

Dated

13th March

2020

ARUN DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

and

JOHN ROBERT AYRE DAVID PAUL AYRE ALEXANDRA ADRIENNE AYRE

AND SAMANTHA LOUISE AYRE

and

GLADMAN DEVELOPMENTS LIMITED

**Planning obligation by deed of agreement under the Town and Country
Planning Act 1990 section 106**

relating to

Land at Arundel Road, Angmering, West Sussex

Ref: A/122/19/OUT

CMS/7765



GLADMAN

Gladman House
Alexandria Way
Congleton Business Park
Congleton, Cheshire
CW12 1LB

THIS AGREEMENT is made the 13th day of March 2020

BY:

- 1) **ARUN DISTRICT COUNCIL** of Civic Centre, Maltravers Road, Littlehampton, BN17 5LF ("the District Council")
- 2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
- 3) **JOHN ROBERT AYRE, DAVID PAUL AYRE, ALEXANDRA ADRIENNE AYRE and SAMANTHA LOUISE AYRE** of Ecclesden Farm, Water Lane, Angmering, Littlehampton, West Sussex, BN16 4ER ("the Owners")
- 4) **GLADMAN DEVELOPMENTS LIMITED** (company registration number 3341567) whose registered office is at Gladman House, Alexandria Way, Congleton Business Park, Congleton, CW12 1LB ("the Promoter")

RECITALS

A Definitions

- A.1 Words and phrases used in this Agreement are defined in clause 2.1 and also in the relevant Schedules.

B Interests in the Land

- B.1 The Owners are the freehold owners of the Land as set out in Schedule 1.
- B.2 The Owners and the Promoter have entered into the Promotion Agreement.

C The District Council and the County Council

- C.1 The District Council is the local planning authority for the purposes of section 106 of the 1990 Act for the area in which the Land is situated the local authority responsible for provision of Affordable Housing the local authority responsible for leisure provision and acts as agent for the Sussex Police and Crime Commissioner and the National Health Service in the collection of contributions due to them under this Agreement.
- C.2 The County Council is a planning authority for the purposes of section 106 of the 1990 Act and is the highway authority for the purposes of the Highways Act 1980 the education authority the fire

and rescue authority and the authority responsible for the provision of library services for the area in which the Land is situated.

D Planning

D.1 The Promoter on 9 November 2017 submitted the Application to the District Council.

D.2 At a meeting of the District Council's Development Control Committee held on 4 March 2020 it was resolved that planning permission for the Development should be granted subject to the completion of this Agreement.

D.3 The parties to this Agreement have given due consideration to the requirements of regulation 122 of the CIL Regulations 2010 and agree that the planning obligations contained in this Agreement are:

- 1.1 necessary to make the Development acceptable in planning terms;
- 1.2 directly related to the Development; and
- 1.3 fairly and reasonably related in scale and kind to the Development.

OPERATIVE PROVISIONS

1 Operative Powers

This Agreement is entered into pursuant to section 106 of the 1990 Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

2 Interpretation

2.1 In this Agreement the following expressions shall unless the context otherwise require have the following meanings:

2.1.1. 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)

2.1.2. 'Affordable Housing' means any form of housing identified within legislation the National Planning Policy Framework or a Ministerial Statement 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)

- 2.1.3 'the Affordable Housing Master Plan' means a plan to be submitted to and agreed with the District Council before the Commencement which details the strategy for the delivery of the Affordable Housing Units and which shall require 30% of the Housing Units to be provided as Affordable Housing Units of which 75% shall be Rented Units and 25% shall be Intermediate Units (or such other proportions as may be agreed with the District Council)
- 2.1.4 'the Affordable Housing Units' means the Affordable Housing identified on the Affordable Housing Master Plan to be made available as Rented Units and Intermediate Units
- 2.1.5 'the Application' means the planning application submitted by the Promoter to the District Council for planning permission for the Development and bearing reference number A/122/19/OUT and being described in full as outline application for the erection of up to 160 dwellings with public open space, landscaping and sustainable drainage systems (SuDs) and vehicular access point from Arundel Road, together with up to 1393 square metres (15,000 square feet) of B1/B2 units with associated parking provision and vehicular access point from Arundel Road and land made available for expansion of current sports pitch provision to form a sports hub (following the demolition of existing commercial units and one bungalow) all matters reserved except for means of access
- 2.1.6 'BCIS Index' means the All-In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may reasonably specify
- 2.1.7 'CCG' means the NHS Sussex Coastal Clinical Commissioning Group
- 2.1.8 'Charging Schedule' means a charging schedule as detailed in regulation 2(1) of the CIL Regulations
- 2.1.9 'CIL' means Community Infrastructure Levy as defined in regulation 3 of the CIL Regulations
- 2.1.10 'CIL Regulations' means the Community Infrastructure Levy Regulations 2010 (SI 2010/948) as amended
- 2.1.11 'Commencement' means the carrying out on the Land of a material operation (as defined in the 1990 Act section 56(4)) pursuant to the Planning Permission but save that for the purposes of this definition the carrying out of any works of site clearance, demolition work, laying or diversion of services, ground investigation and site survey works, construction of boundary fencing or hoardings, construction of temporary access, archaeological investigation, site decontamination or remediation works shall not be deemed to be the carrying out of a material operation and 'Commence' and 'Commence Development' shall be construed accordingly

- 2.1.12 'County Council Contributions' means the Highways Contribution the Library Contribution the Primary Education Contribution the Secondary Education Contribution the Sixth Form Education Contribution the Cycleway Contribution the Flood Alleviation Contribution and the Fire and Rescue Contribution as referred to in Schedule 5
- 2.1.13 'Cycleway Contribution' means the financial contribution of £550,000.00 (five hundred and fifty thousand pounds) payable to the County Council to be used towards the implementation of a cycle route along the Arundel Road corridor from Hammerpot Junction on the A27 in the north running south all the way to Angmering village centre via either Arundel Road or the local public right of way network and/or the provision of footway improvements on Arundel Road
- 2.1.14 'the Development' means the development of the Land comprising residential development of up to 160 residential dwellings with public open space and vehicular access point from Arundel Road together with up to 1393 square metres (15,000 square feet) of B1/B2 units with associated parking provision and vehicular access point from Arundel Road and land made available for expansion of current sports pitch provision to form a sports hub
- 2.1.15 'District' means the district of Arun
- 2.1.16 'District Council Contributions' means the Health Care Contribution and the Police Contribution as referred to in Schedule 3
- 2.1.17 'Employment Land' means the land allocated for employment use (Class B1 and B2) and shown for identification purposes only edged green on the Plan
- 2.1.18 'Expert' means an independent expert appointed in accordance with clause 10 to determine disputes in connection with this Agreement
- 2.1.19 'Fire and Rescue Contribution' means a financial contribution calculated in accordance with the following formula:

$Y \times Z = \text{Fire and Rescue Contribution where:}$

Note: x = "multiplied by"

Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units (which for Arun District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by a subsequent Reserved Matters Approval. The

County Council use the latest published occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

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 2019/20 is £15.00)

such contribution is payable to the County Council and to be used towards the redevelopment of Littlehampton Fire Station

