

<u>THE PARTIES:</u>			
(1)	ARUN DISTRICT COUNCIL ("the Council")		
(2)	WOODGATE WAY LIMITED ("THE Owner")		
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land North of Lees Yard, Willows Caravans Lidsey Road, Woodgate, Westergate West Sussex P020 3SU Planning ref: AL/21/20/OUT		
	Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON		
	Ref	8110	

THIS DEED is made the 30 day of October 2020
BETWEEN:
THE PARTIES:

1.	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2.	WOODGATE WAY LIMITED (Co. Registration No, 12830700) whose registered office is at 303 Goring Road, Worthing, West Sussex, BN12 4NX ("the Owner")

WHEREAS

1.	The District Council is the Local Planning Authority, the Local Housing Authority and the Local Authority responsible for Leisure and Open Spaces for the area in which the Land is situated
2.	The Owner is registered as freehold owner of that part of the Site at HM Land Registry comprised in the title number WSX223217
3.	The Owner has made the Application and is proposing to carry out the Development
4.	The Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development
5.	This Agreement is made as a Deed

NOW THIS DEED 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:	
	" Act"	means the Town and Country Planning Act 1990 as amended
	"ABE CLT"	Means Aldingbourne Barnham & Eastergate Community Land Trust
	"Affordable Housing"	means any form of housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and

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		which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for any subsidy to be recycled for alternative affordable housing provision.								
	"Affordable Dwelling"	means twelve (12) dwellings equal to 30% of the Dwellings on the Site to be provided as Affordable Housing in accordance with the Permission								
	"Affordable Housing Land"	Means land on which the Affordable Housing is to be constructed in accordance with the Affordable Housing Scheme								
	"Affordable Housing Provider"	means either one or a combination of: <table><tr><td>a</td><td>a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Regulator of Social Housing who is either on the Council list of Approved Affordable Providers (annexed as Appendix 1); or</td></tr><tr><td>b</td><td>any other provider of Affordable Housing who is approved by the Council in writing; or</td></tr><tr><td>c</td><td>Aldingbourne Barnham & Eastergate CLT</td></tr><tr><td>d</td><td>Arun District Council</td></tr></table>	a	a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Regulator of Social Housing who is either on the Council list of Approved Affordable Providers (annexed as Appendix 1); or	b	any other provider of Affordable Housing who is approved by the Council in writing; or	c	Aldingbourne Barnham & Eastergate CLT	d	Arun District Council
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b	any other provider of Affordable Housing who is approved by the Council in writing; or									
c	Aldingbourne Barnham & Eastergate CLT									
d	Arun District Council									
	"Affordable Housing Scheme"	means a scheme by the Owner setting out, in relation to the Affordable Dwellings: <table><tr><td>a</td><td>the tenure mix;</td></tr><tr><td>b</td><td>the dwelling type;</td></tr><tr><td>c</td><td>the location</td></tr><tr><td>d</td><td>The rent level</td></tr></table>	a	the tenure mix;	b	the dwelling type;	c	the location	d	The rent level
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d	The rent level									
	"Affordable Housing Units Price"	where a price for the Affordable Dwelling units has not been calculated or agreed at the time of completing the section 106 agreement: a price to be agreed between the Council the Registered Provider and the Owner								

		being the aggregate of prices for each different type of Affordable Housing Unit within the Development on the basis that the price for each Affordable Dwelling unit will be calculated: on the assumption that the relevant Affordable Dwelling unit will be practically complete on the date of payment; so that the Registered Provider can sell or rent such Affordable Dwelling unit in accordance with the terms of this deed; to take account of the value of the property on the open market and any relevant discount to be applied to such open market value and the level of Social Housing Grant available (if any) in respect of the Affordable Housing Unit; and which sum shall be appropriately increased to reflect any subsequent changes in Standards or legislative, policy or regulatory requirements relating to or affecting the cost of building, selling or letting of all or any of the Affordable Dwelling units.
	Affordable Rented Housing	means rented housing provided by a RP or Alternative Affordable Housing Provider AAHP that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, that is required to be offered to eligible households at a rent of up to 80 per cent of local market rents inclusive of service charges 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 if each letting. "Affordable Housing Rented Unit" and "Affordable Rent "shall be construed accordingly
	"Affordable Rented Housing Units"	means up to twelve (12) units to be made available as Affordable Dwelling on the Land in the mix and at the rent levels

		identified in the table at Appendix to this Deed.
	"Allocation Policy"	means such policy other than the ABE CLT Allocations Policy as may be agreed with the Council
	"ABE CLT Allocations Policy"	Means the ABE CLT Allocations Policy as set out in Appendix 4
	"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
	"Alternative Affordable Housing Provider"	means Aldingbourne Barnham & Eastergate Community Land Trust
	"Application"	means an application in respect of the Land for the Proposed Development and given Council reference Y/40/17/OUT
	"Approved Body"	means a Registered Provider being one of the Council's preferred partners or such other Registered Provider or AAHP acceptable to the Council in accordance with the Council's Supplementary Planning Guidance and which has been first approved in writing by the Council
	"Arm's Length"	means a lender that is not a parent company/ undertaking or subsidiary company/undertaking within the meaning of part 38 of the Companies Act 2006
	"BCIS Index"	means the Building Cost Information Service All-In Tender Price Index, or any successor to that index from time to time.
	"BCIS Indexation"	means indexation by reference to BCIS Index.
	"Chargee"	Means any Arm's Length mortgagee or chargee from time to time of an RP or Alternative Affordable Housing provider who has gone into possession and is exercising its power of sale in respect of the Affordable Housing Units or any part of the Affordable Housing Units.
	"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)

	"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to 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
	"Community Land Trust"	Means Aldingbourne Barnham & Eastergate Community Land Trust
	"CPI"	means the Consumer Price Index published from time to time by the Office of National Statistics
	"the Development"	means the outline application for the erection of thirty eight(38) dwellings consisting of five(5) 4-bed houses, fourteen(14) 3-bed houses and nineteen(19) 2-bed houses, with communal work hub and associated car parking & landscaping.
	"Disposal"	means a disposal of the Affordable Dwelling Units and /or land upon which those units are to be constructed to an Approved Body or the Council whether by transfer of the freehold or the grant of a long lease for a term of at least 156 years from the date of first occupation of the first Affordable Housing Unit and "Dispose" and "Disposed" shall be construed accordingly
	"Dwelling Unit"	means a residential dwelling unit to be constructed on the Land pursuant to this Permission and "Dwelling Units" shall be construed accordingly.

	"First Occupation"	means beneficial occupation for any use for which the Proposed Development was designed other than occupation for the purposes of construction, fitting out or marketing
	"HomeBuy Agent" "Agent"	Means Help to Buy agent south-east www.helptobuyagent3.org.uk
	"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 by multiplying the relevant sum by $\frac{\text{Final Index Figure}}{\text{Base Index Figure}}$ Where: Base Index Figure equals the latest published figure in the Index at the date of this Agreement and Final Index Figure equals the latest figure published in the index at the date of the relevant payment is made
	"Interest Rate"	means the rate 4% above the base rate from time to time of Lloyds Bank applicable at the date the relevant contribution under this Agreement is paid
	"Intermediate Housing"	housing for sale and rent provided to households eligible for intermediate housing at a cost below market levels in accordance with the current guidance and standards published from time to time by the Regulator
	"Land"	means land known as Land North of Lees Yard Lidsey Road Woodgate West Sussex PO 20 3SU shown for on the Location Plan attached hereto as Appendix 3 and being registered at the Land Registry under the title number WSX223217
	"LAP"	means a Local Area for Play for children of early school age which is to be provided in accordance with Arun District Council Supplementary Planning Guidance on

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		Open Space and Recreation Standards (October 2000)
	"LEAP"	means a Local Equipped Area for Play of 460m ² to be provided by the Owner in accordance with Arun District Council Arun Open Space, Playing Pitches and Built Sport Facilities Supplementary Planning Document (January 2020)
	"LEAP and LAP Maintenance Commuted Sum"	means the Sum of £30,000 calculated as £13.51 per m ² to be paid by the Owner to the Council if the LEAP and LAP is transferred to the Council in accordance with the second and third schedule
	Local Connection	means the local connection as defined in the Allocations Policy or ABE CLT Allocations Policy (as appropriate)
	Local Housing Need	means local housing need as defined in the Allocations Policy or ABE CLT Allocations Policy (as appropriate)
	"Monitoring Fees"	means the sum of £2700 to be applied by the Council for all the purposes relevant to and connected with monitoring and compliance checking with regard to the obligations in this Deed
	"Mortgagee"	any Arm's Length mortgagee from time to time of an RP or Alternative Affordable Housing provider who has gone into possession and is exercising its power of sale in respect of the Affordable Housing Units or any part of the Affordable Housing Units.
	"Nomination Agreement"	means a nomination agreement entered into by an Approved Body with the Council in respect of the Affordable Rented Housing Units containing provisions substantially in the form set out in the Part 2 of the First Schedule to this Agreement or in such form as may reasonably be agreed between an Approved Body and the Council.
	"Nomination Rights"	means the right to nominate occupiers to the Affordable Rented Housing Units in accordance with Part 1 of the First Schedule to this Agreement

	"NPPF"	means the National Planning Policy Framework in force at the time that this Deed is completed or at the time any appeal is determined
	"Open Market Units"	means all those residential units to be constructed on the Land pursuant to the Permission which are not Affordable Rented Housing Units
	"Open Market Value"	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book)
	"Open Space"	means 2675m ² of open space and amenity space to be provided within the Development the approximate location of which is to be shown on the Plan or such other areas as the Council may approve in writing to be laid out in accordance with the Open Space Scheme approved by the Council
	"Open Space and Play Areas Maintenance Commuted Sum"	means the Sum of £45,157 calculated as £13.51 per m ² to be paid by the Owner to the Council if the Open Space and Play Areas are transferred to the Council in accordance with the second and third schedule
	"Open Space Scheme"	means a scheme to be submitted to the Council prior to Commencement of the Development setting out: a) the proposed timetable and programme for delivery of the Open Space to be provided at the Development by reference to the Occupation of a certain number of Dwellings at the Development or such other alternative trigger points for delivery of the scheme as may be approved by the Council in writing when approving the scheme b) a maintenance and management plan for any Open Space to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an

