

DATED THIS 20 th DAY OF <i>September</i> 2019			
(1)	ARUN DISTRICT COUNCIL		
(2)	WEST SUSSEX COUNTY COUNCIL		
(3)	STEPHEN KEET, TREVOR LEONARD KEET AND SONYA DODD		
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at Wings Nursery, Lidsey Road, Woodgate, Aldingbourne West Sussex, PO20 3SU Planning ref: AL/32/19/OUT		
	Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON		

Date: 20th Day of September 2019
PARTIES:

1.	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
3.	STEPHEN KEET of Punchbowl Green Cottage Madehurst Arundel West Sussex BN18 0NJ TREVOR LEONARD KEET of 16 Barrack Lane, Bognor Regis, West Sussex, PO21 4BZ and SONYA DODD of Venn Farm, Kings Nympton, Umberleigh, Devon, EX37 9TR as trustees of The Keet Nursery Discretionary Settlement 2014 ("the Owners")

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 County Council is the Education Authority, the Library Authority, and the Highway Authority for the area in which the Land is situated
3.	The Owners are registered as freehold owner of the Site at HM Land Registry comprised in the title number WSX32039
4.	The Owners have made the Application
5.	The District Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development
6.	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
	"Affordable Housing" means any form of housing identified within legislation national planning policy framework or a ministerial statement as

		meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to • social rented housing • affordable rented housing • shared ownership housing • intermediate housing (including intermediate rent, shared equity and low cost homes for sale)								
	"Affordable Housing Unit"	means 30% of the Dwellings on the Site (or the nearest full number to be provided as Affordable Housing in accordance with this Agreement comprising a target tenure split of 75% Affordable Rented Units and 25% Intermediate Housing Units (unless the tenure target is varied in accordance with an Approved Affordable Housing Plan and / or Reserved Matters Approval(s) and "Affordable Housing Unit" shall be construed accordingly								
	"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 Homes England who is on the Council's list of Approved Affordable Providers (annexed as Appendix 2); or</td></tr><tr><td>b</td><td>Any other provider of Affordable Housing who is approved in writing by the Council; or</td></tr><tr><td>c</td><td>such other body or organisation approved by the Council whose main object is the provision of Affordable Housing</td></tr><tr><td>d</td><td>the Council</td></tr></table>	a	a Registered Provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is on the Council's list of Approved Affordable Providers (annexed as Appendix 2); or	b	Any other provider of Affordable Housing who is approved in writing by the Council; or	c	such other body or organisation approved by the Council whose main object is the provision of Affordable Housing	d	the Council
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b	Any other provider of Affordable Housing who is approved in writing by the Council; or									
c	such other body or organisation approved by the Council whose main object is the provision of Affordable Housing									
d	the Council									
	"Affordable Housing Scheme"	means a scheme by the Owner setting out, in relation to the Affordable Dwellings:								

	a	the tenure mix, which shall be: 14 Affordable Rented Units; and 4 Intermediate Units
	b	the dwelling type of which: i) a minimum of 9 no. units shall be designed to m4(2); and ii) a minimum of 1 no. unit shall be designed to m4(3)
	c	the location
"Affordable Rented Units"		means a form of Affordable Housing, involving homes being available at a rent level of up to 80% of local market rent (inclusive of service charge at the time of each letting which rent may be increased annually by no more than CPI + 1.0% or in the event of any change to legislation in relation to affordable rent such other rent level which may be applicable at the time if each letting. "Affordable Rent Unit" and "Affordable Rent" shall be construed accordingly
"All Requisite Consents"		means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
"Application"		means an application in respect of the Land for the Proposed Development and given Council reference AL/32/19/OUT
"Approved Body"		means a Registered Provider being one of the Council's preferred partners or such other Registered Provider acceptable to the Council in accordance with the Council's Supplementary Planning Guidance and which has been first approved in writing by the Council
"BEW Allocation"		Barnham, Eastergate, Westergate Strategic Allocation
"Bus Waiting Facilities"		means a scheme for provision of the following, either:
	a)	2 bus shelters (and poles, if required) at locations agreed in writing with the County

		Council and the provision of Real Time Passenger Information at each bus waiting facility, or
		b) 2 bus poles at locations agreed in writing with the County Council and the provision of Real Time Passenger Information on each bus pole
"CCG"		NHS Coastal West Sussex Clinical Commissioning Group
"CIL Regulations"		means the Community Infrastructure Regulations 2010 (as amended)
"Commencement"		means the carrying out of a material operation in respect of the Proposed Development in the Land within the meaning of Section 56 of the Act and "Commence" and "Commenced" shall be construed accordingly
"CLT"		means the Aldingbourne Barham and Eastergate Community Land Trust.
"CPI"		means the Consumer Price Index published from time to time by the Office of National Statistics
"Cycle Parking Scheme"		means the provision of cycle parking facilities adjacent to the Aldingbourne Stores Post Office shop, shown on Drawing 2017/3711/003 Rev E
"the Development"		means the development of the Land by implementation of the Permission
"Disposal"		means a disposal of the Affordable Dwelling Units and /or land upon which those units are to be constructed to an Approved Body whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and "Dispose" and "Disposed" shall be construed accordingly
"Dwelling"		means a residential dwelling unit to be constructed on the Land pursuant to the Permission and "Dwellings" shall be construed accordingly.

	"Estate Roads"	means those roads and associated footways, footpaths and cycleways to be constructed as part of the Development (for the avoidance of doubt those roads, footways, footpaths and cycleways that will be offered for adoption under a Section 38 Agreement and those to remain private)
	"Fire and Rescue Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 5 of the Second Schedule to be used towards the supply and installation of additional fire safety equipment to vulnerable person's homes in West Sussex Fire and Rescue Services Southern Division serving Aldingbourne
	"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
	"Footway Works"	means provision of the following on the existing public highway : a) the widening, to a width of 1.8m of the footway, constructed to the satisfaction of the County Council, on the west side of the A29 from the main (southern site) access up to the southern edge of the car park serving the Prince of Wales Public House as shown on Drawing 2017/3711/003 Rev E; and b) the construction, to the satisfaction of the County Council, of a new footway on the eastern side of Lidsey Road from the junction with Willows Caravan Park access road to Lee's yard as shown on Drawing 2017/3711/003 Rev E to include opportunities to cross the road in the form of pedestrian ramps with tactile paving c) Cycle racks/stands at the shop to the north of the railway line/junction with Hook Lane
	"Footway Works and Bus Waiting Facilities Scheme"	means a scheme in respect of the Footway Works and Bus Waiting Facilities Scheme

		delivered in accordance with Paragraph 6 of Schedule 2 of this Deed
	"Further Secondary Education Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 3 of the Second Schedule to be used towards a restructure of the sixth form to cater for additional student population at St Phillip Howard Catholic School Sixth Form
	"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 <u>Final Index Figure</u> 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
	"Land"	means land known as Land at Wings Nursery, Lidsey Lane, Woodgate, Aldingbourne, West Sussex, PO20 3SU shown for on the Plan edged with the broken red line and being part of the land registered at the Land Registry under the title number WSX32039
	"LAP"	means a Local Area for Play for children of early school age which is to be provided in accordance with Arun District Council Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000)