- 2.1.20 'Flood Alleviation Contribution' means a financial contribution of £29,718.00 (twenty-nine thousand seven hundred and eighteen pounds) payable to the County Council towards the Angmering Flood Alleviation Scheme to deliver sustainable water management for the Black Ditch catchment through Angmering
- 2.1.21 'Green Infrastructure Space' means an area of land comprising general public open space and including a LEAP, a LAP and informal open space to be provided on the Land in accordance with the Permission and the Green Infrastructure Space Specification
- 2.1.22 'Green Infrastructure Space Specification' means a specification (including for the avoidance of doubt the location of the Green Infrastructure Space on the Land) and phasing programme for the delivery of the Green Infrastructure Space Works to be agreed in writing between the District Council and the Owner in accordance with Schedule 4
- 2.1.23 'Green Infrastructure Space Works' means works for the creation of the Green Infrastructure Space to be undertaken by the Owner in accordance with Schedule 4 of this Agreement

- 2.1.24 'Health Care Contribution' means the sum of £183,670.00 (one hundred and eighty-three thousands six hundred and seventy pounds) payable towards the expansion of existing facilities at the Coppice G P Surgery and/or Willow Green Surgery, East Preston
- 2.1.25 'Highways Contribution' means a financial contribution of five hundred and seventy-six thousand (£576,000) pounds payable to the County Council and to be used towards improvements to either the A280/A27/Long Furlong or A259 junctions (A259/Station Road Roundabout and A259/A280 Roundabout)
- 2.1.26 'Homebuy Agent' means the Registered Provider appointed by Homes England to administer shared ownership applicants and schemes across the County of West Sussex
- 2.1.27 'Homes England' means the body created pursuant to the Housing and Regeneration Act 2008 exercising (in England) the functions of affordable housing and includes any successor body exercising a similar function
- 2.1.28 'Housing Units' means any housing unit to be erected on the Land pursuant to the Permission including for the avoidance of doubt any flats or apartments and 'Housing Unit' shall be construed accordingly
- 2.1.29 'Infrastructure' has the meaning ascribed in Section 216(2) of the Planning Act 2008
- 2.1.30 'Intermediate Units' means Affordable Housing Units made available for sale and rent provided at a cost above social rent but below open market levels and includes shared equity (shared ownership and equity loans) other low cost homes and intermediate rent but does not include Rented Units
- 2.1.31 'Interest' means interest at 4% above the base lending rate of the Bank of England from time to time
- 2.1.32 'Land' means all that land against which this Agreement may be enforced described in Schedule 1 and shown for identification purposes only edged red on the Plan
- 2.1.33 'LAP' means a local area of play being an unequipped space with natural elements such as mounds and boulders together with a seat and bin specifically laid out to encourage imaginative play in younger children designed in general conformity with the Play England's Design for Play Guide, Guidance for Outdoor Sport and Play 2015 (Fields in Trust) and current best practice
- 2.1.34 'LEAP' means a local equipped area of play designed in general conformity with the Play England's Design for Play Guide, Guidance for Outdoor Sport and Play 2015 (Fields in Trust) and current best practice and which is intended for children who are beginning to go out and play independently

2.1.35 'LEMP' means the landscape and ecological management plan for the Green Infrastructure Space incorporating the Green Infrastructure Space Specification to be submitted to and approved by the District Council in accordance with the provisions of Schedule 4

2.1.36 'Library Contribution' means a financial contribution calculated in accordance with the following formula:

$L/1000 \times AP = \text{Library Contribution}$ where:

Note: x = multiplied by.

$L/1000$ = Extra library space in sq.m per 1,000 population x the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2019/2020 are 30 sq.m and £5,384 per sq.m respectively).

AP (Adjusted Population) = The estimated number of additional persons 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/affordable rent but for all other forms of tenure no discount is applied), as approved by the Reserved Matter Approval.

The County Council use the latest published occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

such contribution is payable to the County Council and to be used towards the development and enhancement of existing services at Angmering Library

- 2.1.37 'Longstop Date' means the date which is five years from the date of this Agreement
- 2.1.38 'Management Company' means a management company incorporated for the purpose of collecting an income and/or maintenance fees or similar in respect of the maintenance of the Green Infrastructure Space from the owners of the Housing Units or such other organisation as may be approved in writing by the District Council such approval not to be unreasonably withheld or delayed
- 2.1.39 'the Market Dwellings' means any Housing Unit which is not an Affordable Housing Unit
- 2.1.40 'Marketing Plan' means a plan setting out the methodology, timescales and delivery of the marketing of the Employment Land.
- 2.1.41 'Monitoring Fee' means a sum of £5,250.00 (five thousand two hundred and fifty pounds) payable to the Council in accordance with paragraph 1 of the Schedule 2 in accordance with regulation 122(2A) of the CIL Regulations in respect of the cost of monitoring (including reporting under CIL) in relation to the delivery of the planning obligations contained in this Agreement.
- 2.1.42 'Mortgagee' means a mortgagee or chargee or security trustee or any receiver (including any administrative receiver or receiver) of the Owner or a Registered Provider or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver
- 2.1.43 'Occupation' means beneficial occupation of Housing Units or other parts of the Development other than occupation for the purposes of construction fitting out security marketing or repair and 'Occupied' shall be construed accordingly
- 2.1.44 'Plan ' means the plan attached to this deed at Appendix 2
- 2.1.45 'the Permission' means planning permission for the Development pursuant to the Application and shall include any amendment to the Permission whether granted pursuant to section 73 of the 1990 Act or otherwise
- 2.1.46 'Police Contribution' means the sum of £29,778.70 (twenty-nine thousand seven hundred and seventy-eight pounds 70 pence) payable towards:
- Start-up equipment cost in the Angmering
Neighbourhood Policing Team £ 2,110.59
 - Officer start-up recruitment and training in the
Angmering Neighbourhood Policing Team £ 2,675.40
 - Staff start-up equipment cost at Littlehampton Police Station £625.80

- Staff start-up recruitment and training at Littlehampton Police Station £318.00
 - the cost of accommodating a minimum of 2.5 additional officers/staff (which are required to police this development) at Littlehampton Police Station. £18,560.91
 - the vehicle fleet in the Angmering Neighbourhood Policing Team £5,488.00
- 2.1.47 'the Promotion Agreement' means a promotion agreement dated 5 March 2018 in respect of the Land made between the Owners and the Promoter
- 2.1.48 'Primary Education Contribution' means a financial contribution calculated in accordance with the following formula:

DfE figure (Primary) x TPR = Primary Education Contribution where:

Note: x = "multiplied by ..."

DfE Figure (Primary) = Department for Education (DfE) Primary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Primary Education Contribution is paid (which currently for the financial year 2019/2020 is £18,370), updated as necessary by the Royal Institution of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

Total Places Required (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = 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/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by a subsequent Reserved Matter Approval. The County Council use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

To determine an overall population increase the following factors are applied.

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 (2001 Census data).

