Calculated as no less than 4 x LHA levels as of December 2021 and subject to annual review on 1 April. See https://lha-direct.voa.gov.uk/SearchResults.aspx?LocalAuthorityId=393

&LHACategory=999&Month=7&Year=2021&SearchPageParameters=true

The applicant has savings of no more than £25,000

The applicant(s) is/are able to afford an ABE CLT home – either to rent or share own.

CLT Area of Benefit	This is defined as the Parishes of Aldingbourne, Barnham & Eastergate (as defined by the prevailing Rural Gazetteer)
Eligible Household	A person (together with their partner, children, or dependents) who demonstrates to the reasonable satisfaction of Aldingbourne, Barnham & Eastergate Community Land Trust or its nominee that he/she qualifies under this Allocation Scheme to occupy an Affordable home.
Employed	Employment for the purpose of the priorities below is defined as working in employment or self-employment for at least 24 hours per week.
Family Member	A person who is the spouse, civil partner, partner, mother, father, sister, brother, daughter, son, grandparent, or grandchild over 18.
Housing Need	In need of suitable permanent housing and unable to afford to pay market rents or the open market price for reasonably suitable permanent housing for outright sale or a minimum 25% of a shared ownership property within the parishes.
Locally Affordable Rent	The aim of the CLT will be to offer homes for rent as near to 60% of market value (or lower) as possible. Rents will not exceed 80% of the local market rents (including any service charges) and will not exceed the Local Housing Allowance rate applicable to Arun District Council published by the Valuation Office Agency of HM Revenue and Customs.
Registered Provider	A Registered Provider of Social Housing as defined in section 80(2) of the Housing and Regeneration Act 2008 Homes that enable the applicant to own a financial stake in the property aimed at those on incomes below £80,000. These will vary according to individual developments, although it is anticipated that equity stakes will start at 25% and that, where possible, the Community Land Trust will retain an equity stake to help enable community ownership in perpetuity.

Primacy of Allocations Scheme

- 2.1 This policy sets out the process by which the CLT and housing association will ensure compliance with the requirements of the Allocations Scheme and ensure that any Affordable homes are prioritised for people in housing need with a local connection.
- 2.2 The Allocations Scheme is aimed at prioritising the affordable housing needs of those living / working in the Parishes of Aldingbourne, Barnham & Eastergate - the Community Land Trust's defined area of benefit to help ensure a sustainable community.
- 2.3 All applicants will be required to register with Arun District Council – either by eligibility to be admitted to the list Bands A to C because of housing need, or by registering specific interest in being considered for a Aldingbourne, Barnham & Eastergate CLT rented home, or joining the Shared Ownership Register for the area.

The Arun District Council Housing Register web page will contain a link to enable applicants to state their interest in being considered for a specific local Community Land Trust housing project.

Affordable Rented Dwellings

- 3.1 Applicants will be required to demonstrate to the reasonable satisfaction of the Aldingbourne, Barnham & Eastergate Community Land Trust or its nominee that, as at the date of application, they qualify as an Eligible Household, in that they are in Housing Need in line with the Arun District Council Allocation Scheme in operation at the time and either:

Priority 1

- (i) They currently live in the Parishes of Aldingbourne, Barnham & Eastergate and have done so throughout the previous 5 years; or
- (ii) They have lived in one of the Parishes for a period of 5 years' time in the past 10 years; or
- (iii) They have a strong local connection one of the Parishes:
 - they are Employed in the Parishes or their work is primarily carried out in one of the three parishes, having done so for a continuous period of at least 2 years
 - they have a Family Member living in one of the Parishes who has done so for a continuous period of at least 5 years.
 - at least 5 years of their upbringing took place in one of the three Parishes

Priority 2

- (i) They currently live in the adjacent Parishes of Bersted, Slindon, Walberton, Yapton, and have done so throughout the previous 5 years; or
- (ii) They have lived in an adjacent Parish for a period of 5 years' time in the past 10 years; or
- (iii) They have a strong local connection to an adjacent Parish:
 - they are Employed in an adjacent Parish or their work is primarily carried out in an adjacent Parish, having done so for a continuous period of at least 2 years
 - they have a Family Member living in an adjacent Parish who has done so for a continuous period of at least 5 years.
 - At least 5 years of their upbringing took place in the Bersted, Slindon, Walberton, Yapton, Parishes

Priority 3

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

Application of Criteria – Affordable Rented Homes

- 4.1 To be considered for a vacancy, applicants will need to be registered on the Arun District Council Register either by eligibility to be admitted to the list Bands A to C because of housing need, or by registering specific interest in being considered for an Aldingbourne, Barnham & Eastergate CLT rented home

All Applicants shall be required to demonstrate to the reasonable satisfaction of the Aldingbourne, Barnham & Eastergate Community Land Trust or its nominee that, at the time of application they are in Housing Need - with reference to Annex One.