"LEAP"	means a Local Equipped Area for Play provided in accordance with Arun District Council Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000)
"Libraries Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 4 of the Second Schedule to be used towards expansion of facilities at Bognor Regis Library
"Management Company"	means a company (either controlled by the residents of the Development or such alternative form of management company or body as the Owners may propose and the Council approves in writing) incorporated for the purpose of or capable of collecting an income and/or maintenance fees or similar to be used for the long-term maintenance of communal parts of the Development and including the Estate Roads;
"MUGA" contribution	means the sum of £200.00 (two hundred pounds) Index Linked per dwelling payable to the Council towards the cost of delivering a MUGA at Aldingbourne Community Sports Centre or such other site as may be agreed by the Council.
"NHS Contribution"	means a financial contribution of £54,557.00 (fifty-four thousand five hundred and fifty-seven pounds) Index Linked payable to the Council towards the additional resources required a The Croft Surgery for the managing of "on the day" demand.
"Nomination Agreement"	means a nomination agreement entered into by an Approved Body with the Council in respect of the Affordable Dwelling Units containing provisions substantially in the form set out in the Appendix 3 to this Agreement
"Nomination Rights"	means the right of the Council to nominate occupiers to the Affordable Dwelling Units in accordance with paragraphs 1.10 and

	1.11 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 Dwelling 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 those areas 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 £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 Paragraph 2.8 of the First Schedule
"Open Space Scheme"	means a scheme to be submitted to the Council 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
	"Owner"	means Stephen Keet, Trevor Leonard Keet and Sonya Dodd acting as Trustees of the Wings Nursery Discretionary Trust 2014 and includes their respective successors in title
	"Permission"	means a planning permission for the Proposed Development granted pursuant to the Application
	"Plan"	means the Plan appended to this Agreement as Appendix 1
	"Planning Authority"	means the Council and the County Council
	"Play Areas"	means the LAP(s) LEAP(s) and MUGA(s) to be provided as set out in paragraph 3 of the First Schedule
	"Play Areas Scheme"	means a scheme submitted prior to the Commencement of the Dwellings setting out:
		a) the proposed timetable and programme for delivery of the Play Areas to be provided as part of the Development or by reference to the Occupation of a certain number of Dwellings or such alternative trigger points for delivery as may be approved by the Council when approving the scheme;
		b) a maintenance and management plan for each Play Area to be provided as part of 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 Play Area may be closed to the public for maintenance, management, health and safety or other reasons;
	"Primary Education Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 1 of the Second Schedule to be used towards additional facilities at Aldingbourne CE Primary School, Aldingbourne or an alternative primary school provision elsewhere in the District subject to meeting the CIL tests
	"Proposed Development"	means the erection of 55 dwellings, sustainable drainage measures, public open space, children's play area, landscaping and all other associated works (means of access onto the A to be considered, all other matters to be reserved)
	"Provide"	means
		a) 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
		b) in the case of the Footways to design and construct them to the reasonable satisfaction to the County Council.
		and "Provided" shall be construed accordingly
	"Protected Occupier"	means any person who:
		a) has exercised a right to buy or acquire their Affordable Dwelling; or

		b) has accomplished final staircasing in accordance with the terms of the shared ownership lease relating to an Affordable Dwelling; or
		c) has purchased a unit of Intermediate Housing;
	"Qualifying Occupier"	means a person who qualifies for Affordable Housing within Schedule 1 to this Agreement and including residents of the district of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income
	"Residents"	means the owners and occupiers of individual Dwelling Units to be constructed on the Land
	"RICS"	means the Royal Institute of Chartered Surveyors
	"Secondary Education Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 2 of the Second Schedule to be used towards fixtures, fittings and equipment for phase 2 of the new secondary school serving Arun
	"Section 278 Agreement"	means an agreement or agreements under section 278 of the Highways Act 1980 between the Owners and / or the Applicant and the County Council relating to the highways access works (including right hand turning lane), Footway Works and Bus Waiting Facilities
	"Section 38 Agreement"	means an agreement or agreements under section 38 of the Highways Act 1980 between the Owners and/or the Applicant and the County Council relating to the highways access works, internal access roads (if offered for adoption), Footway Works and Bus Waiting Facilities
	"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes and

		Communities Agency from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes and Communities Agency
	"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 Wings Nursery, Lidsey Lane, Woodgate, Aldingbourne, PO20 3SU shown for identification purposes only edged red on the Plan
	"Strategic Highway Infrastructure Contribution"	means the sum of £9,043 per dwelling to be paid to the County Council in accordance with paragraph 6 of the Second Schedule to be used towards the works on the A29 Re-alignment southern section (A29 Lidsey Road to new junction with development internal 'east - west' highway link south of railway line)
	"Travel Plan"	Means the travel plan prepared by Russell Giles Partnership to be submitted to and approved in writing by the County Council in accordance with the provisions of paragraph 8 of the Second Schedule in relation to the Development and which shall include a sum of £150.00 to be paid to the first occupier of each Dwelling to encourage the use of public transport or the use of a bicycle and include other measures that are designed to encourage safe, healthy and sustainable travel or other varied travel plan as approved in writing by the County Council
	"Travel Plan Contribution"	means a sum of £150.00 (one hundred and fifty pounds) County Index Linked payable to each the first occupier of each Dwelling to encourage the use of public transport or the use of a bicycle.
	"Travel Plan Co-ordinator"	means the person who will be responsible for the promotion and implementation of