Year Groups = There are 7 year groups for Primary (years R to 6)

such contribution is payable to the County Council to be used towards the provision of a new primary school serving Angmering or if it is confirmed by the County Council that a new primary school will not be built in Angmering then the Primary Education Contribution shall be used towards additional facilities at St Margaret's C of E Primary School, Angmering or St. Wilfrid's Primary School, Littlehampton

2.1.49 'Reasonable Endeavours' means those reasonable steps which a prudent and determined person or company acting in his or its best interests and anxious to achieve the stated objective would take (save where the Agreement otherwise indicates)

2.1.50 'the Registered Provider' means either:

(i) a provider who is on the Arun District Council list of Approved Registered Providers (attached as Appendix 1 to this Agreement); or

(ii) a provider specifically approved by the District Council for the purpose of this Agreement

2.1.51 'Rented Units' means Affordable Housing Units that will be let at a rent which will be no higher than 80% of the open market rent paid in the District for the unit type such rent to be in accordance with guidance issued by Homes England and the National Planning Policy Framework

2.1.52 'Reserved Matters Application' means an application under the 1990 Act for approval of reserved matters reserved under the Planning Permission for subsequent approval

2.1.53 'Reserved Matters Approval' means the reserved matters approval or approvals which are obtained in respect of the Permission PROVIDED THAT where more than one reserved matters approval is obtained in respect of the Development for the purposes of calculating financial contributions

payable under the terms of this Agreement it shall mean the reserved matters approval that is implemented for the purposes of section 56(4) of the 1990 Act

- 2.1.54 'RPI Index' means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may reasonably specify
- 2.1.55 'Secondary Education Contribution' means a financial contribution calculated in accordance with the following formula:

DfE figure (Secondary) x TPR = Secondary Education Contribution where:

Note: x = "multiplied by ..."

DfE Figure (Secondary) = Department for Education (DfE) Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Secondary Education Contribution is paid (which currently for the financial year 2019/2020 is £33,538 for Arun for Secondary Education) updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

Total Places Required (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = 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/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by a subsequent Reserved Matters Approval. The County Council use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

			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

To determine an overall population increase the following factors are applied.

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 (2001 Census data).

Year Groups = There are 5 year groups for Secondary (years 7 to 11). such contribution is payable to the County Council and to be used towards infrastructure costs associated with Phase 1 of a new secondary school serving the District

2.1.56 'Secretary of State' means the Secretary of State for Housing Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Housing Communities and Local Government by the 1990 Act

2.1.57 'Services' means the provision of gas, electricity, water, foul and surface water drainage, telecommunications, roads and footpaths

2.1.58 'Services Scheme' means a scheme setting out the details of the Services to be provided to the Employment Land, including but not limited to locations, timescales and materials.

2.1.59 'Sixth Form Education Contribution' means a financial contribution calculated in accordance with the following formula:

DfE figure (Further Secondary) x TPR = Sixth Form Education Contribution where:

Note: x = "multiplied by ..."

DfE Figure (Further Secondary) = Department for Education (DfE) Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Sixth Form Education Contribution is paid (which currently for the financial year 2019/2020 is £30,019), updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

Total Places Required (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = 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/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by a subsequent Reserved Matter Approval. The County Council use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

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

To determine an overall population increase the following factors are applied.

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 (2001 Census data).

Year Groups = There are two year groups for Sixth Form (years 12 and 13) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of year 11 school leavers who continue into Sixth Form education in West Sussex.

such contribution to be payable to the County Council and to be used towards the future expansion at the Angmering School Sixth Form

- 2.1.60 'Specified Date' means the date upon which an obligation arising under this Agreement is due to be performed. 'Sports Pitch Land' means the land measuring 2.1 hectares and suitable for the setting out of the Sports Pitches identified as coloured blue on the Plan
- 2.1.61 'Sports Pitches' means two sports pitches on the Sports Pitch Land

- 2.1.62 'Statutory Undertaker' means any public gas transported water or sewerage undertaker electricity supplier or public telecommunications operator.
- 2.1.63 'Working Day' means any day excluding Saturday or Sunday or any bank or public holiday or any day between Christmas Eve and New Year's Day which would otherwise be a working day.
- 2.2 Where in this Agreement reference is made to a clause sub-clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital of or (in the case of a plan) attached to this Agreement.
- 2.3 Words denoting any one gender only shall include both genders and may be used interchangeably and words denoting natural person includes firms companies and corporations and vice versa.
- 2.4 Words importing the singular number only shall include the plural number and vice versa and where there is more than one covenantor the obligation of such covenantors shall be joint and several.
- 2.5 Any reference to a statute or statutory instrument (whether or not specifically names) includes any statute or statutory instrument amending consolidating or replacing them respectively and for the time being in force and references to a statute include all statutory Instruments orders plans regulations byelaws permissions and directions for the time being made issued or given or deriving validity pursuant to them.
- 2.6 Where the agreement approval consent or an expression of satisfaction is required by the Owners under the terms of this Agreement from the District Council or the County Council that agreement approval consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 2.7 Save where the context otherwise requires reference to any party shall include the successors in title of that party.
- 2.8 Reference in this Agreement to the District Council or the County Council shall include references to their respective successors in statutory function.

3 Legal Effect

- 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 This Agreement is executed by the parties as a deed and will constitute a planning obligation for the purposes of section 106 of the 1990 Act to the extent that it shall bind the Owners and their successors in title to each and every part of the Land.
- 3.3 This Agreement shall be enforceable by the District Council as to covenants in its favour and set out in Schedules 2 3 and 4 and by the County Council as to covenants in its favour and set out in Schedule 5.
- 3.4 The Owners shall upon parting with the fee simple in any part of the Land be released from all obligations rights and duties under the terms of this Agreement in so far as they relate to such part of the Land (save in respect of liability for any antecedent breach of this Agreement) and shall upon parting with the entirety of any part of their interest in the Land be released from all liability whatsoever under the terms of this Agreement in respect of the Land disposed of save insofar as it relates to an antecedent breach of this Agreement.
- 3.5 This Agreement other than clause 4.2 and 4.4 (legal costs) and 9.1 (notice) shall not take effect until the following conditions precedent have been satisfied:
- 3.5.1 the Permission being granted; and
- 3.5.2 the Commencement of the Development.
- 3.6 Nothing in this Agreement shall be construed as prohibiting limiting or affecting any right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted by the District Council or the Secretary of State on appeal or by reference to him after the date of this Agreement and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement under the terms of this Agreement.
- 3.7 Each clause sub-clause paragraph schedule or plan shall be separate distinct and severable from each other to the extent only that if any clause sub-clause paragraph Schedule or plan becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause sub-clause paragraph schedule or plan shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause paragraph schedule or plan be valid shall apply without prejudice to any other clause paragraph schedule or plan contained therein.
- 3.8 Except insofar as legally or equitably permitted nothing contained within this Agreement shall fetter the District Council or the County Council in its future exercise of rights and powers under the 1990 Act Local Government Act 1972 or any other statutory power.