		Owner, a Management Company or some other body or organisation ; and details of the circumstances in which the Open Space may be closed to the public for maintenance, management , health and safety, and other reasons
	"Operative Date"	means the date the Proposed Development is Commenced
	"Perpetuity"	Means an indefinite period of time
	"Permission"	means the planning permission to be granted pursuant to the appeal on planning application reference number AL/21/20/OUT in the form of the draft annexed at the Third Schedule
	"Planning Authority"	means the Council
	"Play Areas"	means the LAP(s)and LEAP(s) to be provided as set out in the third schedule to this agreement
	"Proposed Development"	means the outline application for the erection of thirty eight(38) dwellings consisting of five(5) 4-bed houses, fourteen(14) 3-bed houses and nineteen(19) 2-bed houses, with communal work hub and associated car parking & landscaping
	"Provide"	means in the case of Affordable Dwelling Units to design and construct such units for habitation in accordance with the Design and Quality Standards of the Homes England or any replacement standards (or equivalent standards published by any replacement or successor body) to the reasonable satisfaction of the Approved Body and in the case of Play Areas to design construct layout and equip in accordance with the Scheme approved y the Council and "provide" and "Provided" shall be construed accordingly
	"Qualifying Occupier"	means a person who qualifies for Affordable Housing within the Allocations Policy or ABE CLT Allocations Policy
	"Regulator of Social Housing"" Regulator"	means the organisation empowered to regulate RP's under the Housing and

		Regeneration Act 2008, in line with the Legislative Reform (Regulator of Social Housing) (England) Order 2018, or any successor body having functions currently exercised by the Regulator
	"Registered Provider"	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008, or who is on the Arun District Council list of Approved Registered Providers (attached as Annex 1 to this Agreement) or specifically approved by the Council in writing for the purposes of this Agreement.
	"Residents"	means the owners and occupiers of individual Dwelling Units to be constructed on the Land
	"RICS"	means the Royal Institution of Chartered Surveyors
	"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 156 years in the form regulated by the Regulator 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 Regulator
	"Shared Ownership Units"	means any Affordable Dwelling Units to be Provided as shared ownership units for sale under a Shared Ownership Lease for sale in accordance with this Agreement
	"Site"	means the land at Land North of Lees Yard, Willows Caravans, Lidsey Road, Woodgate Westergate West Sussex PO20 3SU
	"Social Housing Grant"	grant provided by Homes England for the provision of Affordable Housing
2. INTERPRETATION		
	2.1	Clause headings shall not affect the interpretation of this Deed.
	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.

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	2.4	Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
	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	A reference to "writing" and "written" does not include fax or email.
	2.10	References to clauses and Schedules are to the clauses and schedules of this deed
	2.11	An obligation on a party not to do something includes an obligation not to allow that thing to be done
	2.12	Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
	2.13	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually
3.	LEGAL BASIS	
	3.1	This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
	3.2	The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owners.

4	CONDITIONALITY		
4.1	This Deed 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 4, , 10,15 and 16 which shall come into effect immediately upon completion of this Deed.		
4.2	In the event that the Planning Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Deed 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 Deed 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 Deed 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.	
4.3	In the event that the Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owners shall be released any of the obligations in this Deed that relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.		

5	THE OWNERS' COVENANTS	
5.1	The Owners covenant with the Council so as to bind all their interests in all parts of the Land to perform the obligations as set out in First Schedule.	
5.2	The Owners covenant with the County Council so as to bind al their interests in all parts of the Land to perform the obligations as set out in Second Schedule.	
6	THE COUNCIL'S COVENANTS	
6.1	The Council covenants with the Owners as set out in the Second Schedule.	
7	MISCELLANEOUS	
7.1	The Owners shall pay to the County on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1750].	
7.2	No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.	
7.3	This Deed shall be registrable as a local land charge by the Council.	
7.4	Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed 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.	
7.5	Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owners' request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.	
7.6	Insofar as any clause or clauses of this Deed 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 Deed.	
7.7	This Deed 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.
	7.8	Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
	7.9	Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority
	7.10	The Parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development
8	EXCLUSIONS OF LIABILITY	
	8.1	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed 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.
	8.2	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed which relate to a part of the Land in which it does not have an interest.
	8.3	This Deed 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.
	8.4	This Deed shall not be enforceable against the, occupiers, or residents of the Affordable Housing
	8.5	Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:
	8.5.1	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.
	8.5.2	Any person to whom a shared ownership lease of an Affordable Dwelling is granted.

		8.5.3	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.
		8.5.4	Any Affordable Housing Provider
	8.6	The obligations in this Deed shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development or against Network Rail in the event that part of the Land is transferred to Network Rail pursuant to the provisions of this Deed	
	8.7	The parties agree that the obligations contained in this Deed shall not be binding on, nor enforceable against, the Mortgagee or any other chargee from time to time unless and until the Mortgagee or such chargee shall have entered into possession of the Land.	
	8.8	Any legal charge entered into in respect of the Land or any part of the Land after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Deed 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 Deed that occurs prior to the mortgagee taking possession of the land	
9	WAIVER		
	No waiver (whether expressed or implied) by the Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.		
10	CHANGE IN OWNERSHIP		
	The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed 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 Owners shall not be required to give notice to the Council of any change of ownership affecting a Dwelling.		

11 FUTURE SECTION 73 CONSENTS			
	11.1	Subject to clauses 11.2 to 11.5 below, if any Section 73 Consent is granted after the date of this Deed:	
		11.1.1	the obligations in this Deed shall relate to and bind such Section 73 Consent; and
		11.1.2	the definitions of Planning 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;
	11.2	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;	
	11.3	to the extent that any of the obligations in this Deed 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;	
	11.4	the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and	
	11.5	the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.	
12 INDEX LINKED			
	12.1	Unless there is an express provision to the contrary the Owners agree with the Council that any sum payable by the Owners and referred to in Schedule 1 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 Deed
		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
	12.2	Unless there is an express provision to the contrary the Owners agree with the County Council that any sum payable by the Owners and referred to in Schedule 2 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 Deed
		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
	12.3	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 Deed) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.	
13	INTEREST		
	If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.		
14	VAT		
	All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.		
15	NOTICES		
	15.1	A notice or other communication to be given under or in connection with this deed must be in writing and must be:	
		15.1.1	delivered by hand; or
		15.1.2	sent by pre-paid first-class post or other next working day delivery service.
	15.2	Any notice or other communication to be given under this deed must be sent to the relevant party as follows:	
		15.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the

		attention of the Planning Department and quoting the Planning Application number;
	15.2.2	to the Owner at: 29 Knox Rd, Havant, Hampshire, PO9 1NP
		<i>or at such other address as the relevant party shall specify by notice to the other parties</i>
15.3		Any notice or other communication given in accordance with clause 15.1 and clause 15.2 will be deemed to have been received:
	15.3.1	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;
	15.3.2	if sent by pre-paid first-class post or other next working day delivery service at 9 am on the second Working Day after posting.
15.4		A notice or other communication given under this deed shall not be validly given if sent by email.
15.5		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.
16	JURISDICTION	
	This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.	
17	DELIVERY	
	The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.	

FIRST SCHEDULE		
PART 1		
AFFORDABLE HOUSING		
The Owner hereby covenants with and undertakes to the Council so as to bind all their interests in the land that the Owner will in respect of Affordable Housing:		
1.0	Subject to the provisions of this paragraph 1 Not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity	
1.1	To provide or cause to be provided twelve (12) of the Dwellings in the Development as Affordable Dwellings in accordance with the housing tenure mix and maximum rent levels set out in the approved Affordable Housing Scheme.	
1.2	Not to commence the construction of any Dwelling Units at the Development until the Affordable Housing Scheme has been submitted to and approved by the Council such approval not to be unreasonably delayed withheld or refused.	
1.3	To construct the Affordable Housing at the Development in accordance with the approved Affordable Housing Scheme save that if the Affordable Housing Land is transferred to an Affordable Housing Provider and such provider is to construct the Affordable Housing this clause shall not apply.	
1.4	Subject to the provisions of this paragraph 1 the Affordable Dwellings shall only be disposed of by the Owner to an Affordable Housing Provider save by way of mortgage or charge.	
1.5	Subject to the following provisions of this paragraph 1 the Owners shall not cause or permit the Occupation of more than fifty percent (50%) of the Open Market Units of the Development prior to entering into a contract or contracts for the transfer of the Affordable Housing or the Affordable Housing Land in the Development to an Affordable Housing Provider or Providers	
1.6	Subject to the following provisions of this Paragraph 1 the Owners shall not cause or permit the First Occupation of more than fifty percent (50%) of the Open Market Dwellings until the Affordable Housing Units have been completed and are ready for Occupation save that if the Affordable Housing Land is sold to an Affordable Housing Provider and such provider is to construct the Affordable Housing this clause shall not apply.	
1.7	Mechanics of Transfer	
	1.7.1	First Offer to ABE CLT