		the Travel Plan to be appointed in accordance with the provisions of paragraph 8 of the Second Schedule
	"Working Day"	means a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business
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.
	2.4	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
	2.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
	2.6	A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
	2.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
	2.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
	2.9	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, 8.1, 8.2, 10,11,15 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 or the County 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 the Land to perform the obligations as set out in the First Schedule.
	5.2	The Owners covenant with the County Council so as to bind the Land to perform the obligations as set out in the Second Schedule.
6	THE COUNCIL'S COVENANTS	
	6.1	The Council covenants with the Owners and the County Council as set out in the Third Schedule.
7	THE COUNTY COUNCIL'S COVENANTS	
	7.1	The County Council covenants with the Owners and the Council as set out in the Fourth Schedule.
8	MISCELLANEOUS	
	8.1	The Owners shall pay to the Council 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 £2,000.00
	8.2	The Owners shall pay to the County Council on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed.
	8.3	No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

	8.4	This Deed shall be registrable as a local land charge by the Council.
	8.5	Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or the County 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.
	8.6	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.
	8.7	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.
	8.8	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.
	8.9	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.
	8.10	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
9	EXCLUSIONS OF LIABILITY	
	9.1	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.
	9.2	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.

9.3	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.
9.4	Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:
9.4.1	Any mortgagee of any tenant or person to whom an Affordable Housing Provider grants a shared ownership lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
9.4.2	Any person to whom a shared ownership lease of an Affordable Dwelling is granted.
9.4.3	Any person who has acquired either a reversionary interest or a new lease in an Affordable Dwelling pursuant to the terms of a shared ownership lease.
9.4.4	Any Affordable Housing Provider
9.5	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
9.6	The obligations in this Deed shall not bind or be enforceable against any mortgagee, chargee or receiver of an Affordable Housing Provider or any successor in title to such mortgagee chargee or receiver.
9.7	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

10	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.
11	CHANGE IN OWNERSHIP
	The Owners agree with the Council and the County Council to give to the Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the 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 or the County Council of any change of ownership affecting a Dwelling.
12	FUTURE SECTION 73 CONSENTS
12.1	Subject to clauses 12.2 to 12.5 below, if any Section 73 Consent is granted after the date of this Deed:
12.1.1	the obligations in this Deed shall relate to and bind such Section 73 Consent; and
12.1.2	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;
12.2	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;
12.3	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;
12.4	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

	12.5	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.	
13	INDEX LINKED		
	13.1	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
	13.2	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
	13.3	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.	

14	INTEREST		
	If any payment due under this Deed is paid late, Interest will be payable at the Interest Rate from the date payment is due to the date of payment.		
15	VAT		
	All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.		
16	NOTICES		
	16.1	A notice or other communication to be given under or in connection with this deed must be in writing and must be:	
		16.1.1	delivered by hand; or
		16.1.2	sent by prepaid first class post or other next Working Day delivery service.
	16.2	Any notice or other communication to be given under this deed must be sent to the relevant party as follows:	
		16.2.1	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;
		16.2.2	to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number;
		16.2.3	to the Owners:
			Stephen Keet at Punchbowl Green Cottage Madehurst Arundel West Sussex BN18 0NJ
			Trevor Leonard Keet at 16 Barrack Lane, Bognor Regis, West Sussex, PO21 4BZ
			Sonya Dodd at Venn Farm, Kings Nympton, Umberleigh, Devon, EX37 9TR
			<i>or at such other address as the relevant party shall specify by notice to the other parties</i>
	16.3	Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:	
		16.3.1	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;
	16.3.2	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.
	16.4	A notice or other communication given under this deed shall not be validly given if sent by email.
	16.5	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.
17	JURISDICTION	
	This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.	
18	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		
The Owners Covenants with the Council		
The Owners covenant with the Council as follows:		
1	AFFORDABLE HOUSING	
	1.1	That 33 per cent of the Dwellings shall be provided as Affordable Dwellings to be provided in accordance with the Affordable Housing Scheme.
	1.2	Not to cause or permit the commencement of the construction of any Dwellings at the Development until the Affordable Housing Scheme has been submitted to and approved in writing by the Council.
	1.3	To construct the Affordable Housing at the Development in accordance with the approved Affordable Housing Scheme.
	1.4	Subject to the provisions of this paragraph 1 the Affordable Dwellings shall only be disposed of by an 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 twenty-five percent (25%) of the Market Units at the Development prior to entering into a contract or contracts for the transfer of the Affordable Housing in the Development to an Affordable Housing Provider or Providers or paid to the Council a Commuted Sum in accordance with Paragraph 1.7 and 1.8 below
	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 Market Dwellings until the Affordable Housing Units have been completed and are ready for Occupation.
	1.7	Mechanics of Transfer
	1.7.1	The Owner shall in the first instance offer the Affordable Housing to the CLT who shall have the right of first refusal in accordance with paragraph 1.7.2. In the event that the CLT do not purchase the Affordable Housing, then the Owner shall identify an Affordable Housing Provider to whom the Ownera29 is willing to offer to transfer the Affordable Housing
	1.7.2	The Owner shall offer the Affordable Housing to the CLT, such offer, to be known as the "First Offer" to include:

		1.7.2.1	A contract for the sale of land; and
		1.7.2.2	A draft transfer which shall include the provisions set out in paragraph 1.10 below.
	1.7.3	The First Offer shall remain open for acceptance for no less than three (3) months ("First Offer Period") from the date of the First Offer being made.	
	1.7.2	Second Offer	
		1.7.2.1	In the event that the First Offer made in accordance with paragraph 1.7.1 to 1.7.3 above is not accepted within the First Offer Period then the Owners shall make an offer to transfer the Affordable Dwellings to an alternative Affordable Housing Provider ("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 three (3) months ("Second Offer Period") from the date of the Second Offer being made.
Commuted Sum Payable If First and Second Offer Not Implemented			
	1.8	In the event that the Second Offer is not accepted within the Second Offer Period then the Owners may:	
	1.8.1	on or before the occupation of 9 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	
	1.8.2	Dispose of all or any of the Affordable Dwellings as Intermediate Units to an Affordable Housing Provider; or	
	1.8.3	Dispose of all or any of the Affordable Dwellings to purchasers nominated through Help to Buy South East at a discount of 20% of the open market value (such discount to be secured in perpetuity)	