- 3.9 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Agreement and their respective successors in title.
- 3.10 Nothing in this Agreement shall be construed as imposing any obligation on any Statutory Undertaker who acquires an interest in the Land for the purpose of undertaking their statutory functions.
- 3.11 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires before the Development is Commenced.
- 3.12 No obligations undertakings or liabilities under this Agreement shall be enforceable against:-
- (i) Individual purchasers or lessees of any Housing Unit unless that individual purchaser or lessee Occupies in breach of Schedule 2 save as otherwise provided in this Agreement; or
 - (ii) Any chargee or mortgagee acquiring an interest in the Land after the date of this Agreement unless said chargee or mortgagee becomes a chargee or mortgagee in possession of the Land.
- 3.13 All the obligations in this Agreement are conditional upon the District Council granting the Permission.
- 3.14 No obligations undertakings or liabilities under this Agreement shall be enforceable against
- (i) A tenant or any occupant of an Affordable Housing Unit exercising a right to buy right to acquire or similar statutory right to purchase or who had staircased to 100% of the equity in the relevant Affordable Housing Unit, or
 - (ii) Any mortgagee of a tenant under a lease of an Affordable Housing Unit or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver; or
 - (iii) Mortgagees of any Registered Provider or any receiver appointed by such mortgagee or any person deriving title through such mortgagee or receiver to the extent detailed in paragraph 9 of Schedule 2 to this Agreement; or
 - (iv) The Registered Provider of the Affordable Housing Units other than the obligations contained in Schedule 2 Part 1.

4 The Owners' Covenants

- 4.1 The Owners covenant with the District Council to comply with the requirements set out in Schedules 2 3 and 4 to this Agreement.
- 4.2 The Promoter covenants with the District Council to pay on completion of this Agreement the District Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement in the sum of £2,000.00.
- 4.3 The Owners covenant with the County Council to comply with the requirements set out in Schedules 5 to this Agreement.
- 4.4 The Promoter covenants with the County Council to pay on completion of this Agreement the County Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement in the sum of £1862.40
- 4.5 The Promoter confirms and agrees that the Land shall be bound by the terms of this Agreement but the Promoter shall not be liable under the Agreement unless and until it becomes an Owner of the Land or any part thereof in which case it too will be bound as a successor in title.

5 The District Council Covenants

- 5.1 The District Council covenants with the Owners and the Promoter to comply with all its obligations contained within this Agreement.

6. The County Council covenants

- 6.1 The County Council covenants with the Owners to comply with all its obligations contained within this Agreement.

7 Land Charge

- 7.1 This Agreement is a local land charge and shall be registered as such by the District Council.

- 7.2 The District Council (at the written request of the Owners at any time after the Owners have complied with or are discharged from their obligations in this Agreement) is to issue written confirmation of discharge and immediately cancel all entries made in the register of local land charges in respect of this Agreement.

8. Interest and Indexation

- 8.1 If any payment due to the District Council or the County Council under this Agreement is paid late Interest will be payable from the date payment is due to the actual date of payment.

8.2 District Council Indexation

The Owners undertake to the District Council that any sum payable by them under this Agreement shall be increased by the application of the following formula:

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

D

Where:

- A is the sum actually payable on the Specified Date
B is the original sum mentioned in this Agreement
C is the RPI Index for the quarter preceding the Specified Date
D is the RPI Index for the quarter preceding the date of this Agreement

$\frac{C}{D}$

D is equal to or greater than 1

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

8.3 County Council Indexation

The Owners undertake to the County Council that any sums payable by them under this Agreement shall be increased by the application of the following formula:

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

D

Where:

- A is the sum actually payable on the Specified Date

- B is the original sum mentioned in this Agreement
- C is the BCIS Index for the quarter preceding the Specified Date
- D is the BCIS Index for the quarter preceding the date of this Agreement

C

- D is equal to or greater than 1

9. Notice and Service Provisions

- 9.1 Prior to Commencement the Owners shall give written notice to the District Council's Section 106 Monitoring Office and to the Monitoring and Records Team Strategic Planning Division of the County Council of an intention to Commence the Development.
- 9.2 Prior to Occupation of the first Housing Unit the Owners shall give written notice to the District Council's S.106 Monitoring Office and to the Monitoring and Records Team Strategic Planning Division of the County Council of an intention to Occupy the first Housing Unit.
- 9.3 Prior to Occupation of 50% (fifty per cent) of the Housing Units in the Development the Owners shall give written notice to the District Council's S.106 Monitoring Office and to the Monitoring and Records Team, Strategic Planning Division of the County Council of an intention to Occupy 50% (fifty per cent) of the Housing Units in the Development.
- 9.4 Any notice or other written communication to be served upon or given by one party to any other under the terms of this Agreement shall be deemed to have been validly served or give if transmitted by facsimile (and confirmed by transmission confirmation slip) delivered by hand or sent by recorded delivery post to the party whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 9.5 The address for any notice or other written communication shall only be within the United Kingdom and is:

9.5.1. for the Owners as specified above and marked for their attention,

- 9.5.2 for the Promoter as specified above marked for the attention of the Legal Department;
- 9.5.3. for the District Council as specified above marked for the attention of the Group Head of Planning or any other officer notified to the parties by the Council in writing;
- 9.5.4 for the County Council as specified above marked for the attention of the Monitoring and Records Team Strategic Planning Division for the time being of the County Council.

10. Dispute Resolution

Any dispute or difference arising between the parties hereto shall be dealt with as follows:-

- 10.1 in the case of any difference or dispute arising out of the provisions relating to Affordable Housing the same shall be referred to an independent Chartered Surveyor of at least fifteen (15) years standing who shall be nominated in default of agreement between the Owners and the District Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy;
- 10.2 in the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owners and the District Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice Chair of the Bar Council; and
- 10.3 any matter referred to an independent Chartered Surveyor or Counsel shall be decided by such person as an expert (and not as an arbitrator) who shall permit one representation and one counter-representation (each in writing) by each party to the dispute and his determination shall be in writing and final and binding on the parties and the costs of such determination shall be paid as the expert shall direct but if he does not direct shall be borne equally between the Owners and the District Council or the County Council (as the case may be)
- 10.4 The determination of the expert (including any determination as to the responsibility for the payment of his own costs and those of the parties) shall be final and binding upon the parties and on any persons claiming through or under them and judgement upon the matter may be entered in

any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

11. Jurisdiction

- 11.1 This Agreement shall be governed by the laws of England.
- 11.2 The courts of England shall have exclusive jurisdiction to determine all disputes in connection with this Agreement which are not resolved to the satisfaction of the parties by the Expert under clause 10.

12. Declarations

- 12.1 The District Council and the County Council will upon the written request of the Owners or the Promoter confirm in writing whether or not the obligations set out herein have been performed or otherwise discharged.
- 12.2 If the District Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained on the Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and apply in equal terms to the new planning permission UNLESS the Owners and the District Council otherwise agree or the District Council in determining the application for the new planning permission (or the Secretary of State determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Agreement to reflect the impact of the section 73 application in which circumstances a separate agreement or a deed of variation under section 106 or s.106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission BUT nothing in this Agreement shall in any way fetter the District Council's discretion in relation to the section 73 application or the determination thereof.
- 12.3 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed thereby to be affected or impaired.

13. Indemnity

- 13.1 The Promoter (to the extent that the Owners have not been released from the planning obligations set out in this deed pursuant to clause 3.4 of this Agreement) hereby indemnifies and shall keep indemnified the Owners during the term of the Promotion Agreement against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the Owners under this deed and any breach or non-performance of those obligations PROVIDED THAT this clause shall not be for the benefit of any successor in title to the Owners pursuant to a Disposal as defined in the Promotion Agreement.