		1.7.1.1.1	A contract for the sale of land by reference to the Affordable Housing Units Price; and
		1.7.1.1.2	A draft transfer which shall include the provisions set out in paragraph 1.10 and 1.11 below.
	1.7.1.2		The First Offer shall remain open for acceptance for no less than two (2) months ("First Offer Period") from the date of the First Offer being made.
	1.7.1.3		The parties shall use reasonable endeavours to agree the Affordable Housing Unit or Units Price but in the event of failure to agree the Affordable Housing Unit Price shall be determined by an independent surveyor having at least ten years' experience in the valuation of affordable/social housing and will be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or their deputy, due regard being had to all the restrictions imposed upon the Affordable Housing Unit or Units
	1.7.2		Second Offer
		1.7.2.1	In the event that the First Offer made in accordance with paragraph 1.7.1 above is not accepted within the First Offer Period then the Owners shall make a second offer to transfer the Affordable Dwellings to ABE CLT ("Second Offer") not later than one (1) month after the expiry of the First Offer Period.
		1.7.2.2	The Second Offer shall consist of the same terms as the First Offer subject to revisions necessitated by the lapse of time and shall remain open for acceptance for no less than one (1) month ("Second Offer Period") from the date of the Second Offer being made.
	1.7.3	1.7.3.1	In the event that the Second Offer made in accordance with paragraph 1.7.2 above is not accepted within the Second Offer Period then the Owners shall make an offer to transfer the Affordable Dwellings to any Affordable Housing Provider and to ABE CLT ("Third Offer") not later than one (1) month after the expiry of the Second Offer Period.
		1.7.3.2	The Third Offer shall consist of the same terms as the First Offer and Second Offer subject to revisions necessitated by the lapse of time and shall remain open for acceptance for no less than one (1) month to the ABE CLT ("Third Offer Period") or two months to another Affordable

Final section 106 Land North of Lees Yard

				Housing Provider from the date of the Third Offer being made.
Commuted Sum Payable If First, Second and Third Offer Not Implemented				
1.8	In the event that the Third Offer is not accepted within the Third Offer Period then the Owners may:			
1.8.1	on or before the occupation of 50% of the Market Units 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 1 insofar as it relates to the Affordable Dwellings and the Affordable Dwellings may be sold on the open market as Market Units; or			
1.9	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; and		
	Y=	the number of Affordable Dwellings which will not be provided on the Site as part of the Development in accordance with the terms of this Agreement.		
NOMINATION RIGHTS				
1.10	To procure that the Affordable Housing Provider or Alternative Affordable Housing Provider (which includes the ABE CLT) grants Nomination Rights to the Council to the first Occupation of the Affordable Housing Units PROVIDED THAT where the ABE CLT is the scheme owner, it will seek to allocate the Affordable Rented Housing units in accordance with the agreed Allocations Policy between the ABE CLT and the Council and in the absence of agreement with ABE CLT or in any other case the following criteria:			
1.10.1	any family association in the District of Arun in accordance with any relevant housing allocation policy;			
1.10.2	Any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;			
1.10.3	Any employment opportunity in the District of Arun;			
1.10.4	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 Affordable Housing Provider.
	1.11	To procure that any transfer of Affordable Dwellings to an Affordable Housing Provider or to an Alternative Affordable Housing provider will contain the following provisions:
	1.11.1	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;
	1.11.2	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 Site; and
	1.11.3	The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Unit; and
	1.11.4	The imposition of such covenants and conditions such as will procure that the Affordable Housing Land is used solely for the construction and provision of Affordable Housing in accordance with the Affordable Housing Scheme and on terms that the transferee shall not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity
	1.11.4	A Condition that the Affordable Housing Provider or Alternative Affordable Housing 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 Rents & Nominations Agreement with the Council substantially in the form set out in Part 2 of this First Schedule
	1.12	the Owners covenant with the Council:
	1.12.1	to take all reasonable and prudent steps within its power to avert the repossession of the Affordable Dwellings by any Chargee of the Affordable Housing Provider or the exercise by any 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 Dwellings with sitting tenants to another Affordable Housing Provider or, at the Council's option, to the Council;
	1.12.2	in the event of the Owners become 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
		1.12.3	in the event of the Owners become aware of any notice, order or direction having been served, made of given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Dwellings, to notify the Council of this as soon as reasonably practicable.
	1.13	the Owners and the Council hereby agree that	
		1.13.1	
			In the event of a default under any security referred to in paragraph 1.12 or in other circumstances warranting the intervention of the Regulator(whether under the Housing Act 1996 or otherwise) the affordable housing provisions in this Agreement shall not be binding upon a mortgagee or 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 dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT: a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the affordable dwellings 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 dwellings 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 b) if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the affordable dwellings free from the [affordable housing provisions]in this Agreement which provisions shall determine absolutely

FIRST SCHEDULE
PART 2
RENT & NOMINATIONS AGREEMENT (see attached but to be inserted here on engrossment)

FIRST SCHEDULE

PART 2

**RENT & NOMINATIONS AGREEMENT (see attached but to be inserted here
on engrossment)**

Final section 106 Land North of Lees Yard

FIRST SCHEDULE PART 2
Final DRAFT Nominations Agreement

THIS AGREEMENT is made the day of 2020

BETWEEN:

THE PARTIES

- (1) **ALDINGBOURNE, BARNHAM AND EASTERGATE COMMUNITY LAND TRUST** (FCA registration number: 8039) ("ABE CLT") of Parish Office, Barnham Community Hall, Murrell's Field, Yapton Road, Barnham, West Sussex, PO22; ("The AHP")
and
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council").

RECITALS

- (A) ABE CLT is the registered proprietor of the Affordable Housing Units and is an Affordable Housing Provider.
- (B) The Council is the local planning authority for the area in which the Affordable Housing Units are situated for the purposes of section 106 of the Town and Country Planning Act 1990.
- (C) Various planning obligations are secured against the Land on which Affordable Housing Units are built which inter alia seeks to secure the availability of the Affordable Housing Units for Perpetuity in addition to the nomination rights of the Council subject to the completion of this Agreement.
- (D) The Council and the ABE CLT agree that this Agreement shall be entered to secure the provision of Affordable Housing on the Land in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS

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

"Affordable Housing"	means, Affordable Rented Housing provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable
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Rents and Nominations Agreement ABE CLT July 2020 Land North of Lees Yard
Lidsey Road Woodgate West Sussex PO 20 3SU 8110051020

	housing provision.
"Affordable Housing Provider"	Means ALDINGBOURNE, BARNHAM AND EASTERGATE COMMUNITY LAND TRUST
"Affordable Housing Units"	means twelve (12) residential units comprising 12 Affordable Rented Housing Units, to be made available for Affordable Housing on the Land in accordance with the housing tenure and mix shown illustrated in the table at Appendix 3 to this Agreement.
"Affordable Rented Housing"	means either in the case of rented housing in a scheme owned by ABE CLT, housing that has the same characteristics as Social Rented Housing that is required to be offered to eligible households at a rent of up to 80 per cent of local market rents inclusive of service charges, or in any other case housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents inclusive of service charges.
"Affordable Rented Housing Unit(s)"	means twelve (12) units to be made available for Affordable Rented Housing on the Land in the mix and at the rent levels identified in the table at Appendix 3 to this Deed.
"Agent"	means Sussex Homes the Local HomeBuy service which provides a one-stop shop for low cost housing products.
"Allocations Policy" "ABE CLT Allocations Policy"	Has the same meaning as set out in the definitions in the in the section 106 Agreement
"Common Housing Register" and "Choice Based Lettings" and "Sussex HomeBuy"	means either a single housing list and lettings system shared by the Council in common with its RP partners giving access to available homes of the Council and its RP partners to persons in Affordable Housing priority need or in a scheme owned by ABE CLT such register or list as may be agreed in writing with the Council prior to execution of this agreement .
"CPI"	means the general index of consumer prices (for all items) published by the Office for National Statistics or, if that index is not published for any month, any substituted index or index figures published by that office, and where this Agreement refers to CPI, this shall be the figure for CPI for September of the preceding year.
"Dispose"	means to sell, let or otherwise part with possession ("dispose") (save by way of mortgage or charge) and "Disposal" and "Disposed" shall be construed accordingly.
"Initial Let"	means the first tenancy of such newly constructed and previously unoccupied Rented Unit;

"Homes England"	means the national housing and regeneration agency for England created under the Housing and Regeneration Act 2008 or any successor body having such functions.
"Land"	means that part of the Land at Land North of Lees Yard Lidsey Road Woodgate West Sussex PO 20 3SU as defined in the Planning Obligation Agreement upon which the Affordable Housing Units are to be provided.
"Nomination List"	means the list to be supplied to the Council pursuant to the Nomination Procedure in Appendix 1
"Nominations Procedure"	means the procedure set out in Appendix 1 to this Agreement for making nominations in relation to Affordable Housing units on the Land
"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 Affordable Rented Housing Unit;
"Perpetuity Period"	means an indefinite period
"Planning Obligation Agreement"	means the Planning Obligation Agreement entered into pursuant to the Planning Permission.
"Planning Permission"	means planning permission ref: AL/21/20/OUT as modified or varied from time to time.
"Practical Completion"	means the date that the certificate of practical completion is issued in respect of the Affordable Housing Units.
"Rent Standard"	means the rent standard set by the Regulator of Social Housing in Appendix 1 of the Rent Standard Guidance or such replacement rent standard in force from time to time.
"Rent Standard Guidance"	means the <i>Policy Statement on Rents for Social Housing</i> and the Government's Direction on the Rent Standard 2019 (issued 21 February 2019) or such replacement guidance issued by that department or its successor from time to time.
"Service Charges"	means such charges as are payable by the ABE CLT for the provision of services to the Affordable Housing Units including any annual increases in such charges.
"Substitute Nomination"	means the written notification served on the Council by ABE CLT advising of the immediate availability of a substitute Social Affordable Rented Housing Unit pursuant to the terms of clause 4 of this Agreement.
"Subsequent Nominee"	means a Nominee to be offered a Tenancy Agreement pursuant to the Nominations Procedure.
"Target Rents"	means rents for social rented properties calculated in accordance with the formula rents set out in the Rent Standard 2019 (dated February 2019) and subject to the limit on rent changes and rent

	caps set out therein and subject to indexation as permitted by the Rent Standard from time to time.
"Tenancy Agreement"	means an assured Tenancy Agreement in a form prepared by the ABE CLT and containing terms which accord with the form of Tenancy Agreement being used by the ABE CLT from time to time for its general lettings
"Vacancy Notice"	means a written notice given by the ABE CLT to the Council (in a form to be agreed between the ABE CLT 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 ABE CLT that the construction and fitting out of the Affordable Housing Rented Unit is completed
"Void"	means an Affordable Housing 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 ABS CLT; b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Homes England.
"Void Notice"	means a written notice given by the ABE CLT to the Council (in a form to be agreed between the ABE CLT 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. GOVERNING LEGAL PROVISIONS

2.1. This Agreement is entered into pursuant to:

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

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

2.3. This Agreement shall bind ABE CLT and its successors in title (save as provided by clause 10 of this agreement) in Perpetuity

3. NOMINATIONS PROCEDURE

ABE CLT covenants and undertakes to the Council in relation to the Affordable Rented Housing Units in Perpetuity that ABE CLT will:

3.1. Use the Affordable Rented Housing Units for housing:

- (A) residents of Arun District Council; or
- (B) people who are on the Council's Common Housing Register but not necessarily resident in Arun District Council.