- 4.2 Homes will be allocated on a cascade basis. Offers will be made to **Priority 1** applicants first, followed by **Priority 2** and then **Priority 3**.

Where there are two or more applicants who can demonstrate that they are in Housing Need, within the same Priority, the deciding factor will be their assessed level of Housing Need in relation to the banding conditions of the prevailing Arun District Council's Allocations Scheme, (Shown in **Appendix One**) with the highest level of need taking priority; if the assessed level of Housing Need is equal, the property will be allocated to the Applicant who has been registered with the Arun District Council Housing Register for the longest period of time.

- 4.3 For the purposes of the above, there shall be no aggregation of separate periods and only an unbroken single period of registration shall be taken into account.

Shared Ownership Homes

- 5.1 Aldingbourne, Barnham & Eastergate CLT homes for sale on a Shared Ownership basis will be marketed locally as a first priority, followed by wider advertising if sales cannot be achieved. Marketing will include promotion to those registered for Shared Ownership locally.
- 5.2 Shared ownership Homes will be marketed at locally affordable prices – including the rental element.
- 5.3 No estate or interest in any Shared Ownership home (other than a tenancy, a mortgage or a charge) shall be disposed of without securing that:

- (a) Aldingbourne, Barnham & Eastergate CLT are notified in writing seven days prior to advertising or marketing the Shared Ownership Dwelling for disposal
 - (b) all sales particulars produced in respect of the Shared Ownership Dwelling state that the restrictions on occupancy and tenure will be effective to bind all future owners and occupiers.
 - (c) Aldingbourne, Barnham & Eastergate CLT are given first option to buy back the property where the seller owns 100%.
- 5.4 Applicants will be required to demonstrate to the reasonable satisfaction of the Aldingbourne, Barnham & Eastergate CLT or its nominee that, as at the date of application, they qualify as an Eligible Household, in that they are in Housing Need and are registered on either Arun District Council Housing Register OR Aldingbourne, Barnham & Eastergate CLT Housing Register or the Shared Ownership Register.
- 5.5 Priority for allocations will be determined according to the Priority 1, 2 and 3 as set out above – including consideration of Armed Forces and service personnel.
- 5.6 Properties will be advertised in the Arun District Council area for a minimum period of 6 months, before advertising more widely.

Supplemental

- 6.1 For the avoidance of doubt, no person shall be permitted to occupy, use or let an Affordable Home as a second home, or as short let holiday accommodation.

Advertising Vacancies

- 7.1 On the first lettings of each development phase, Aldingbourne, Barnham & Eastergate CLT will hold at least one public meeting before the expected completion date of the properties to provide information and advice.
- 7.2 Aldingbourne, Barnham & Eastergate CLT and its partner agency will work with Arun District Council to obtain nominations from the Housing Register and the Aldingbourne, Barnham & Eastergate Community Land Trust Scheme specific register in accordance with Priorities 1, 2 and 3 as set out above.
- 7.3 If the home is to be offered under a shared ownership lease it will be advertised.
- 7.4 When notified of vacancies the Aldingbourne, Barnham & Eastergate Community Land Trust will use local communications to ensure as many local people as possible know about the vacancy and how to apply. The vacancies will also be advertised through the Choice Based lettings system operated by Arun District Council.

The Offer Process

- 8.1 SHA will be responsible for lettings.

A quarterly summary report will be provided to Aldingbourne, Barnham & Eastergate Community Land Trust of all vacancies and lettings.

Lettings Information

- 9.1 Aldingbourne, Barnham and Eastergate CLT agrees to provide Arun District Council with the details of all successful applicants on 1 April annually.

Disputes Procedure

- 10.1 Aldingbourne, Barnham & Eastergate Community Land Trust, undertake to use their reasonable endeavours to resolve any issues, complaints or disputes in respect of the operation of this Allocations Scheme or any other matter pertaining to this Scheme amicably, through discussion and co-operation.
- 10.2 Aldingbourne, Barnham & Eastergate Community Land Trust agree that any complaints or matter of dispute from an applicant or third party regarding the performance or non-performance of obligations under this Allocations Scheme or any other matter pertaining to this Allocations Scheme should usually be addressed or referred to both the Aldingbourne, Barnham & Eastergate CLT and SHA.