14. CIL Regulations

- 14.1 If at the date of the grant of the Planning Permission for the Development a Charging Schedule has been approved by the District Council and come into effect any contribution payable under the terms of this Agreement which is for an Infrastructure project or a type of Infrastructure which is identified in the Charging Schedule as an Infrastructure project or Infrastructure to be funded wholly or partly by CIL shall cease to be payable.

SCHEDULE 1

The Owner's Title and Land Description

Land under title number WSX97822 being land at New Place Nursery, Arundel Road, Angmering,
Littlehampton

Land under title number SX14641 being land on the west side of Arundel Road, Littlehampton

Land under title number WSX97821 being New Place Bungalow, Arundel Road, Angmering,
Littlehampton

Land under title number SX13338 being land on the west side of, Arundel Road, Angmering,
Littlehampton

Land under title number SX65178 being land lying on the west side of Arundel Road, Angmering,
Littlehampton

SCHEDULE 2

Monitoring Fee

The Owners covenant with the District Council as follows:

1. Prior to the Commencement of the Development the Owners shall pay to the District Council the Monitoring Fee.
2. Not to cause or permit the Development to be Commenced until the Monitoring Fee has been paid to the District Council.

Affordable Housing

Part 1

The Owners covenant with the District Council:

1. Not to Commence Development until an Affordable Housing Master Plan has been submitted to and approved in writing by the District Council.
2. To construct and provide the Affordable Housing Units in accordance with the approved Affordable Housing Master Plan.
3. Not to Occupy or to permit the Occupation of more than 50% of the Market Dwellings until the Affordable Housing Units that are to be transferred to a Registered Provider are the subject of a binding contract for their construction in accordance with the Permission and the land on which the Affordable Housing Units are to be constructed is the subject of a binding contract that provides for the transfer of that land from the Owners to a Registered Provider or in the case of Affordable Housing Units that are not to be managed by a Registered Provider with evidence that those Affordable Housing Units have been transferred to an occupier in accordance with the Affordable Housing Master Plan approved pursuant to paragraph 1.
4. The Owners covenant:
 - 4.1 not to permit the Affordable Housing Units to be Occupied other than as Affordable Housing unless otherwise provided in this Agreement;
 - 4.2 to ensure that the Rented Units are available for rental occupation and allocated adopting the procedure set out in paragraph 5 below.
5. To procure that the Registered Provider grants in relation to the Affordable Housing Units that are to be transferred to a Registered Provider nomination rights to the District Council in relation to the first Occupation of the Affordable Housing Units and nomination rights to be 75% of all subsequent relets is substantially in the form of the Nomination Agreement annexed hereto at Part 2 PROVIDED that if the District 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:
 - 5.1 any family association in the said administrative area in accordance with relevant housing allocation policies

- 5.2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant
 - 5.3 any employment opportunity in the locality
 - 5.4 any other connection with the locality
- but for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time.
- 6. In the event that any Affordable Housing Unit becomes available to the Registered Provider for re-letting the Affordable Housing Units shall be allocated according to the procedure set out in paragraph 5.
 - 7. The Owners covenant to advertise the availability of each Intermediate Unit and ensure that each Intermediate Unit is available for Occupation as an Intermediate Unit as appropriate and allocated according to the nomination policies and procedures of the Homebuy Agents or as may be agreed in writing by the District Council.
 - 8. In the event that the Affordable Housing Units are occupied by persons who have
 - 8.1 a statutory right to acquire or statutory right to buy the freehold of or a long leasehold interest in an Affordable Housing Unit under the Housing Acts 1988 or 1996 or any other statutory power and if such person does acquire the freehold of or a long leasehold interest in an Affordable Housing Unit pursuant to such rights or
 - 8.2 entered into a shared ownership shared equity or HomeBuy or other arrangement (whether or not subsequently staircased to 100%) or any successor in title to such a person
 - 8.3 then the provisions of this Schedule shall cease to have effect in respect of that Affordable Housing Unit or their Mortgagee or successors in title.
 - 9. If at any time there shall be a Mortgagee seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge then:
 - 9.1 the Mortgagee shall give the District Council one weeks' notice ("the Notice") of the intention to seek an alternative Registered Provider to acquire the Affordable Housing Units.
 - 9.2 The Mortgagee shall use Reasonable Endeavours (including reasonable terms and reasonable price being not less than the amount owing to the said mortgagee pursuant to the Mortgagee's charge together with legal and administrative costs) to complete a disposal of the Affordable Housing Unit(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the

relevant security documentation including all accrued principal monies interest and costs and expenses.

- 9.3 If the Mortgagee is unable to transfer the Affordable Housing Units in accordance with clause 9.2 above within three months of the date of the Notice the Mortgagee may thereafter transfer the Affordable Housing Units free from the provisions of this Schedule which shall not be binding or enforceable against the Affordable Housing Units the said Mortgagee or its successors in title.

Part 2

Nomination Agreement Template

DRAFT NOMINATIONS AGREEMENT

DATED 20[]

(1) [·[]]

AND

(2) ARUN DISTRICT COUNCIL

AGREEMENT OF NOMINATION

relating to

rented units at

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THIS AGREEMENT OF NOMINATION RIGHTS is made on 20[]

BETWEEN

(1) [.] of [.] ; and

(2) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN15 7LF.

1 DEFINITIONS

In this Agreement :

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

"Mortgagee" means a mortgagee or chargee or security trustee or any receiver (including any administrative receiver or receiver) of the Owner or a Registered Provider or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver

"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 Agreement) the function of such notice being the notification to the Council by the RSL that the construction and fitting out of the Rented Unit is completed.

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

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

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

2 ENABLING PROVISIONS

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

3 PROCEDURE

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

Initial Lets

3.1 The RSL shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.

3.2 The RSL shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.

3.3 The Council shall within 10 working days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.

3.4 The Nomination List to be served by the Council under clause 3.3 shall:

3.4.1 specify the appropriate category of Rented Unit to which it relates; and

3.4.2 indicate the priority for the housing of the Nominees.

3.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 10 working days of receipt of the Vacancy Notice.

3.6 The RSL shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.

3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.

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

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

Voids

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

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

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

3.11 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 reasonable opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.

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

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

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

4 NOTICES

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

5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

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

6. In the event that the Affordable Housing Units are occupied by persons who have

6.1 a statutory right to acquire or statutory right to buy the freehold of or a long leasehold interest in an Affordable Housing Unit under the Housing Acts 1988 or 1996 or any other statutory power and if such person does acquire the freehold of or a long leasehold interest in an Affordable Housing Unit pursuant to such rights or

6.2 entered into a shared ownership shared equity or HomeBuy or other arrangement (whether or not subsequently staircased to 100%) or any successor in title to such a person

6.3 then the provisions of this Agreement shall cease to have effect in respect of that Affordable Housing Unit or their Mortgagee or successors in title.

MORTGAGEE IN POSSESSION

7. If at any time there shall be a Mortgagee seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge then:

7.1 the Mortgagee shall give the District Council one weeks' notice ("the Notice") of the intention to seek an alternative Registered Provider to acquire the Affordable Housing Units.