	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 Registered Provider grants Nomination Rights to the Council to the first Occupation of the Affordable Housing Units PROVIDED THAT if the Council do not accept such offer then the Registered Provider shall in seeking to allocate the Affordable Housing units have regard as far as possible to the following criteria:	
	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 Registered Provider.	
	1.11	To procure that any transfer of Affordable Dwellings to an 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.
	1.11.4	A Condition that the Registered Provider shall within 3 months of the legal completion of the transfer, or such other period as may be agreed with the Council in writing, enter into a Nominations Agreement with the Council in the terms of the Draft in Appendix 3 of this agreement.
	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 or 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 Homes England (whether under the Housing Act 1996 or otherwise) nothing in this paragraph 1 the transfer of the freehold of the Affordable Dwellings or any part of them to another Affordable Housing Provider will not be prevented;

	1.13.2	subject to and without prejudice to the powers and requirements of Homes England under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 1.12 the disposal of any interest in the Affordable Dwellings by the Chargee in the exercise of its power of sale will not be prevented.
2	PROVISION OF PUBLIC OPEN SPACE	
	2.1	Prior to the commencement of the Development to submit the Open Space Scheme, to the Council for approval.
	2.2	Shall not cause or permit the Development to be commenced until the open Space Scheme has been submitted to the Council for approval
	2.3	Prior to first Occupation of the first (1 st) Dwelling to obtain the written agreement of the Council to the Open Space Scheme
	2.4	Shall not cause or permit the first Occupation of the ninth (9 th) Dwelling until the Open Space has been provided and laid out in accordance with the specification at 2.1
	2.5	Prior to the first Occupation of the ninth (9 th) Dwelling the Owner shall elect whether to transfer the Open Space, to a Management Company or to the Council
	2.6	Shall not cause or permit first Occupation of the ninth (9 th) 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
	2.7	Not more than twenty-eight (28) days after practical completion of the Open Space the Owner shall supply to the Council proposals for arrangements to secure the management and future maintenance of the Open Space, which shall state whether the Owner proposes to transfer the management and future maintenance of the Open Space, to
	2.7.1	a Management Company or such other third party which may be approved by the Council in writing, or
	2.7.2	the Council
	2.8	If the Owner under paragraph 2.7 above elects to transfer the Open Space, including the Play Areas, to the Council, prior to first Occupation of the final dwelling in the Development the Owner shall pay to the Council the Open Space and Play Areas Maintenance Commuted Sum.

3	PROVISION OF PLAY AREA	
	3.1	Prior to the commencement of the Development to submit the Play Areas Scheme, to the Council for approval.
	3.2	Shall not cause or permit the Development to be commenced until the Play Areas Scheme has been submitted to the Council for approval
	3.3	Prior to first Occupation of the first (1 st) Dwelling to obtain the written agreement of the Council to the Play Areas Scheme
	3.4	Shall not cause or permit the first Occupation of the ninth (9 th) Dwelling until the Play Areas have been provided and laid out in accordance with the specification at 3.1
	3.5	Prior to the first Occupation of the ninth (9 th) Dwelling the Owner shall elect whether to transfer the Open Space, to a Management Company or to the Council
	3.6	Shall not cause or permit first Occupation of the ninth (9 th) 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
	3.7	Not more than twenty-eight (28) days after practical completion of the Open Space (including the Play Areas) the Owner shall supply to the Council proposals for arrangements to secure the management and future maintenance of the Open Space, which shall state whether the Owner proposes to transfer the management and future maintenance of the Open Space, to
	3.7.1	a Management Company or such other third party which may be approved by the Council in writing, or
	3.7.2	the Council
	3.8	If the Owner under paragraph 2.7 above elects to transfer the Open Space, including the Play Areas, to the Council, prior to first Occupation of the final dwelling in the Development the Owner shall pay to the Council the Open Space and Play Areas Maintenance Commuted Sum.
4	NHS Contribution	
	4.1	Upon Commencement of Development to pay to the Council the NHS Contribution
	4.2	Not to cause allow or permit the Commencement of Development until the NHS Contribution has been paid to the Council.

5	MUGA Contribution	
	5.1	Prior to the Occupation of the 1 st Dwelling to pay to the Council the MUGA Contribution
	5.2	Not to cause allow or permit the Occupation of the 1 st Dwelling until the MUGA Contribution has been paid to the Council

SECOND SCHEDULE																										
The Owner's Covenants with the County Council																										
1	PRIMARY EDUCATION CONTRIBUTION																									
1.1	Prior to the Commencement of the Development to pay to the County Council the Primary Education Contribution.																									
1.2	Not to cause or allow the Commencement of the Development before the Primary Education Contribution has been paid to the County Council.																									
1.3	The Primary Education Contribution shall be calculated by reference to the following formula: $\text{DfE figure (Primary)} \times \text{ACP} = \text{Primary Education Contribution}$ where: Note: x = "multiplied by ..." ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units, as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows: <table><tr><th colspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6). DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place) as adjusted for the West Sussex area applicable at the date when the School Infrastructure Contribution is paid (which currently for the financial year 2019/2020 is £18,256 for Primary, updated as necessary by		Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
Dwelling Size		Occupancy																								
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		the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index																								
2	SECONDARY EDUCATION CONTRIBUTION																									
	2.1	Prior to the Commencement of the Development to pay to the County Council the Secondary Education Contribution.																								
	2.2	Not to cause or allow the Commencement of the Development before the Secondary Education Contribution has been paid to the County Council.																								
	2.3	The Secondary Education Contribution shall be calculated by reference to the following formula: $\text{£33,538} \times \text{ACP} = \text{Secondary Education Contribution where:}$ where: note: x = "multiplied by..." ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units, as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows: <table border="1"> <thead> <tr> <th colspan="2">Dwelling Size</th> <th colspan="2">Occupancy</th> </tr> <tr> <th></th> <th></th> <th>House</th> <th>Flat</th> </tr> </thead> <tbody> <tr> <td>1 bed</td> <td>=</td> <td>1.5</td> <td>1.3</td> </tr> <tr> <td>2 bed</td> <td>=</td> <td>1.9</td> <td>1.9</td> </tr> <tr> <td>3 bed</td> <td>=</td> <td>2.5</td> <td>2.4</td> </tr> <tr> <td>4+ bed</td> <td>=</td> <td>3.0</td> <td>2.8</td> </tr> </tbody> </table> Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 5 year groups for secondary (years 7 to 11)	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
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4+ bed	=	3.0	2.8																							
3	FURTHER SECONDARY EDUCATION CONTRIBUTION																									
	3.1	Prior to the Commencement of the Development to pay to the County Council the Further Secondary Education Contribution.																								