3.2. Sign up to participate and comply with the terms of the Council's Common Housing Register and Choice Based Lettings procedure as defined by the Council from time to time, or such other list or register as agreed with the Council PROVIDED THAT if the Council's Common Housing Register and Choice Based Lettings procedure is no longer in operation ABE CLT will comply with the remainder of this Clause 3.

3.3. Apply to the Council for nominations to the tenancies of 100% of the Affordable Rented Housing Units under the Nominations Procedure a minimum of two months before the Affordable Rented Housing Units first become available for letting.

3.4. Accept the nominee of the Council as tenant in accordance with the Nominations Procedure on each occasion under Clauses 3.3 and 3.4 above and ABE CLT will in case of rejection re-offer the right to nominate to the Council under the Nominations Procedure.

3.5. If there has been insufficient referrals or insufficient take up so that there are a number of Affordable Rented Housing Units still available, then the above procedure will be repeated PROVIDED THAT if:

3.5.1. by Practical Completion of the Affordable Rented Housing Units there are a number of properties that remain unlet; or

3.5.2. on a subsequent letting in the event that a Affordable Rented Housing Units remains un-let after a period of four weeks from the receipt of ABE CLT's second request for nominations to that unit.

then ABE CLT shall be entitled to offer any such Affordable Rented Housing Units to people in housing need who have not been referred by the Council PROVIDED THAT for the avoidance of doubt the procedure in this Clause 3 shall apply on every subsequent letting FURTHER PROVIDED THAT nothing in this Agreement shall require ABE CLT to accept any nominee who does not fall within:

- (a) ABE CLT's objects; or
- (b) ABE CLT's policy on allocations or referrals; or
- (c) any reasonable criteria from time to time established by ABE CLT which should be satisfied by any tenant seeking a tenancy from ABE CLT.

3.6. Subject to Clause 4 below and any changes in legislation ABE CLT will not Dispose of the Affordable Rented Housing Units (save by way of mortgage or charge) unless the procedure set out in Clause 4 below is invoked.

4. SUBSTITUTE AFFORDABLE RENTED HOUSING UNITS

- 4.1. ABE CLT must notify the Council of its wish to make a Substitute Nomination at least 28 days before completion of its Disposal of the Affordable Rented Housing Units.
- 4.2. The substitute Affordable Rented Housing Units shall be:
- (a) of a size equal to or larger than the rented unit proposed to be disposed of when measured by reference to size and number of habitable rooms; and
 - (b) within the boundaries of Arun District Council; and
 - (c) in tenable repair and condition; and
 - (d) not subject to any other nomination right owed to the Council; and
 - (e) not subject to any restriction on nomination by reference to the type of tenant who may be nominated (requirements that it be used for persons in necessitous circumstances or other income restrictions of a like kind excepted); and
 - (f) available for letting on the terms set out in Clause 5 hereof for the remainder of the period until the expiry of this Agreement; and
 - (g) similar in its provision of such amenities as pertain to the Affordable Rented Housing Units proposed to be Disposed of.
- 4.3. ABE CLT shall before the Disposal of the Affordable Rented Housing Units for which the Substitute Nomination has been made execute and deliver to the Council documents containing covenants (to be in a form reasonably satisfactory to the Council) similar and relevant in all respects to the terms of this Agreement and binding the Substitute Nomination unit to be held under this Agreement (including the obligation to provide the Substitute Nomination unit for the Perpetuity Period).
- 4.4. If the Council objects in writing within 14 days of receipt of the Substitute Nomination that in its reasonable opinion any of the criteria set out in Clause 4.2 are not satisfied, then the Disposal of the Affordable Rented Housing Units shall not take place until either the Council withdraws its objection or the matter has been determined by a third party agreed between the parties or if not agreed within 14 days then appointed by the President for the time being of the Chartered Institute of Housing.
- 4.5. The third party referred to in Clause 4.4 shall act as an expert and shall be obliged to consider representations from both sides except that if either party has not made representations within 14 days of a request in writing by the third party he may proceed without considering such representations AND the third party shall be entitled to rely on his own experience and on whatever other evidence he chooses and shall produce a reasoned report stating whether in his view the criteria are met in full or are not met in full and his decision shall be binding on both parties and he may award costs as he sees fit (but if no such decision as to costs is made, then his costs shall be borne equally by the parties).
- 4.6. In the event that the Council does not object within 14 days or the third party accepts that the criteria are met, the Substitute Nomination shall proceed.
- 4.7. In the event that ABE CLT agrees with the objection or the third party decides that any of the criteria set out in Clause 4.2 are not met then ABE CLT may at its own option:
- 4.7.1. abandon the Disposal of the Affordable Rented Housing Units; or
 - 4.7.2. notify the Council of another Substitute Nomination.
- 4.8. It is hereby agreed that on delivery of the Substitute Nomination documents referred to in Clause 4.3 hereof, the Affordable Rented Housing Units referred to therein shall thenceforth be freed from the covenants and undertakings contained in Clause 3 of this Agreement and this Agreement shall thereafter be construed as though the Substitute Nomination was an Affordable Rented Housing Units within this

Agreement for all purposes AND in addition to the provisions of Clause 10 hereof a memorandum to that effect shall be endorsed on this Agreement.

5. RENT LEVELS – AFFORDABLE RENT

The ABE CLT hereby undertakes and covenants in relation to the Affordable Rented Housing Units that for the Perpetuity Period:

- 5.1. The rents inclusive of Service Charges for first lettings and subsequent lettings and tenancy renewals of any Affordable Rented Housing Unit shall be set at levels that are affordable in relation to local incomes PROVIDED THAT the ABE CLT shall obtain the written agreement of the Council as to the revised weekly rents and the Council shall act reasonably when agreeing the revised weekly rents with reference to its annual revised Affordable Rent levels assessed as affordable for local residents on average incomes.

6. SERVICE CHARGES

The ABE CLT will use reasonable endeavours (to the extent within its control) to ensure that any Service Charges for the Affordable Rented Housing Units are fair and reasonable and shall have regard to the Guidance on Rents for Social Housing and/or other guidance or statutory guidelines as may pertain from time to time in relation to the services provided by the landlord of the Land.

7. EXEMPTIONS

It is hereby agreed by the Council and ABE CLT that the terms of this Agreement shall:

- 7.1. not be binding on a mortgagee or 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 or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing; and
 - b) 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 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
 - c) 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 free from the provisions in this Agreement which provisions shall determine absolutely
- 7.2. Cease to apply to any part or parts of the Land which are transferred or leased by any mortgagee referred to in Clause 8 above or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the ABE CLT

8. NOTICES

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

9. GENERAL COVENANTS AND UNDERTAKINGS

ABE CLT covenants and undertakes to the Council that:

9.1. the ABE CLT will use reasonable endeavours to ensure that:

- (a) the tenants of the Affordable Rented Housing Units do not (save where such action is permitted by law and the Regulator's Tenants Charter) at any time part with possession of, sublet or assign (or any part of) an Affordable Rented Housing Units; and
- (b) no tenant of an Affordable Rented Housing Unit remains a tenant of the ABE CLT if the tenant is found to have fraudulently given information to either the Council or the ABE CLT in order to become a tenant of an Affordable Rented Housing Unit which has a substantial influence on the decision to grant a tenancy of an Affordable Rented Housing Unit to that person.

9.2. All units are categorised in accordance with Arun District Council Accessible Housing Register prior to letting.

9.3. At least 10% of Affordable Housing Units are to be wheelchair accessible or capable of being easily adapted for wheelchair use.

9.4. All Affordable Housing Units designated wheelchair accessible are marketed a minimum of six months prior to Practical Completion to enable the needs of incoming tenants to be taken into account as far as possible during the fit-out of the unit.

9.5. ABE CLT will on the date hereof pay the Council's reasonable and proper costs in respect of this Agreement in the sum of one thousand five hundred Pounds (£1750).

10. MISCELLANEOUS

The Council and ABE CLT hereby agree that:

10.1. If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.

10.2. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

10.3. The consent or approval of the purchaser tenant and/or occupier of any Affordable Housing Unit and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement.