Legal Succession

11. Where a signatory to this Allocations Scheme changes its name or legal identity but otherwise retains the same function and purpose through succession, all duties and obligations under this Allocations Scheme will automatically transfer to the successor save in the case of succession, no signatory may transfer or assign its interest in this Scheme without the prior written agreement of Aldingbourne, Barnham & Eastergate Community Land Trust and its agent.

Variation

12. This Allocations Scheme and its provisions shall only be capable of amendment by a document in writing executed by Aldingbourne, Barnham & Eastergate Community Land Trust.

Appendix One

Band A

Band code	Criteria	Definition	Bidding requirement
A1	Medical A	The current housing conditions are having a serious or debilitating impact on a member of the household who has an emergency or life-threatening condition and it is essential to rectify the situation urgently. The emergency or life-threatening condition; and the serious or debilitating impact of the current accommodation; and an explanation of how this will be rectified or significantly improved in alternative suitable accommodation, must all be confirmed by a healthcare professional.	The Council will override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation. If this allocation is refused, the priority of the case will be reviewed and may be down-banded or removed from the housing register.
A2	Under-occupying 1+ bedroom	Applicants living in Council or Registered Provider accommodation within the Arun District who are under-occupying one or more bedrooms.	No required timescale for bidding.
A3	Disabled adaptations	Applicants releasing an adapted property or to make best use of adapted stock where the tenant does not require adaptations.	No required timescale for bidding.

A4	Successors	Statutory and non-statutory successors living in Arun District Council properties, where the Council has agreed to rehouse an applicant to more suitable accommodation than that currently occupied by the applicant, as authorized by the Housing Services Manager.	Applicants required to bid within 12 weeks of being placed in Band A. However, the Council may override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation.
A5	Fixed term tenants	Applicants who have a fixed term tenancy with Arun District Council, where the fixed term is due to expire, and the current property is not the right size for the household or contains disabled adaptations which are no longer required.	Where an applicant fails to bid successfully for an alternative property within 6 months of being instructed to do so, the Council will make one offer of suitable alternative accommodation, on a fixed term tenancy.
A6	Decant	Arun District Council transfer applicants needing temporary rehousing where the property is imminently required for essential works and the tenant cannot remain in the property.	The Council will override the choice based lettings bidding process to make a reasonable direct allocation of suitable alternative accommodation.
A7	Overcrowding Notice or Prohibition Order	An Overcrowding Notice or Prohibition Order has been served by the Council's Private Sector Housing Section as a result of overcrowding; or disrepair; and where there is an imminent risk to the household; or it would be impossible to remain in the property whilst remedial works are carried out.	The Council will override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
A8	Emergency priority	Severe housing need for exceptional circumstances, in crisis situations which warrant emergency priority as agreed by the Housing Services Manager. This excludes homeless applicants to whom the Council has a duty under Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002).	The Council will override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation.
A9	Additional priority for ex Armed Forces personnel, where the assessed need falls within Band B	The following categories will be awarded one Band higher priority than their assessed need: -former members of the Regular Forces; -serving members of the Regular Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service; -bereaved spouses and civil partners of members of the Regular Forces leaving Services Family Accommodation following the death of their spouse or partner;	No required timescale for bidding.

		-serving or former members of the Reserve Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service	
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Band B

Band code	Criteria	Definition	Bidding requirement
B1	Medical B	The current housing conditions are having a significant adverse effect on the medical condition or learning difficulties or care needs of a member of the household; and there is evidence that the condition will be significantly worsened over a period of time in the current accommodation; and there is evidence that this will be rectified or significantly improved by alternative suitable accommodation. The medical condition, learning difficulty, or care need; and the significant adverse effect of the current accommodation; and an explanation of how this will be rectified or significantly improved in alternative suitable accommodation, must all be confirmed by a healthcare professional.	Where an applicant fails to bid successfully within 3 months, the priority of the case will be reviewed, which may result in down-banding or the removal of the application. However, the Council may override the choice based lettings process to make a reasonable direct allocation of suitable alternative accommodation.
B2	Homeless (making own arrangements)	Homeless households owed the main (unintentional) duty by Arun District Council, and making their own temporary arrangements. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). Priority B2 includes homeless applicants owed the main (unintentional) duty by Arun District Council, who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations scheme do not apply.	For homeless applicants making their own housing arrangements while bidding for permanent accommodation: no required timescale for bidding. The Council may make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
B3	Homeless (owed the main duty)	Homeless households owed the main (unintentional) duty by Arun District Council, and placed in emergency or temporary	For homeless applicants placed in emergency or temporary accommodation: the Council will make a reasonable direct