3.2	Not to cause or allow the Commencement of the Development before the Further Secondary Education Contribution has been paid to the County Council.																						
3.3	The Further Secondary Education Contribution shall be calculated by reference to the following formula: DfE figure (Further Secondary) x ACP = Further Secondary Education Contribution where: Note: x = "multiplied by ..." ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units (which for Arun District is 100% for Social Rented but for all other forms of affordable housing units there is no discount), as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" rowspan="2">Dwelling Size</th> <th colspan="2">Occupancy</th> </tr> <tr> <th>House</th> <th>Flat</th> </tr> </thead> <tbody> <tr> <td>1 bed</td> <td>=</td> <td>1.5</td> <td>1.3</td> </tr> <tr> <td>2 bed</td> <td>=</td> <td>1.9</td> <td>1.9</td> </tr> <tr> <td>3 bed</td> <td>=</td> <td>2.5</td> <td>2.4</td> </tr> <tr> <td>4+ bed</td> <td>=</td> <td>3.0</td> <td>2.8</td> </tr> </tbody> </table> Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex. DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place) as adjusted for the West Sussex area applicable at the date when the School Infrastructure Contribution is paid (which currently for the financial year 2019/2020 is £29,832 for Further Secondary, updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index	Dwelling Size		Occupancy		House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
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4	LIBRARY CONTRIBUTION																									
	4.1	Prior to the Commencement of the Development to pay to the County Council the Library Contribution.																								
	4.2	Not to cause or allow the Commencement of the Development before the Library Contribution has been paid to the County Council.																								
	4.3	The Library Contribution shall be the calculated by reference to the following formula: $L \times AP = \text{Libraries Infrastructure Contribution}$ where: Note: x = "multiplied by" AP (Additional Persons) = The estimated number of additional persons generated by the development calculated by reference to the total number of Open Market Units and shared Ownership Affordable Housing Units , as approved by a subsequent reserve matters planning application. Using the latest published occupancy rates from census statistics published by the Office for National Statistics with the current occupancy rates given as a guideline: <table><thead><tr><th colspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr></thead><tbody><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></tbody></table> L = Extra library space in sqm. per 1,000 population x the library cost multiplier (which currently for the financial year 2019/2020 are [30/35 sq.m] and £5,350 per sqm respectively)	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
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4+ bed	=	3.0	2.8																							
5	FIRE AND RESCUE CONTRIBUTION																									
	5.1	Prior to the Commencement of the Development to pay to the County Council the Fire and Rescue Contribution.																								
	5.2	Not to cause or allow the Commencement of the Development before the Fire and Rescue Contribution has been paid to the County Council.																								

5.3	The Fire and Rescue Service Contribution shall be calculated by reference to the following formula: $Y \times Z$ = Fire and Rescue Service Contribution where: Note: x = "multiplied by" Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units, less any allowance for Affordable Housing Units (Using the latest published occupancy rates from census statistics published by the Office for National Statistics, with the current occupancy rates given as a guideline: <table border="0" data-bbox="596 814 1285 1018"> <tr> <td data-bbox="596 814 780 848">Dwelling Size</td> <td data-bbox="848 882 872 915">=</td> <td data-bbox="964 814 1113 848">Occupancy</td> <td data-bbox="1228 848 1285 882">Flat</td> </tr> <tr> <td data-bbox="596 882 676 915">1 bed</td> <td data-bbox="848 882 872 915">=</td> <td data-bbox="976 882 1020 915">1.5</td> <td data-bbox="1240 882 1285 915">1.3</td> </tr> <tr> <td data-bbox="596 915 676 949">2 bed</td> <td data-bbox="848 915 872 949">=</td> <td data-bbox="976 915 1020 949">1.9</td> <td data-bbox="1240 915 1285 949">1.9</td> </tr> <tr> <td data-bbox="596 949 676 984">3 bed</td> <td data-bbox="848 949 872 984">=</td> <td data-bbox="976 949 1020 984">2.5</td> <td data-bbox="1240 949 1285 984">2.4</td> </tr> <tr> <td data-bbox="596 984 688 1018">4+ bed</td> <td data-bbox="848 984 872 1018">=</td> <td data-bbox="976 984 1020 1018">3.0</td> <td data-bbox="1240 984 1285 1018">2.8</td> </tr> </table> Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2018/19 is £15 for the Southern Division	Dwelling Size	=	Occupancy	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
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6	FOOTWAY WORKS AND BUS WAITING FACILITIES SCHEME																				
6.1	To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Footway Works and Bus Waiting Facilities.																				
6.2	Not to commence the Proposed Development until a Footway Works and Bus Waiting Facilities Scheme has been submitted to and approved in writing by the County Council provided that where a Footway Works and Bus Waiting Facilities Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Footway Works and Bus Waiting Facilities Scheme is not approved, be submitted to the County Council for approval.																				
6.3	Once the County Council has approved a Footway Works and Bus Waiting Facilities Scheme (the "Approved Footway Works and Bus Waiting Facilities Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 Agreement and/or Section 38 Agreement with the County Council.																				