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

11. DISPUTE RESOLUTION

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

- (a) Such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;
- (b) In the absence of agreement between the parties as to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause (a) of this Clause 13 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (a) of this Clause 13 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

12. LOCAL LAND CHARGE

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

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

APPENDIX 1

Nominations Procedure (Ref. Clause 3)

DRAFT

APPENDIX 3

Part 1

**SCHEDULE OF ACCOMMODATION AT Land at Land North of Lees Yard Lidsey Road Woodgate West
Sussex P0 20 3SU**

Number of Units	Beds	Tenure	Weekly Rent (inc Service Charge) on first letting
4 x	1 bed		
6 x	2 bed		
2x	3 bed		
Total 12			

Rents 2020/21

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

)
)
)

DULY AUTHORISED SIGNATORY

Signed as a Deed by affixing the Common)
Seal of ABE CLT

)
)

in the presence of:

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

DRAFT

SECOND SCHEDULE

PROVISION OF OPEN SPACE

The Owner hereby covenants with and undertakes to the Council so as to bind all their interests in the land that the Owner will in respect of the Open Space:

1. Prior to the commencement of the Development
 - a. submit the Open Space Scheme, to the Council for approval with a notice requiring written approval of the Scheme by the Council prior to the first occupation of the 19th Dwelling.
 - b. not cause or permit the Development to be commenced until the Open Space Scheme has been submitted to the Council for approval
2. Prior to first Occupation of 19 Dwellings
 - a. Request the written agreement of the Council to the Open Space Scheme within a reasonable time specified in the request and clause 7.4 of this Deed (timescale for responding to requests, etc) shall apply
 - b. Not cause or permit the first Occupation of more than 18 Dwellings until the Open Space has been provided and laid out in accordance with the scheme approved by the Council.
3. Prior to the first Occupation of the 19th Dwelling
 - a. the Owner shall supply to the Council proposals for arrangements to secure the management and future maintenance of the Open Space and in that proposal the Owner shall elect whether to transfer the Open Space, to a Management Company or to the Council and further the Owner shall state whether the Owner proposes to transfer the management and future maintenance of the Open Space to a Management Company or to the Council
 - b. the Owner shall not cause or permit first Occupation of the 19th Dwelling until the Owner has notified the Council in writing as to whether it has elected to transfer the Open Space, to a Management Company or the Council

THIRD SCHEDULE

PROVISION OF LOCAL AREA FOR PLAY(LAP) AND LOCAL EQUIPPED AREA FOR PLAY(LEAP) TOGETHER "PLAY AREAS"

The Owner hereby covenants with and undertakes to the Council so as to bind all their interests in the land that the Owner will in respect of the Play Areas:

- 1 Prior to the commencement of the Development
 - a. submit the Play Areas Scheme, to the Council for approval with a notice requiring written approval of the Council to the Scheme prior to the first occupation of the 19th Dwelling.
 - b. not cause or permit the Development to be commenced until the Play Areas Scheme has been submitted to the Council for approval
- 2 Prior to first Occupation of 19 Dwellings
 - a. Request the written agreement of the Council to the Play Areas Scheme within a reasonable time specified in the request and clause 7.4 of this Deed (timescale for responding to requests, etc) shall apply.
 - b. The Owner shall not cause or permit the first Occupation of more than 18 Dwellings until the Play Areas have been provided and laid out ready for use by the public in accordance with the scheme approved by the Council
- 3 Prior to the first Occupation of the 19th Dwelling
 - a. the Owner shall supply to the Council proposals for arrangements to secure the management and future maintenance of the Play Areas and in those proposals the Owner shall elect whether to transfer the Play Areas, to a Management Company or to the Council and shall state whether the Owner proposes to transfer the management and future maintenance of the Play Areas to a Management Company or to the Council
 - b. The Owner shall not cause or permit first Occupation of the 19th Dwelling until the Owner has notified the Council in writing as to whether it has elected to transfer the Play Areas, to a Management Company or the Council
- 4 within two months of the completion of the Play Areas
 - a. the Owner shall pay to the Council the LEAP and LAP Maintenance Commuted Sum where the Owner elects to transfer management and future maintenance of the Play Areas, to the Council

**FOURTH SCHEDULE
APPENDIX 1
DRAFT PLANNING PERMISSION**

Final section 106 Land North of Lees Yard

DECISION NOTICE

Application Ref: AL/21/20/OUT

1 To Addressee

Whaleback
The Old Bank
Office 11, 257 New Church Street
Hove
East Sussex
BN3 4EE

DRAFT

More than 6 months
check EOT- fee refund!

~~HAS TIME EXPIRED FOR PRECOMMENCEMENT CONDITIONS?~~

2 Site Address

Land North of Lee's Yard
Lidsey Road
Woodgate
PO20 3SU

3 Description of Development

Outline application with some matters reserved for the erection of 38 No. dwellings consisting of 5 No. 4-bed house, 14 No. 3-bed houses & 19 No. 2-bed houses, with communal work hub & associated car parking & landscaping (resubmission following AL/57/18/OUT). This application is a Departure from the Development Plan.

4 In pursuance of their powers under this Act and related Orders and Regulations the Council **PERMIT** this development to be carried out in accordance with the application and plans and subject to compliance with the following conditions and Section 106 Agreement.

- 1 The permission hereby granted is an outline permission under s92 of the Town and Country Planning Act 1990 (as amended) and an application for the approval of the Local Planning Authority to the following matters must be made not later than the expiration of 3 years beginning with the date of this permission:-

- (a) Layout;
- (b) Scale;
- (c) Appearance;
- (e) Landscaping.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be begun either before the expiration of 5 years from the

date of this permission, or before expiration of 2 years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

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

Location Plan Dwg 001 Rev A;
Block Plan Dwg 002; and
Access Plan Dwg 6530A/102 Rev B.

Reason: For the avoidance of doubt and in the interests of amenity, road safety and the environment in accordance with policies QE SP1, D DM1, T SP1, T DM1 and C SP1 of the Arun Local Plan.

- 4 The development must be carried out in accordance with the mitigation measures and enhancements specified within the Ecological Impact Assessment (Rev 01, 06/03/20). The enhancements and mitigation measures shall be implemented in full and permanently retained and thereafter maintained as fit for purpose.

Reason: In accordance with Arun Local Plan policy ENV DM5 and the National Planning Policy Framework.

- 5 The details submitted pursuant to Condition 1 shall include acoustic fencing in accordance with sections 9.3 & 9.4 of the noise report by Acoustic Associates Sussex Ltd dated 02/04/2020 (project ref: J2489)

Reason: To protect the amenities of new residents from noise associated with the industrial site to the south and the main road to the west in accordance with Policy QE DM1 of the Arun Local Plan.

- 6 The details submitted pursuant to Condition 1 shall include measures to ensure that the risk from flooding to the proposals is reduced. This could include having the finished floor levels of the affected properties set above flood levels.

Reason; To protect the residents from the affects of flooding and noting that a small area of the eastern part of the site is affected by surface water flooding therefore in accordance with policies W DM2 and W DM3 of the Arun Local Plan.

- 7 No construction activities shall take place, other than between 08:00 to 18:00 hours (Monday to Friday) and 08:00 to 13:00 hours (Saturday) with no works on Sunday or Bank Holidays.

Reason: To protect the amenity of local residents in accordance with policies QE SP1 and QE DM1 of the Arun Local Plan.

- 8 No development shall take place, including any works of demolition, until a Construction & Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority (who shall consult with West Sussex County Council and the Councils Environmental Health Officers). Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters:

- An indicative programme for carrying out of the works;
- Details of the arrangements for public engagement / consultation both prior to and continued liaison during the construction works;

- Measures to minimise the noise (including vibration) generated by the construction process to include proposed method of piling for foundations, the careful selection of plant and machinery and use of noise mitigation barrier(s);
- details of any floodlighting, including location, height, type and direction of light sources and intensity of illumination;
- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- Measures to control the emission of dust and dirt during construction; and
- A scheme for recycling / disposing of waste resulting from demolition and construction works.

Reason: In the interests of the safety/amenity of nearby residents & occupiers of any nearby noise sensitive premises, the safety & general amenities of the area and in the interests of highway safety in accordance with policies D DM1, QE SP1, QE DM1, QE DM2, QE DM3 and T SP1 of the Arun Local Plan and the NPPF. This is required to be a pre-commencement condition because it is necessary to have the site set-up agreed prior to access by construction staff.

- 9 Development shall not commence, other than works of site survey and investigation, until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA. Winter groundwater monitoring to establish highest annual ground water levels and winter Percolation testing to BRE 365, or similar approved, will be required to support the design of any infiltration drainage. No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

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

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

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

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

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

- 12 Development shall not commence, other than works of site survey and investigation, until a Soil Resource Plan has been submitted to and approved in writing by the Local Planning Authority. This shall set out how the best and most versatile soils on the site are to be protected during construction and then recycled/reused in the new development layout. The soil protection/mitigation measures shall be implemented as per the document and then permanently adhered to throughout the construction and development of the site.

Reason: In accordance with Arun Local Plan policy SO DM1 and the National Planning Policy Framework. It is considered necessary for this to be a pre-commencement condition to protect the best and most versatile soils on the site prior to the construction commencing.

- 13 Prior to commencement of the development hereby approved (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved in writing by the Local Planning Authority:

1. A 'Preliminary Risk Assessment' which has identified: all previous (historical) uses; potential contaminants associated with those uses; a conceptual model of the site indicating sources, pathways and receptors; and potentially unacceptable risks arising from contamination at the site.

2. A 'Site Investigation Scheme', based on (1) above to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3. Based on the 'Site Investigation Scheme' and the detailed risk assessment (2), an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

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

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

The scheme shall be implemented as approved above and, prior to commencement of any construction work (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a Verification Report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of that remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to

demonstrate that the site remediation criteria have been met. The report shall also include a 'long-term monitoring and maintenance plan' for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification report, and for the reporting of this in writing to the Local Planning Authority.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun Local Plan policies QE SP1 and QE DM4. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.

- 14 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources (as described in the glossary at Annex 2 of the National Planning Policy Framework) unless it can be demonstrated that a fabric-first approach would achieve an equivalent energy saving. Details and a timetable of how this is to be achieved for each phase or sub phase of development, including details of physical works on site, shall be submitted to and approved in writing by the Local Planning Authority before any development in that phase or sub phase begins. The development shall be implemented in accordance with the approved details and timetable and retained as operational thereafter.