7.2 The Mortgagee shall use Reasonable Endeavours (including reasonable terms and reasonable price being not less than the amount owing to the said mortgagee pursuant to the Mortgagee's charge together with legal and administrative costs) to complete a disposal of the Affordable Housing Unit(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses.

7.3 If the Mortgagee is unable to transfer the Affordable Housing Units in accordance with clause 10.2 above within three months of the date of the Notice the Mortgagee may thereafter transfer the

Affordable Housing units free from the provisions of this Agreement which shall not be binding or enforceable against the Affordable Housing Units the said Mortgagee or its successors in title.

8 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.

9 COSTS

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

10 AGREEMENTS AND DECLARATIONS

The parties agree:

10.1 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers; and

9.2 the obligations contained in this Agreement are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

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

SCHEDULE 3

District Council Contributions

1. Health Care Contribution

The Owners covenant with the District Council:

- 1.1 Prior to the Occupation of the 20th Housing Unit to pay to the District Council the Health Care Contribution.
- 1.2 Not to cause allow or permit the Occupation of the 20th Housing Unit until the Health Care Contribution has been paid to the District Council.
- 1.3 The District Council covenants not to use the Health Care Contribution other than by transferring it to the CCG solely for use towards the expansion of existing facilities at The Coppice GP Surgery and/or Willow Green Surgery.

2. Police Contribution

The Owners covenant with the District Council:

- 2.1 Prior to the Occupation of the 80th Housing Unit to pay to the District Council the Police Contribution.
- 2.2 Not to cause allow or permit the Occupation of more than 79 Housing Units until the Police Contribution has been paid to the District Council.

The District Council covenants not to use the Police Contribution other than by transferring it to Sussex Police for use towards the provision of start-up equipment costs in the Angmering Neighbourhood Policing Team; officer start-up recruitment and training in the Angmering Policing Team; staff start-up equipment cost at Littlehampton Police Station; staff start-up recruitment and

training at Littlehampton Police Station, the cost of accommodating a minimum of 2.5 additional officer/staff (which are required to police the Development at Littlehampton Police Station and towards the purchase of additional vehicle fleet in the Angmering Neighbourhood Policing Team in accordance with clause 2.1.46 hereof.

3. Sports Pitch Land

The Owners covenant with the District Council:

- 3.1 Subject to paragraph 3.6 of this Schedule from the Commencement of Development until the expiry of the Longstop Date or transfer of the Sports Pitch Land the Sports Pitch Land shall be reserved and held by the Owners solely for use as Sports Pitches and shall not be used for any purpose which would render the Sports Pitch Land unsuitable for such use PROVIDED THAT this clause shall not prevent the use of the Sports Pitch Land for the purpose of agriculture or access or a construction compound in connection with the Development until the date of the transfer of the Sports Pitch Land to the District Council pursuant to paragraph 3.2 of this Schedule or the Longstop Date whichever is earlier.
- 3.2 In the event that following the Commencement of Development the Owners receive a valid written notice from the District Council that all necessary consents to authorise the construction of the Sports Pitches have been granted prior to the Longstop Date the Owners shall transfer the Sports Pitch Land to the District Council or a body nominated by the District Council such transfer to take place (subject to the provisions of paragraph 3.4) within three calendar months of receipt of such written notice by the Owners (unless otherwise agreed in writing) from the District Council.
- 3.3 Any transfer of the Sports Pitch Land to the District Council or a body nominated by the District Council pursuant to paragraph 3.2 of this Schedule shall be in accordance with Schedule 7 of this Agreement.
- 3.4 If the District Council or a body nominated by the District Council and the Owners are unable to agree the terms of the transfer of the Sports Pitch Land within two months of receipt by the District Council or body nominated by the District Council from the Owners of a draft transfer of the freehold of the Sports Pitch Land containing the matters set out in Schedule 7 to this Agreement

then either party may apply for the terms to be fixed by an expert in accordance with clause 10 hereof.

- 3.5 The District Council and the Owners agree that completion of the transfer of the Sports Pitch Land shall take place no later than the date which is 30 Working Days unless otherwise agreed in writing from the date upon which the terms are agreed or fixed pursuant to clause 10 in accordance with the provisions of Schedule 7 to this Agreement.
- 3.6 In the event that at the expiry of the Longstop Date the District Council has not served written notice on the Owners pursuant to paragraph 3.2 of this Schedule the obligations in paragraph 3.1-3.5 of this Schedule shall cease to have effect and the Owners shall from such date have no obligation to comply with them and for the avoidance of doubt any notice served after the Longstop Date or prior to the Commencement of Development shall not be a valid notice in accordance with this Schedule.
- 3.7 In the event that the Sports Pitch Land is transferred to the District Council or a body nominated by the District Council in accordance with paragraph 3.5 above the District Council or a body nominated by the District Council shall within five years of the date of the transfer pursuant to paragraph 3.5 layout the Sports Pitch Land as Sports Pitches.
- 3.8 In the event that the District Council or a body nominated by the District Council does not lay out the Sports Pitches on the Sports Pitch Land in accordance with paragraph 3.7 within 5 years of the date of the transfer the Council or a body nominated by the District Council shall re-transfer the Sports Pitch Land free from all encumbrances and restrictions back to the transferor.

4. Employment Land

- 4.1 Prior to the Occupation of the 80th Housing Unit to submit to the District Council for written approval a Marketing Plan for the Employment Land.
- 4.2 Not to cause allow or permit the Occupation of the 80th Housing Unit until it has submitted to and received written approval from the District Council of a Marketing Plan for the Employment Land.

- 4.3 Prior to the Occupation of the 100th Housing Unit to market the Employment Land in accordance with the approved Marketing Plan.
- 4.4 Not to cause allow or permit the Occupation of the 100th Housing Unit until it has marketed the Employment Land in accordance with the approved Marketing Plan.
- 4.5 Prior to the Occupation of the 100th Housing Unit to submit to the District Council for written approval a Services Scheme for the Employment Land.
- 4.6 Not to cause allow or permit the Occupation of the 100th Housing Unit until it has submitted to and received written approval from the District Council of a Services Scheme for the Employment Land.
- 4.7 To maintain records of all actions taken in accordance with the approved Marketing Plan and produce them to the District Council on written request. Such records to be retained for a period of three years.
- 4.8 Prior to the Occupation of the 120th Housing Unit to provide the Services, to the Employment Land in accordance with the Services Scheme.
- 4.9 Not to cause allow or permit the Occupation of the 120th Housing Unit until the Services, have been provided to the Employment Land in accordance with the Services Scheme.
- 4.10 In the event that following the end of the marketing of the Employment Land in accordance with the approved Marketing Plan no acceptable offers to purchase the Employment Land are received by the Owner then the Owner shall serve notice to that effect on the District Council and the Employment Land will then be free from the terms of this Agreement (including for the avoidance of doubt the obligations to provide Services pursuant to paragraph 4.8 and 4.9 above) and the Owner shall be entitled to make a further planning application for an alternative use for the Employment Land.

- 4.11 The District Council covenants with the Owners to approve the Marketing Plan for the for the Employment Land without unreasonable delay and to use reasonable endeavours to determine (whether approval or otherwise) the Marketing Plan within 28 days of receipt of the Marketing Plan for approval.