6.4	After All Requisite Consents have been obtained to carry out in full the Approved Footway Works and Bus Waiting Facilities Scheme and to complete the Footway Works and Bus Waiting Facilities to the satisfaction of the County Council.
6.5	Not without the consent of the County Council to allow First Occupation of any Dwelling Unit such Footway Works and Bus Shelter Provision have been completed to the satisfaction of the County Council.
7	PROVISION OF CYCLE PARKING SCHEME
7.1	Prior to the commencement of the Development to Submit to the County Council the specifications for the Cycle Parking Scheme
7.2	Not to cause or allow the Commencement of the Development before the specifications for the Cycle Parking Scheme have been submitted to the County Council for approval.
7.3	Prior to the Occupation of the first (1 No) Dwelling to obtain the written agreement of the County Council to the specifications for the Cycle Parking Scheme PROVIDED THAT if the specifications for the Cycle Parking Scheme are not approved the Owner shall submit an alternative Cycle Parking Scheme with similar or the same benefits for approval in writing by the County Council.
7.4	Unless otherwise agreed in writing by the County Council, not to cause or allow the Occupation of the first (1 No) Dwelling until the County Council has agreed in writing the specifications for the Cycle Parking Scheme.
7.5	Prior to the Occupation of the tenth (10 No) Dwelling to complete the Cycle Parking Scheme to the satisfaction of the County Council.
7.6	Not to cause or allow the Occupation of the tenth (10 No) Dwelling until the Cycle Parking Scheme has been completed to the satisfaction of the County Council.
8	STRATEGIC HIGHWAY INFRASTRUCTURE CONTRIBUTION
8.1	Prior to the Commencement of the Development to pay to the County Council the Strategic Highway Infrastructure Contribution
8.2	Not to cause or allow the Commencement of the Development to occur before the Strategic Highway Infrastructure Contribution has been paid to the County Council.

	8.3	The Strategic Highway Infrastructure Contribution shall be the sum of £9,043. per Dwelling Unit constructed as part of the Development.
9	PRIVATE ESTATE ROADS	
	9.1	Prior to Commencement of Development to submit to the County Council for approval a plan showing the intended status of the Estate Road and any plan should also include details of surfacing, materials and construction of the Estate Roads.
	9.2	Prior to Occupation of the first (1No.) Dwelling to submit to the County Council:
	a)	the name and contact details of the Management Company; and
	b)	a schedule for approval of the street furniture that the Management Company will be responsible for maintaining and a regime of maintenance
	9.3	It is agreed with the County Council that all Estate Roads that are stated to be privately maintained by the Owner or the Management Company shall be:
	a)	constructed to a standard that is suitable for its intended use
	b)	maintained by the Owner/Developer or the management Company at their own expense in good and substantial repair and condition; and
	c)	shall not be dedicated by the Owner or the Management Company as a public highway or become a private street as defined in the new Roads and Street Works Act 1991
	9.4	Upon completion of the construction of the Estate Roads not being adopted under a Section 38 Agreement the Owner will provide a report to be prepared and signed by a Chartered Engineer at their own expense to confirm that the construction of the privately maintained Estate Roads have been designed and built to a suitable standard for their intended use. The report to be sent to both the County Council as Highway Authority and Arun District Council as Local Planning Authority.
	9.5	The Owner or the Management Company covenant with the County Council:
	a)	that the privately maintained Estate Roads shall remain open and unobstructed at all times and available for use by both residents of the Development and members of the public on foot and by bicycle as appropriate and in the latter case without charge; and

	b)	to erect and maintain signs in positions agreed with the County Council advising the public that they are permitted to use the privately maintained Estate Roads on foot and by bicycle but that it is not a public highway so as to prevent the dedication of the privately maintained Estate Roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways Act 1980 or otherwise).
10	TRAVEL PLAN	
	10.1	To submit the Travel Plan to the County Council for approval as follows three months prior to Occupation of the first (1 No) Dwelling
	10.2	At least one month and no more than three months prior to Occupation of the first (1 No) Dwelling to appoint the Travel Plan Co-ordinator as referred to in the Travel Plan
	10.3	Upon occupation of the first (1No) Dwelling the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan

THIRD SCHEDULE		
COUNCIL COVENANTS		
1	Affordable Housing Commuted Sum	
	1.1	Upon receipt of the Affordable Housing Commuted Sum under paragraph 1.8 of Schedule 1 it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	1.2	Upon written request on or after ten (10) years of the date of receipt of the Affordable Housing Commuted Sum to issue to the party that paid the Affordable Housing Commuted Sum an account certified by the Director of Finance, Performance and Procurement for the time being of the Council detailing how the Affordable Housing Commuted Sum has been expended by the Council.
	1.3	If or to the extent that any of the Affordable Housing Commuted Sum shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the Affordable Housing Commuted Sum any unexpended part of any of Affordable Housing Commuted Sum together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	1.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Affordable Housing Commuted Sum or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the Affordable Housing Commuted Sum required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Affordable Housing Commuted Sum in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Affordable Housing Commuted Sum in the manner set out in paragraph 1.3 of this Schedule

2	MUGA CONTRIBUTION	
	2.1	Upon receipt of the MUGA Contribution under paragraph 4 of Schedule 1 it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	2.2	Upon written request on or after ten (10) years of the date of receipt of the MUGA Contribution to issue to the party that paid the Affordable Housing Commuted Sum an account certified by the Director of Finance, Performance and Procurement for the time being of the Council detailing how the MUGA Contribution has been expended by the Council.
	2.3	If or to the extent that any of the MUGA Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 2.2 above the Council shall on such date refund to the party that paid the MUGA Contribution any unexpended part of any of MUGA Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	2.4	If at the end of the period referred to in paragraph 2.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the MUGA Contribution or part thereof for the purposes specified in paragraph 2.1 then the Council shall not be required to refund any part of the MUGA Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the MUGA Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the MUGA Contribution in the manner set out in paragraph 2.3 of this Schedule
3	NHS CONTRIBUTION	
	3.1	Upon receipt of the NHS Contribution under paragraph 5 of Schedule 1 it will pay the NHS Contribution to the CCG for the purpose specified by this Deed in the vicinity of the Site.