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

- 15 Prior to the commencement of the development hereby approved, full details of the mitigation measures required in order to demonstrate that the internal noise levels within the residential units will conform to the "Indoor ambient noise levels for dwellings" guideline values specified within Table 4 under section 7.7.2 of BS 8233:2014 shall be submitted and approved in writing by the Local Planning Authority. The mitigation measures shall include those specified in sections 9, 9.1 and 9.2 of the noise report by Acoustic Associates Sussex Ltd dated 02/04/2020 Project ref; J2489.

Details shall be compiled by a competent acoustician on sound insulation and noise reduction for buildings. The scheme should take into account the correct number of air changes required for noise affected rooms and provide detail on the ventilation where this is required. The works specified in the approved scheme shall then be carried out in accordance with the approved details prior to occupation of the premises and be retained thereafter.

Reason: To protect the amenities of new residents from noise associated with the industrial site to the south and the main road to the west in accordance with Policy QE DM1 of the Arun Local Plan. This is required to be a pre-commencement condition because the approved measures may need to be built into the fabric of the buildings.

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

Reason: To ensure that the proposed development has a satisfactory means of disposing of foul sewerage in accordance with policies W DM1 and W DM3 of the Arun Local Plan. This is required to be a pre-commencement condition because it is necessary to implement the foul water drainage system prior to commencing any building works.

- 17 Prior to the occupation of any part of the development, a strategy for the provision of the highest

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

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

- 18 Prior to the occupation of any part of the development, full details of new external lighting shall be submitted to and approved in writing by the Local Planning Authority. These details shall include the predictions of both horizontal illuminance across the site and vertical illuminance affecting immediately adjacent receptors. The lighting installation shall comply with the recommendations of the Institution of Lighting Professionals (ILP) "Guidance Notes for the Reduction of Obtrusive Light" (GN01:2011). The scheme shall also minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding unnecessary artificial light spill through the use of directional light sources and shielding.

Prior to occupation, the predicted illuminance levels shall be tested by a competent person to ensure that the illuminance levels agreed in the scheme are achieved. Where these levels have not been met, a report shall demonstrate what measures have been taken to reduce the levels to those agreed within the application scheme. The lighting approved shall be installed and shall be maintained in accordance with the approved details.

Reason: In the interests of the amenities of the area, the site biodiversity (particularly in respect of bats), the interests of minimising crime and to minimise unnecessary light spillage outside the development site in accordance with policies QE SP1, QE DM2 & ENV DM5 of the Arun Local Plan.

- 19 Prior to the occupation of the dwellings, a scheme for the provision of facilities to enable the charging of electric vehicles to serve the approved dwellings shall be submitted to the local planning authority for approval and thereafter implemented in accordance with the approved details and the charge points shall thereafter be permanently retained and maintained in good working condition.

Reason: New petrol, diesel and hybrid cars/vans will not be sold beyond 2035, and to mitigate against any potential adverse impact of the development on local air quality, in accordance with policy QE DM3 (c) of the Arun Local Plan, the Arun Parking Standards SPD and the National Planning Policy Framework.

- 20 No part of the development shall be first occupied until such time as the vehicular access serving the development has been constructed in accordance with the details shown on the drawing titled Access Plan and numbered 6530A/102 Rev B.

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

- 21 No dwelling shall be first occupied until the car parking serving the respective dwellings have been constructed in accordance with plans and details to be submitted to and approved in writing by the Local Planning Authority. Once provided the spaces shall thereafter be retained at all

times for their designated purpose.

Reason: In the interests of road safety and to provide adequate on-site car parking for the development in accordance with Arun Local Plan policy T SP1.

- 22 No dwelling shall be first occupied until covered and secure cycle parking spaces serving the respective dwellings have been provided in accordance with plans and details to be submitted to and approved by the Local Planning Authority.

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

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

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

- 24 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing by, the local planning authority. The remediation strategy shall be implemented as approved.

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

INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to:

(1) Affordable Housing

12 dwellings with a tenure split of 75% affordable rented and 25% shared ownership housing. To be provided not later than 50% occupation of the development.

(2) On-site Local Play

A Local Equipped Area of Play (LEAP) of 460m² to be provided on the site together with either a management plan (if to be private) or a £30,000 maintenance contribution (if adopted by the LPA).

(3) On-site Public Open Space (POS)

Provision of sufficient on-site POS (2675m2) together with either a management plan (if to be private) or a £45,157 maintenance contribution (if adopted by the LPA).

INFORMATIVE: In addition to the Section 106 Legal Agreement, this application would also be liable for CIL in accordance with the Councils CIL Charging Schedule available to view at: <https://www.arun.gov.uk/cil>.

INFORMATIVE: The applicant is advised that the erection of temporary directional signage should be agreed with the Local Traffic Engineer prior to any signage being installed. The applicant should be aware that a charge will be applied for this service.

INFORMATIVE: If in the future it is determined that the onsite Tree 01 should be felled then a bat survey may be required as the tree has potential as a bat roost. If any bats are found then a Natural England Protected Species License will be required and this will need to be obtained prior to any works taking place.

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

INFORMATIVE: This notice does not give authority to destroy or damage a bat roost or disturb a bat. Bat species are protected under Section 39 of the 1994 Conservation (Natural Habitats etc) Regulations (as amended), the 1981 Wildlife and Countryside Act (as amended) and the 2000 Countryside and Rights of Way Act. It is illegal to damage or destroy any bat roost, whether occupied or not, or disturb or harm a bat. If you are aware that bats roost in a tree(s) for which work is planned, you should take further advice from Natural England (via the Bat Conservation Trust on 0845 1300228) or an ecological consultant before you start. If bats are discovered during the work, you must stop immediately and contact Natural England before continuing.

INFORMATIVE A formal application for connection to the public sewerage system is required in order to service this development, please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk. Please read the New Connections Services Charging Arrangements documents which is available to read on the SW website via the following link <https://beta.southernwater.co.uk/infrastructurecharges>.

INFORMATIVE: In the interests of crime prevention and deterrence, the development should incorporate security measures in accordance with the consultation advice of Sussex Police (dated 12/03/20) as available on the Councils website.

INFORMATIVE: Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The percolation tests must be carried out in accordance with BRE365, CIRIA R156 or a similar approved method and cater for the 1 in 10 year storm between the invert of the entry pipe to the soakaway, and the base of the structure. It must also have provision to ensure that there is capacity in the system to contain below ground level the 1 in 100 year event plus 40% on stored volumes, as an allowance for climate change. Adequate freeboard must be provided between the base of the soakaway structure and the highest recorded annual groundwater level identified in that location. Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest winter groundwater table in support of the design. The applicant is advised to discuss the extent of groundwater monitoring with the Council's Engineers. Supplementary guidance notes regarding surface water drainage are located here <https://www.arun.gov.uk/surfacewater> on Arun District Councils website. A surface water drainage checklist is available here <https://www.arun.gov.uk/drainagechecklist> on Arun District Councils website, this should be submitted with a Discharge of Conditions Application.

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

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

INFORMATIVE: If during construction works, it becomes apparent that implementation cannot be carried in accordance with previously agreed details any resubmission of the drainage design must be accompanied by an updated copy of the management manual.

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

INFORMATIVE: The Reserved Matters submission should include an air quality assessment and details of mitigation as required. The applicant should follow the Air Quality & Emissions Mitigation Guidance for Sussex (2019), available at:

<https://www.arun.gov.uk/download.cfm?doc=docm93jjm4n14025.pdf&ver=14269>. This countywide adopted guidance states that where a major sized development is proposed a number of checklists should be followed in order to determine the likely impact of the proposed development on air quality. The intention of the guidance is to identify any air quality impacts through an impact assessment and ensure the integration of appropriate mitigation into a scheme at the design stage, so the damage costs on health can be properly mitigated. The air quality impact assessment can follow the procedures contained within the Institute of Air Quality Management (IAQM) Guidance entitled: 'Land-Use Planning & Development Control: Planning For Air Quality' (January 2017), available at: <http://www.iaqm.co.uk/text/guidance/air-quality-planning-guidance.pdf>.



Neil Crowther
Group Head of Planning

Case Officer: Mr S Davis

Decision Issued:

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

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

APPEALS TO THE SECRETARY OF STATE

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

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

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

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

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

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

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

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

PURCHASE NOTICES

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

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

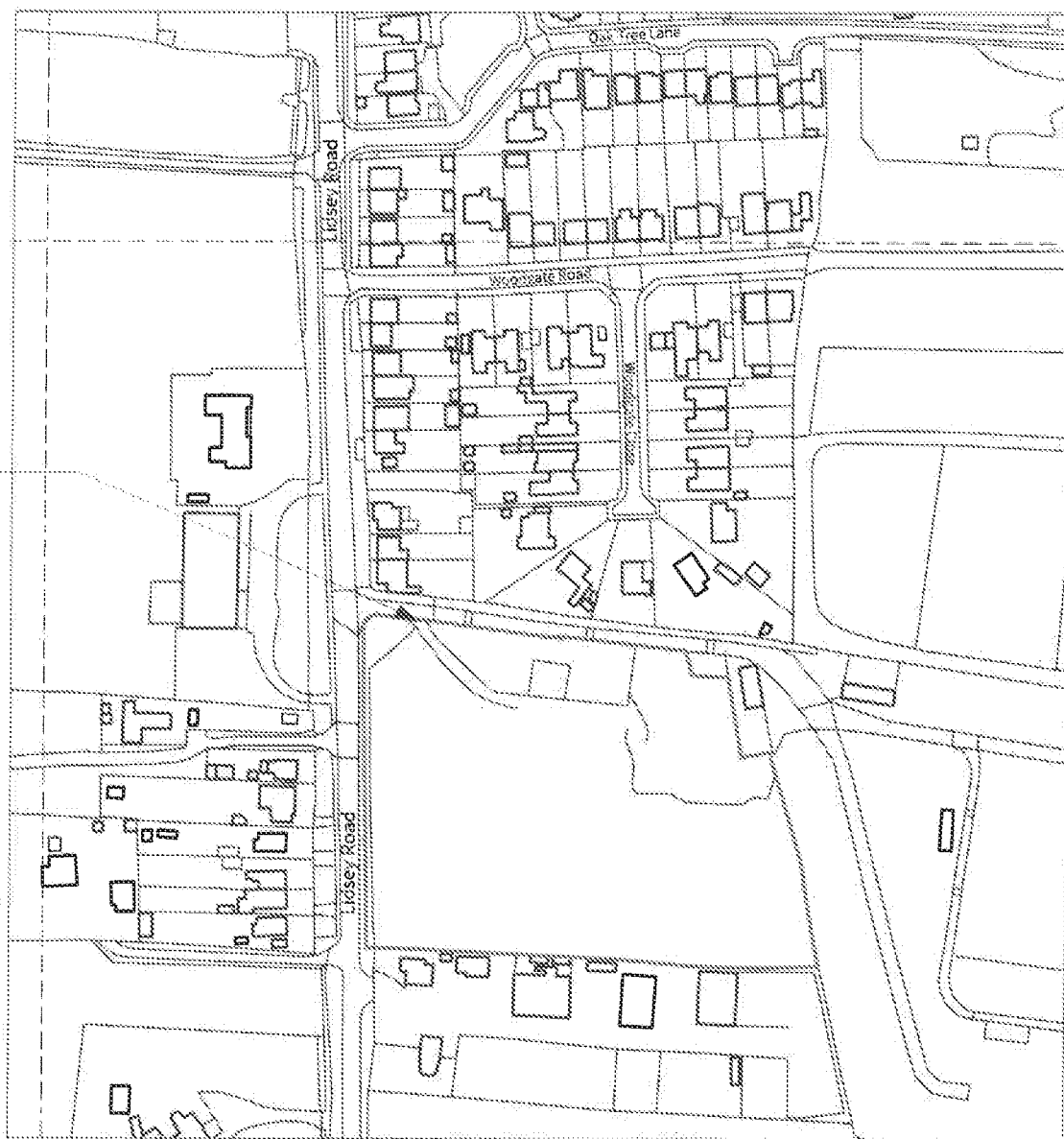
Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the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

highway land).

APPENDIX 2 LOCATION PLAN

Final section 106 Land North of Lees Yard

Site Entrance:
Existing and Proposed



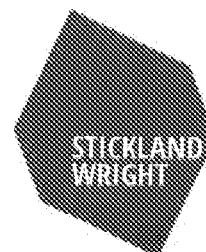
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Revisions:

Checked

Dwg No. 1428-P-001 Rev A

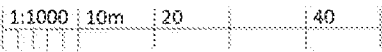
Drawing Title Location Plan
Address Land at Woodgate, Wellingate
Client Tim Johnson
Scale 1:2500
Stage PLANNING
Drawn by SuD
Checked by NS



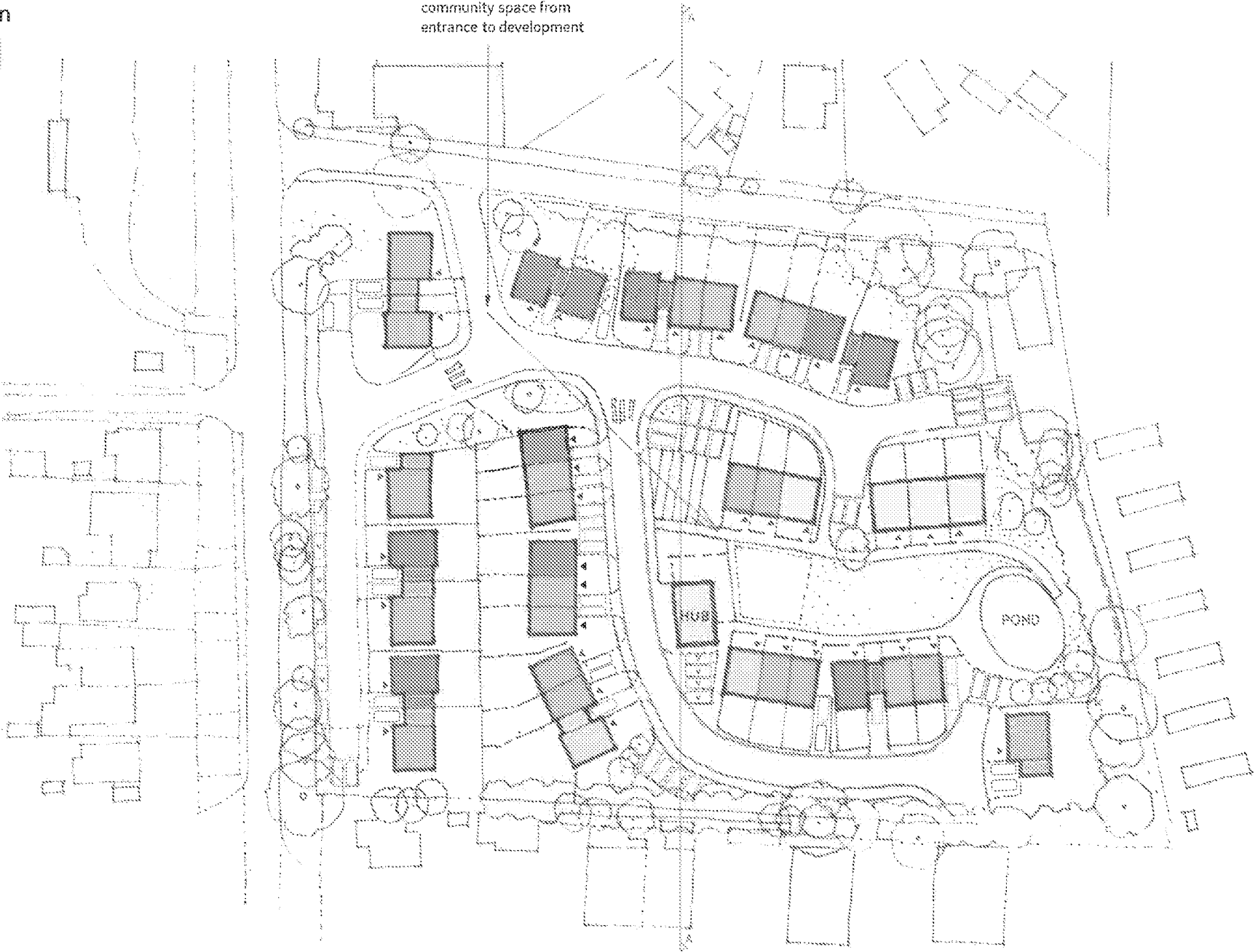
architecture + interiors
www.sticklandwright.co.uk

APPENDIX 3
SITE PLAN

Land At Lidsey Road
Indicative Proposed Site Plan



View toward central
community space from
entrance to development



Accommodation Schedule:

38 total number of houses comprised of:
28 market homes (68%) and 12 affordable (31%)

Note: all house types are two storeys with the exception of the 1B homes which are single storey

MARKET HOMES

- 5 x 4B Homes (7 persons) 115sqm GIA. Attached garage - 3 car spaces
- 10 x 3B Homes (5 persons) 93sqm GIA. Two car spaces
- 11 x 2B Homes (4 persons) 79sqm GIA. Two car spaces

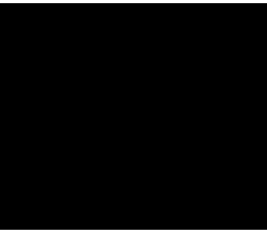
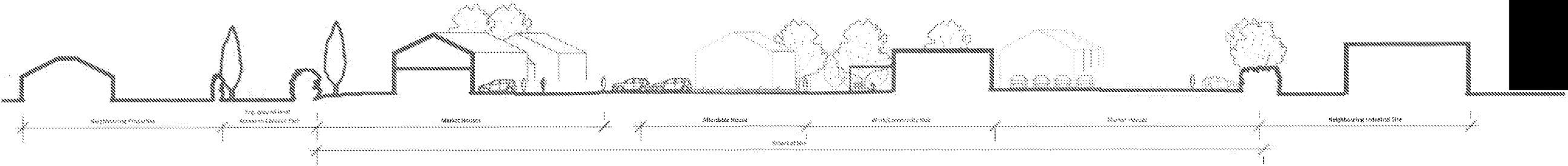
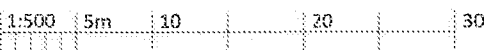
AFFORDABLE HOMES

- 2 x 3B Homes (5 persons) 93sqm GIA. Two car spaces
- 6 x 2B Homes (4 persons) 79sqm GIA. Two car spaces
- 4x 1B Homes (2 persons) 50sqm GIA. Two car spaces

Communal facilities, such as a hub building, attenuation pond, growing beds and green are all contained and managed within the 'affordable' portion of the site

▲ = Primary entrance position to dwellings

Land At Lidsey Road
Indicative Section



4 Gloucester Passage, Brighton BN1 4AS
e: studio@sticklandwright.co.uk
t: 01273 964051
Our plans are issued in accordance with the Building Regulations

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Revisions:

C	05/10/2018	Issue for comment
D	02/02/2020	Issue for comment
E	03/03/2020	Issue for comment
F	21/04/2020	Issue for comment
G	17/06/2020	Parking positions indicated
H	07/07/2020	Parking positions indicated

Checked



Dwg No. 1428A-SK-002

Drawing Title Proposed Site Plan
Address Land at Lidsey Road
Client Tim & Stewart Johnson
Scale 1:1000
Stage Feasibility
Drawn by ns
Checked by



architecture + interiors
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APPENDIX 4 A
ABE CLT Allocations Policy

Final section 106 Land North of Lees Yard

Appendix 4B
ALLOCATIONS POLICY

Final section 106 Land North of Lees Yard

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 constructed / acquired 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) xxx 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 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 at October 2020 and subject to annual review on 1 April.