5. Repayment of Financial Contributions

- 5.1 In respect of the payments made by the Owners to the District Council the District Council covenants with the Owners that if at the date ten years from the date of payment of the last instalment of any contribution under any of the preceding paragraphs any monies remain unspent (including any interest accrued) then the District Council shall return such monies to the party that made the payment plus accrued interest.
- 5.2 The District Council Contributions shall be deemed spent upon the District Council entering into a binding commitment to make payment to spend the relevant District Council Contribution for the purposes set out in clauses 1 to 2 of this Schedule

SCHEDULE 4

Green Infrastructure Space

1. Green Infrastructure Space

The Owners covenant with the District Council:-

- 1.1 Not to Commence Development unless and until the LEMP and Green Infrastructure Space Specification have been submitted to and approved in writing by the District Council.
- 1.2 Prior to Commencement of the Development the Owners shall submit the LEMP and the Green Infrastructure Space Specification to the District Council for written approval by the District Council in accordance with paragraph 1 above.
- 1.3 For the avoidance of doubt if the Green Infrastructure Space Specification is included within the LEMP approval of the LEMP shall include approval of the Green Infrastructure Space Specification and the Owners shall not be required to obtain approval twice.
- 1.4 The Owners shall:
 - 1.4.1 lay out the Green Infrastructure Space prior to the first Occupation of 80 Housing Units and on completion of the Green Infrastructure Space Works make available to the public the Green Infrastructure Space; and
 - 1.4.2 maintain the Green Infrastructure Space in accordance with the approved LEMP (including any amendment thereto) following completion of the Green Infrastructure Space Works.
- 1.5 The LEMP approved in accordance with this Schedule shall be deemed to be incorporated within this Agreement and enforceable by the Council as part of this Agreement.
- 1.6 Following completion of the Green Infrastructure Space Works the Owner shall transfer the Green Infrastructure Space to the Management Company following which the Management Company will be required as successor in title to the Owner to maintain the Green Infrastructure Space in accordance with the LEMP.

- 1.7 The transfer of the Green Infrastructure Space to the Management Company shall be in accordance with the terms set out in Schedule 6.

SCHEDULE 5

County Council Contributions

1. Library Contribution

The Owners covenant with the County Council:

- 1.1 Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council 50% (fifty per cent) of the Library Contribution.
- 1.2 Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until 50% (fifty per cent) of the Library Contribution has been paid to the County Council.
- 1.3 Prior to the Occupation of 50% of the Housing Unit in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Library Contribution.
- 1.4 Not to cause or allow the Occupation of more than 50% of the Housing Units in the Development to occur unless and until the remaining 50% (fifty per cent) of the Library Contribution has been paid to the County Council.
- 1.5 The County Council covenants not to use the Library Contribution other than towards the development or enhancement of existing services at Angmering Library.

2. Fire and Rescue Contribution

The Owners covenant with the County Council:

- 2.1 Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council 50% (fifty per cent) of the Fire and Rescue Contribution.
- 2.2 Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until 50% (fifty per cent) of the Fire and Rescue Contribution has been paid to the County Council.

- 2.3 Prior to the Occupation of 50% of the Housing Unit in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Fire and Rescue Contribution.
- 2.4 Not to cause or allow the Occupation of more than 50% of the Housing Units in the Development to occur unless and until the remaining 50% (fifty per cent) of the Fire and Rescue Contribution has been paid to the County Council.
- 2.5 The County Council covenants not to use the Fire and Rescue Contribution other than towards the redevelopment of Littlehampton Fire Station.

3. Primary Education Contribution

The Owners covenant with the County Council:

- 3.1 Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council 50% (fifty per cent) of the Primary Education Contribution.
- 3.2 Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until 50% (fifty per cent) of the Primary Education Contribution has been paid to the County Council.
- 3.3 Prior to the Occupation of 50% of the Housing Units in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Primary Education Contribution.
- 3.4 Not to cause or allow the Occupation of more than 50% of the Housing Units in the Development to occur unless and until the remaining 50% (fifty per cent) of the Primary Education Contribution has been paid to the County Council.
- 3.5 The County Council covenants not to use the Primary Education Contribution other than towards the provision of a new primary school serving Angmering.

4. Secondary Education Contribution

The Owners covenant with the County Council:

- 4.1 Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council 50% (fifty per cent) of the Secondary Education Contribution.

- 4.2 Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until 50% (fifty per cent) of the Secondary Education Contribution has been paid to the County Council.
- 4.3 Prior to the Occupation of 50% of the Housing Units in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Secondary Education Contribution.
- 4.4 Not to cause or allow the Occupation of more than 50% of the Housing Units in the Development to occur unless and until the remaining 50% (fifty per cent) of the Secondary Education Contribution has been paid to the County Council.
- 4.5 The County Council covenants not to use the Secondary Education Contribution other than towards infrastructure costs associated with Phase 1 of a new secondary school serving the District.

5. Sixth Form Education Contribution

The Owners covenant with the County Council:

- 5.1 Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council 50% (fifty per cent) of the Sixth Form Education Contribution.
- 5.2 Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until 50% (fifty per cent) of the Sixth Form Education Contribution has been paid to the County Council.
- 5.3 Prior to the Occupation of 50% of the Housing Units in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Sixth Form Education Contribution.
- 5.4 Not to cause or allow the Occupation of more than 50% of the Housing Units in the Development to occur unless and until the remaining 50% (fifty per cent) of the Sixth Form Education Contribution has been paid to the County Council.

- 5.5 The County Council covenants not to use the Sixth Form Education Contribution other than towards additional facilities at The Angmering School Sixth Form.

6. Highways Contribution

The Owners covenant with the County Council:

- 6.1 Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council 50% (fifty per cent) of the Highways Contribution.
- 6.2 Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until 50% (fifty per cent) of the Highways Contribution has been paid to the County Council.
- 6.3 Prior to the Occupation of 50% of the Housing Units in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Highways Contribution.
- 6.4 Not to cause or allow the Occupation of more than 50% of the Housing Units in the Development to occur unless and until the remaining 50% (fifty per cent) of the Highways Contribution has been paid to the County Council.
- 6.5 The County Council covenants not to use the Highways Contribution other than towards the delivery of improvements to either the A280/A27/Long Furlong or A259 junctions (A259/Station Road Roundabout and A259/A280 Roundabout).

7. Cycleway Contribution

The Owners covenant with the County Council:

- 7.1 Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council 50% (fifty per cent) of the Cycleway Contribution.
- 7.2 Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until 50% (fifty per cent) of the Cycleway Contribution has been paid to the County Council.

- 7.3 Prior to the Occupation of 50% of the Housing Units in the Development to pay to the County Council the remaining 50% (fifty per cent) of the Cycleway Contribution.
- 7.4 Not to cause or allow the Occupation of more than 50% of the Housing Units in the Development to occur unless and until the remaining 50% (fifty per cent) of the Cycleway Contribution has been paid to the County Council.
- 7.5 The County Council covenants not to use the Cycleway Contribution other than towards the implementation of a cycle route along the Arundel Road corridor from Hammerpot Junction on the A27 in the north running south all the way to Angmering Village Centre via either Arundel Road or the local public right of way network.