		accommodation. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). Priority B3 includes homeless applicants owed the main (unintentional) duty by Arun District Council, who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations scheme do not apply.	allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
B4	Returning homeless after accommodated in the private rented sector	Previously homeless households accommodated in the private rented sector (which discharged Arun District Council's main unintentional duty) who have become unintentionally homeless again within 2 years. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). In these cases, the local connection criteria of the allocations scheme do not apply.	For homeless applicants making their own housing arrangements while bidding for permanent accommodation: no required timescale for bidding. For homeless applicants placed in emergency or temporary accommodation: the Council will make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
B5	Lacking rooms	Applicants with dependent children lacking 1 bedroom <u>and</u> lacking kitchen or bathroom; or sharing kitchen or bathroom with non-family members (as defined by S.113 Housing Act 1985); or lacking 2 bedrooms. This excludes households in interim or temporary accommodation provided by Arun District Council	No required timescale for bidding
B6	Fostering or adoption	To enable fostering or adoption where an assessed need and an agreement has been reached between Social Services and the Housing Services Manager to provide permanent accommodation prior to any placement taking place	No required timescale for bidding
B7	Returning from institution	Applicants who were previously tenants of Arun District Council, who are returning from institutions, when a housing commitment was made in order to secure the relinquishment of the Council tenancy on entering the institution	No required timescale for bidding. However, the Council may override the choice based lettings bidding process to make a reasonable direct allocation of suitable alternative accommodation.

B8	From care or supported housing	Applicants moving on from care or supported housing, as authorised by the Housing Services Manager	No required timescale for bidding
B9	Additional priority for ex Armed Forces personnel, where the assessed need falls within Band C	The following categories will be awarded one Band higher priority than their assessed need: -former members of the Regular Forces; -serving members of the Regular Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service; -bereaved spouses and civil partners of members of the Regular Forces leaving Services Family Accommodation following the death of their spouse or partner; -serving or former members of the Reserve Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service	No required timescale for bidding.

Band C

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

		homelessness duty being determined. Priority C2 includes homeless applicants who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations scheme do not apply.	sector, which will discharge the Council's main unintentional duty.
C3	Lacking 1 bedroom	Households lacking one bedroom.	No required timescale for bidding.
C4	Sharing kitchen/bath room with family members	Applicants with dependent children living with, and sharing a kitchen or bathroom with, family members (as defined by S.113 Housing Act 1985) who are not part of the immediate household and not part of the housing application. This excludes households in interim or temporary accommodation provided by Arun District Council.	No required timescale for bidding.
C5	Management transfer	Applicants living in Arun District Council accommodation requiring a transfer to properties of the same size & type for significant reasons, as agreed by the Housing Services Manager.	No required timescale for bidding. However, the Council may override the choice based lettings bidding process to make a reasonable direct allocation of suitable alternative accommodation. Where such direct allocations are refused, the Council will review the priority of the case and consider removal of the priority and removal from the housing register.
C6	Give or receive support; or to take up employment	Applicants who need to move to a particular area within Arun to give support, which cannot be met by others; or to receive support or specialised medical treatment, which is not available in the current location; and where failure to meet that need would cause hardship; and where the distance from the applicant's current location is significantly impacting on the ability to deliver or receive that support. The housing need within Arun to be confirmed by a healthcare professional or other statutory agency. Existing social housing tenants who need to move into Arun, or to a particular area within Arun, for permanent employment and who cannot fulfil their contract of employment in their current accommodation after making reasonable adjustments.	No required timescale for bidding. The Council may make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.

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

		Priority C8 includes applicants who qualify for a 'reasonable preference' on the grounds of insanitary or overcrowded housing, as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocation scheme do not apply.	
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Aldingbourne, Barnham & Eastergate Community Land Trust

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Chair

Date:

Housing Association

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Authorised Signatory

Date:

Arun District Council

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Authorised Signatory

Date :