FOURTH SCHEDULE		
County Council Covenants		
The County Council covenants with the Owner as follows:		
1	Primary Education Contribution	
1.1	Upon receipt of the Primary Education Contribution under paragraph 1 of Schedule 2 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified in this Deed.	
1.2	Upon written request on or after ten (10) years of the date of receipt of the Primary Education Contribution to issue to the party that paid the Primary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.	
1.3	If or to the extent that any of the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the Primary Education Contribution any unexpended part of any of Primary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.	
1.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Education Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Primary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Primary Education Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 1.3 of this Schedule	

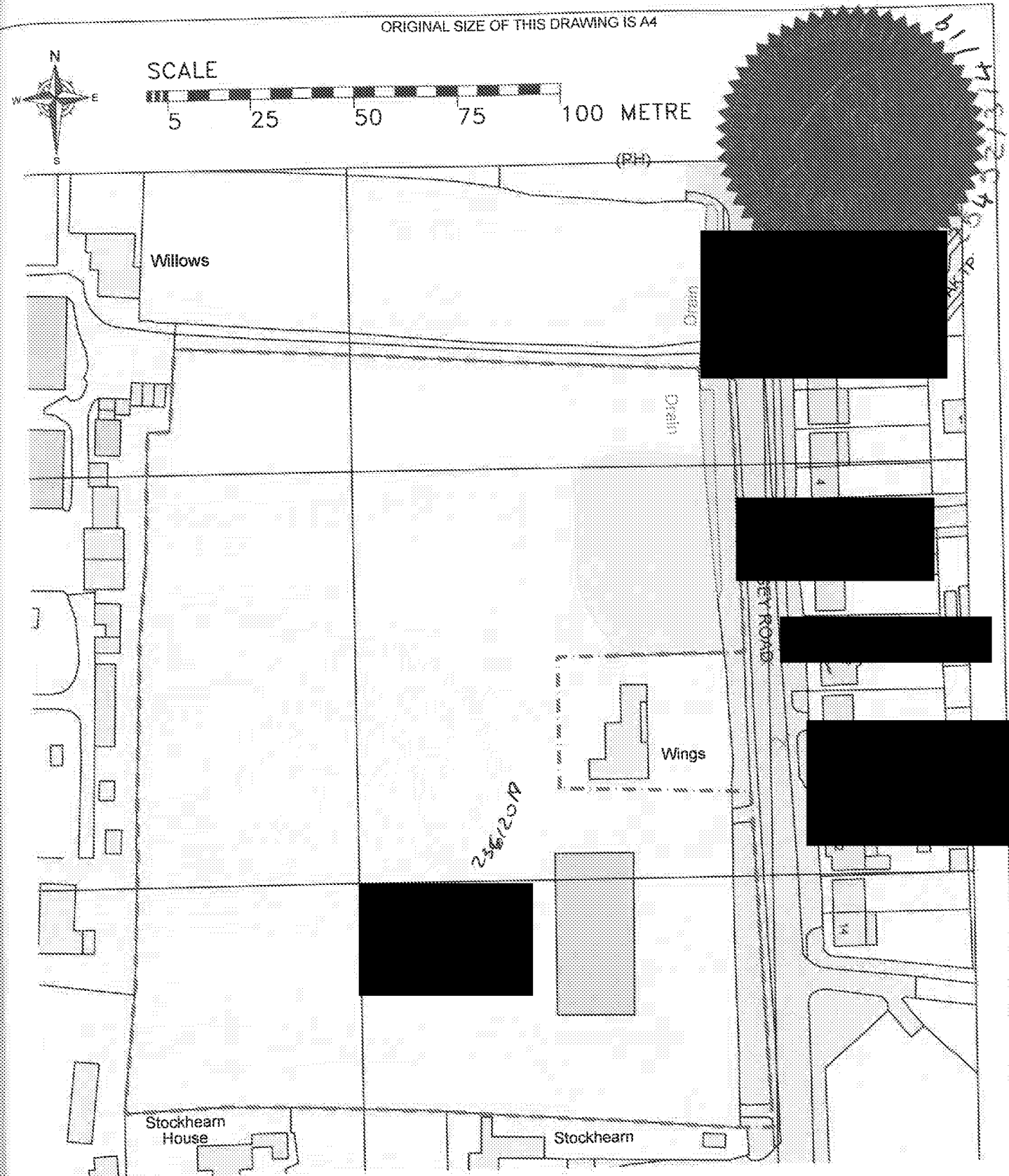
2	Secondary Education Contribution	
2.1	Upon receipt of the Secondary Education Contribution under paragraph 2 of Schedule 2 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified in this Deed.	
2.2	Upon written request on or after ten (10) years of the date of receipt of the Secondary Education Contribution to issue to the party that paid the Secondary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.	
2.3	If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the Secondary Education Contribution any unexpended part of any of the Secondary Education Contribution together with any compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.	
2.4	If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 2.3 of this Schedule	
3	Further Secondary Education Contribution	
3.1	Upon receipt of the Further Secondary Education Contribution under paragraph 3 of Schedule 2 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified in this Deed.	

3.2	Upon written request on or after ten (10) years of the date of receipt of the Further Secondary Education Contribution to issue to the party that paid the Further Secondary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Further Secondary Education Contribution has been expended by the County Council.
3.3	If or to the extent that any of the Further Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the Further Secondary Education Contribution any unexpended part of any of Further Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable a the date of repayment calculated on a day to day basis.
3.4	If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Further Secondary Education Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the Further Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Further Secondary Education Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Further Secondary Education Contribution in the manner set out in paragraph 3.3 of this Schedule
4	LIBRARY CONTRIBUTION
4.1	Upon receipt of the Library Contribution under paragraph 4 of Schedule 2 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified in this Deed.
4.2	Upon written request on or after ten (10) years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.

4.3	If or to the extent that any of the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 4.2 above the County Council shall on such date refund to the party that paid the Library Contribution any unexpended part of any of Library Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
4.4	If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Library Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 4.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 4.3 of this Schedule.
5	FIRE AND RESCUE CONTRIBUTION
5.1	Upon receipt of the Fire and Rescue Contribution under paragraph 5 of Schedule 2 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified in this Deed.
5.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Fire and Rescue Contribution to issue to the party that paid the Fire and Rescue Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Contribution has been expended by the County Council.
5.3	If or to the extent that any of the Fire and Rescue Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Contribution any unexpended part of any of Fire and Rescue Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

	5.4	If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Fire and Rescue Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 5.3 of this Schedule.
6		STRATEGIC HIGHWAY INFRASTRUCTURE CONTRIBUTION
	6.1	Upon receipt of the Strategic Highway Infrastructure Contribution under paragraph 8 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified in this Deed.