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	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 Partner – means spouse, civil partner or a partner who has resided with a resident of the parishes without being legally married to that person for a period of at least 10 years.
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
Shared Ownership / Shared Equity	Homes that enable the applicant to own a financial stake in the property aimed at those on incomes below £80,000. 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 to the 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 Arun District Council:
 - 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 either the Arun District Council Register OR the Aldingbourne, Barnham & Eastergate CLT Register.

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 either the Arun District Council Housing Register OR the Aldingbourne, Barnham & Eastergate Community Land Trust 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.
- 6.2 Nothing in this Schedule shall prevent the occupier of an Affordable home from permitting any person to occupy a room in that dwelling as a guest, or as a lodger.

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 Aldingbourne, Barnham & Eastergate CLT and its agent will be responsible for lettings.
- 8.2 The lettings agent will carry out a home visit to verify the information provided by the applicant. All applicants who are being considered for housing will be visited.
- 8.3 Where an applicant meets the qualifying criteria for local connection, under-occupation may be allowed in exceptional circumstances where there is significant justification to do so e.g. occasional respite care / joint child custody arrangements, provided that the relevant implications (if any) for receipt of state benefits are first discussed by the letting agent with the applicant.

- 8.4 Prior to any offer being made – and with the consent of the applicants – the Trust’s agent will check applicants’ names and stated local connection, to ensure that there are no questions about eligibility. 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 its agent.

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; <u>and</u> the serious or debilitating impact of the current accommodation; <u>and</u> an explanation of how this will be rectified or significantly improved in alternative suitable accommodation, must all be	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.

		confirmed by a healthcare professional.	
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	The following categories will be awarded one Band higher priority than their assessed need: -former members of the Regular Forces;	No required timescale for bidding.

	need falls within Band B	-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	
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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; <u>and</u> there is evidence that the condition will be significantly worsened over a period of time in the current accommodation; <u>and</u> there is evidence that this will be rectified or significantly improved by alternative suitable accommodation. The medical condition, learning difficulty, or care need; <u>and</u> the significant adverse effect of the current accommodation; <u>and</u> an explanation of how this will be rectified or significantly improved in alternative suitable accommodation, must all be confirmed by a healthcare professional.	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	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.

		'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.	
B3	Homeless (owed the main duty)	Homeless households owed the main (unintentional) duty by Arun District Council, and placed in emergency or temporary accommodation. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). Priority B3 includes homeless applicants owed the main (unintentional) duty by Arun District Council, who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations scheme do not apply.	For homeless applicants placed in emergency or temporary accommodation: the Council will make a reasonable direct allocation of suitable alternative accommodation. This may include an offer of suitable accommodation in the private rented sector, which will discharge the Council's main unintentional duty.
B4	Returning homeless after accommodated in the private rented sector	Previously homeless households accommodated in the private rented sector (which discharged Arun District Council's main unintentional duty) who have become unintentionally homeless again within 2 years. Main unintentional duty is defined as in Section 193 Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017). In these cases, the local connection criteria of the allocations 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	No required timescale for bidding

		Housing Services Manager to provide permanent accommodation prior to any placement taking place	
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; and 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	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.

		connection criteria of the allocation scheme do not apply.	
C2	Threatened with homelessness or homeless (Prevention & Relief stages)	Applicants who are defined as threatened with homelessness or homeless under Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002 and the Homelessness Reduction Act 2017), prior to the main (unintentional) homelessness duty being determined. Priority C2 includes homeless applicants who qualify for a 'reasonable preference' as per the Housing Act 1996, Part 6 and the Homelessness Reduction Act 2017, and to whom the local connection criteria of the allocations scheme do not apply.	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.
C3	Lacking 1 bedroom	Households lacking one bedroom.	No required timescale for bidding.
C4	Sharing kitchen/bathroom 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.	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.

		Existing social housing tenants who need to move into Arun, or to a particular area within Arun, for permanent employment and who cannot fulfil their contract of employment in their current accommodation after making reasonable adjustments. Before applying to the Arun housing register, applicants must make 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.	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

		'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. 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.	from the housing register if the insanitary conditions or overcrowding have been resolved.
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Aldingbourne, Barnham & Eastergate Community Land Trust

.....
Chair

Date:

Housing Association

.....
Authorised Signatory

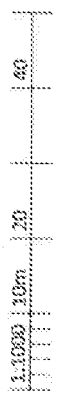
Date:

Arun District Council

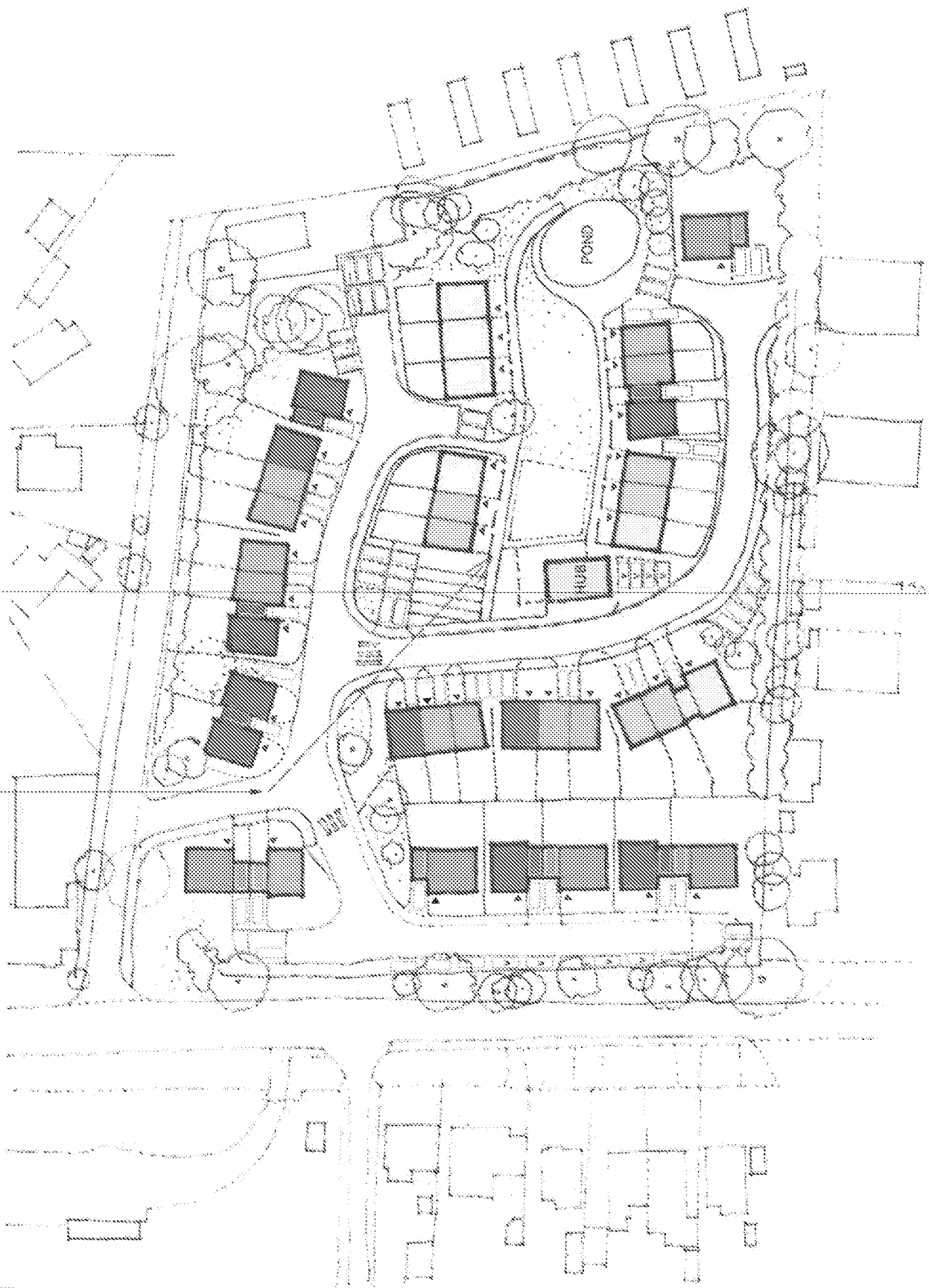
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Authorised Signatory

Date :

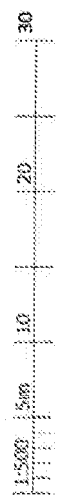
Land At Lidsey Road
Indicative Proposed Site Plan



View toward central
 community space from
 entrance to development



Land At Lidsey Road
Indicative Section



18/4/2020

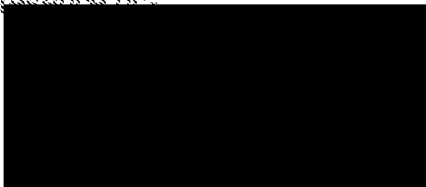
THIS DOCUMENT HAS BEEN EXECUTED BY A DEED AND IS DELIVERED and takes effect on the date stated at the beginning of it.

EXECUTED by AFFIXING with the
COMMON SEAL

of

ARUN DISTRICT COUNCIL

in the presence of:



Seal Book No: 184/2020

AUTHORISED SIGNATORY

PRINT NAME

CAROLINE PERRY

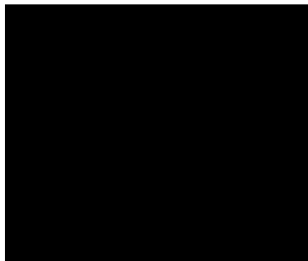
JOB TITLE

PRINCIPAL LAWYER

SIGNED as a DEED by the said

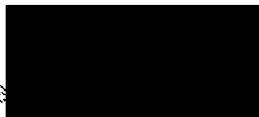
WOODGATE WAY LIMITED acting by

A Director in the presence of;



T. JOHNSON

Witness signature



Printed Name: LAURA KELLER

Address:

Occupation

Engleharths
Solicitors
Vallance Hall, Hove Street
Hove, East Sussex, BN3 2DE

Office Assistant,

Final section 106 Land North of Lees Yard