APPENDIX 1 PLAN



E-mail michael@admarchitects.co.uk
web site www.admarchitects.co.uk

REV. DATE REVISIONS

NOTES: 1. DO NOT SCALE FROM THIS DRAWING. 2. ALL DIMENSIONS AND LEVELS TO BE CHECKED ON SITE BEFORE CARRYING OUT WORK.
3. ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT BEFORE CARRYING OUT WORK. 4. READ WITH OTHER CONTRACT DOCUMENTS 5. IF IN DOUBT ASK.
COPY RIGHT & OWNERSHIP OF THIS DRAWING AND THE DESIGN OF THE BUILDING SHOWN ON THIS DRAWING IS VESTED IN THE ARCHITECTS WHOSE PRIOR WRITTEN
CONSENT IS REQUIRED FOR ITS USE, REPRODUCTION OR FOR COPYING TO ANY THIRD PARTY. © COPYRIGHT - ALL RIGHTS RESERVED

PROJECT WOODGATE HOUSING				CLIENT MR KEET		
DRAWING TITLE LOCATION MAP				COMPUTER FILE NAME DWG.DWG		
				ORIGINAL SIZE OF THIS DRAWING IS A4		
				DRAWING NUMBER		
DRAWN	CHECKED	DATE	SCALE - AS SCALE RODS	PROJECT NUMBER	ACTUAL DRAWING NUMBER	REVISION
BD	MB	APRIL '17	1:1250	1551	01	-
TRINITY, STRETINGTON, CHICHESTER, WEST SUSSEX, PO18 0LA, UNITED KINGDOM.						TEL. 01243 771166

ARCHITECTS
DESIGN
&
MANAGEMENT

APPENDIX 2
LIST OF AFFORDABLE HOUSING PROVIDERS
PREFERRED BY ARUN DISTRICT COUNCIL

Affinity Sutton
(Steven Connolly)
Cams Hall
Cams Hill
Fareham
Hampshire
PO16 8AB



The Guinness Partnership
(Claudette Rawlinson)



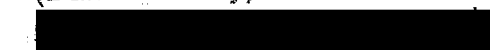
33 East Street
Havant
Hampshire
PO9 1AA



The Hyde Group
Telecom House
125 – 135 Preston Road
Brighton
West Sussex
BN1 6AF



Worthing Homes
(Damian Haley)



Worthing
West Sussex



Stonewater
(Jackie Burton)



Saxon Weald
(Stephen Humphreys)
Saxon Weald House
38-42 Worthing Road
Horsham
West Sussex
RH12 1DT



Hastoe
Karen Hillhouse



APPENDIX 3
DRAFT NOMINATIONS AGREEMENT

DATED

20[]

(1) [•] []

AND

(2) ARUN DISTRICT COUNCIL

DEED OF NOMINATION

relating to
rented units at

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Page No.

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THIS DEED OF NOMINATION RIGHTS is made on
BETWEEN

20[]

- (1) [•] of [•]; and
- (2) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN15 7LF.

1 DEFINITIONS

In this Deed :

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

"Nominee" means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit;

"Nomination List" means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).

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

"Rented Units" residential units in the form of houses.

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

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

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

"Void" means a Rented Unit which is vacant otherwise than as a result of the tenant having:

- (a) moved to other accommodation either by transfer or decant provided by the RSL;
- (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

"Void Notice" means a written notice given by the RSL to the Council (in a form to be agreed between the RSL and the Council within five weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void.

2 ENABLING PROVISIONS

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

3 PROCEDURE

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

Initial Lets

- 3.1 The RSL shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.
- 3.2 The RSL shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.
- 3.3 The Council shall within 10 working days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.
- 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
 - 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.
- 3.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 10 working days of receipt of the Vacancy Notice.
- 3.6 The RSL shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer

and the RSL shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.

3.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RSL shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RSL shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.

3.9 The RSL's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

3.10 Should a Rented Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:

3.10.1 the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

3.10.2 within 10 working days of receipt of the said notice the Council shall serve upon the RSL the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.

3.11 The RSL shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within 10 working days of receipt of the Void Notice.

3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RSL shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.

3.13 The RSL shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

3.14 The RSL shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:

3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;

3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;

3.14.4 a person accepting an offer of a tenancy from the RSL;

3.14.5 the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.

3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.

3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.

3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.

3.18 The RSL shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.

3.19 On 1 April, 1 July, 1 October and 1 January in each year the RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.

3.20 The RSL shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.

3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.

3.22 When calculating percentage for the purposes of this Deed percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.

3.23 The Council and the RSL agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

4 NOTICES

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

5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

The RSL shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Housing corporation under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

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

7 DISPUTES

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

8 COSTS

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

9 AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

EXECUTED BY AFFIXING with the
COMMON SEAL

of ARUN DISTRICT COUNCIL

in the presence of:

Seal Book No:

AUTHORISED SIGNATORY

PRINT NAME *SALLY SUGDEN*

JOB TITLE *CONTRACTS LAWYER*

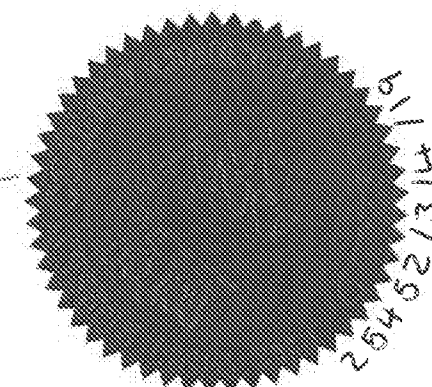
SEALED with the COMMON SEAL

of WEST SUSSEX COUNTY COUNCIL

in the presence of:

Seal Book No

Authorised Signatory



SIGNED and DELIVERED

by STEPHEN KEET

as his Deed in the

presence of:

Witness Name: STEPHANIE
BROWNINGWitness Address: GEORGE IDE LLP
Solicitors
52 North Street
CHICHESTER
West Sussex PO19 1NQWitness Occupation: LEGAL
SECRETARY

STEPHEN KEET

SIGNED and DELIVERED

by TREVOR LEONARD KEET

as his Deed in the

presence of:

Witness Name: STEPHANIE
BROWNINGWitness Address: GEORGE IDE LLP
Solicitors
52 North Street
CHICHESTER
West Sussex PO19 1NQWitness Occupation: LEGAL
SECRETARY

TREVOR LEONARD KEET

SIGNED and DELIVERED

by SONYA DODD, _____

as her Deed in the

presence of:

Witness Name: STEPHANIE
BROWNINGWitness Address: GEORGE IDE LLP
Solicitors
52 North Street
CHICHESTER
West Sussex PO19 1NQ

Witness Occupation: LEGAL SECRETARY

SONYA DODD