8. Flood Alleviation Contribution

- 8.1. Prior to the Occupation of the first Housing Unit in the Development to pay to the County Council the Flood Alleviation Contribution.
- 8.2. Not to cause or allow the Occupation of the first Housing Unit in the Development to occur unless and until the Flood Alleviation Contribution has been paid to the County Council.
- 8.3. The County Council covenants not to use the Flood Alleviation Contribution other than towards the Angmering Flood Alleviation Scheme to deliver sustainable waste management for the Black Ditch Catchment through Angmering.

9. Repayment of Financial Contribution

- 9.1 In respect of the payments made by the Owners to the County Council the County Council covenants with the Owners that if at the date ten years from the date of payment of the last instalment of any contribution under any of the preceding paragraphs any monies remain unspent (including any interest accrued) then the County Council shall return such monies to the party that made the payment plus accrued interest.

- 9.2 If at the dates referred in in paragraph 9.1 the County Council shall have entered into a contract for the or other legally binding obligation to expend the County Council Contributions or part thereof for the purpose specified then the County Council shall not be required to refund any part of the County Council Contributions required for that purpose but shall as soon as possible following completion of the said contract or legally binding commitment refund any unexpected part in the manner set out in paragraph 9.1 hereof.

Schedule 6

Provisions relating to the transfer of the Green Infrastructure Space

The transfer of the Green Infrastructure Space to the Management Company shall:

- i. be a transfer of the entire freehold interest of the Green Infrastructure Space
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such Incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. be free from any contamination which would materially affect its use and development
- vi. be subject to a covenant which prohibits the use of the Green Infrastructure Space for any purpose other than for public recreation and amenity subject to the right of the Management Company to construct any buildings or other structures ancillary to such use
- vii. include all usual and necessary rights of way with or without vehicles for the benefit of the Green Infrastructure Space
- viii. reserve in favour of the Owners any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Green Infrastructure Space
- ix. reserve in favour of the Owners the right to lay and use new services subject to the prior written agreement of the Management Company together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- x. declare that boundary structures shall belong to and be maintained by the owners of the Housing Units which adjoin the Green Space Infrastructure
- xi. not require consideration in excess of one pound (£1)
- xii. contain a covenant for the benefit of the District Council to manage and maintain the Green Infrastructure Space in accordance with the approved LEMP

Schedule 7

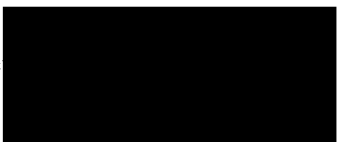
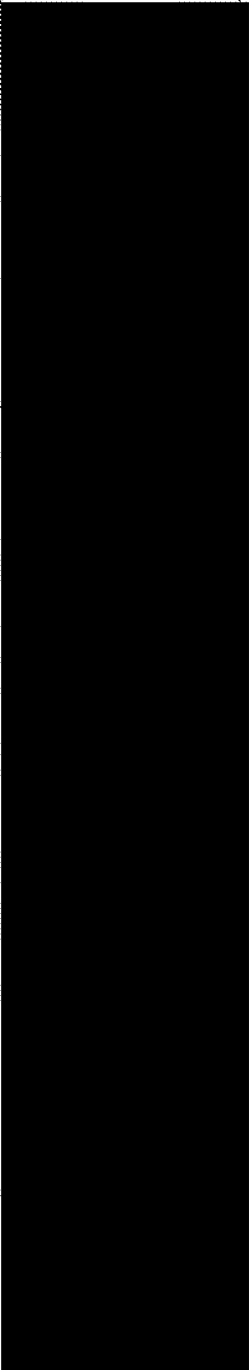
Provisions relating to the transfer of the Sports Pitch Land

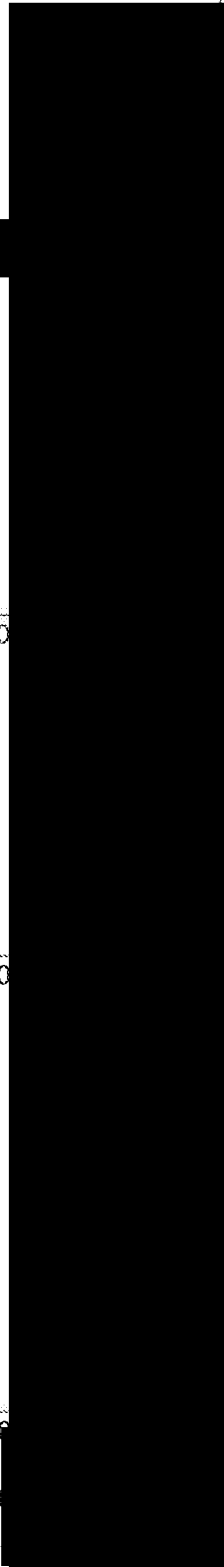
The transfer of the Sports Pitch Land shall:

- i. be a transfer of the entire freehold interest of the Sports Pitch Land
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. be free from any contamination which would materially affect its use and development
- vi. be subject to a covenant which prohibits the use of the Sports Pitch Land for any purpose other than for Sports Pitches subject to the right of the District Council to construct any buildings or other structures ancillary to such use
- vii. reserve in favour of the Owners any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Sports Pitch Land
- viii. reserve in favour of the Owners the right to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- ix. not require consideration in excess of one pound (£1)

APPENDIX 1

List of Arun District Council Preferred Registered Providers

Provider	Contact and email	Address	Tel. No
Clarion Housing Group	Liz Hills, Head of Development (New Projects) 	Upton House, 7 Perrymount Rd, Haywards Heath, West Sussex, RH16 3TN	
The Guinness Partnership	Claudette Rawlinson, New Business Manager 	33 East Street Havant Hampshire PO9 1AA	
The Hyde Group	John Martin 	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes	Damian Haley, Development Manager 	Davison House North Street	

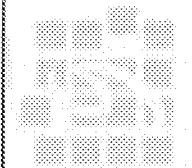
		Worthing West Sussex BN11 1ER	
Stonewater	Jacqueline Burton, Development Officer 	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY	
Saxon Weald	Mona Johansson, Programme Manager 	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	0
Hastoe Housing Association		Marina House 17 Marina Place Hampton Wick Kingston-Upon- Thames Surrey KT1 4BH	0
Aster Group	Edward Till, Development Manager		6

	Edward.till@aster.co.uk		
Arun District Council	Satnam Kaur, Group Head of Residential Services [REDACTED]	Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF	[REDACTED]

APPENDIX 2

S106 Plan



				Rev A		Date 25.03.20		SB		Commercial Land shown		Project		Drawn by SB		Issue date 16.01.2020													
Status		Revision notes		By		Title checked by SB		Title checked date 24.08.2017		Highways checked by SB		Highways checked date 12.09.2017		Topo checked by SB		Topo checked date 12.09.2017													
INFORMATION												LAND WEST OF ARUNDEL ROAD, ANGMERING, WEST SUSSEX																	
LOCATION PLAN - s.106 Agreement												Scale(s) 1:2500 @ A3		Drawing No 2019-004/501 rev.A															

Page 1 of 1

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

EXECUTED AS A DEED by affixing the common

Seal of **ARUN DISTRICT COUNCIL** in the presence of

.....
Authorised signatory

Name EDWARD CUBEN

Job title PROPERTY LAWYER

Seal Book Number 831 2020

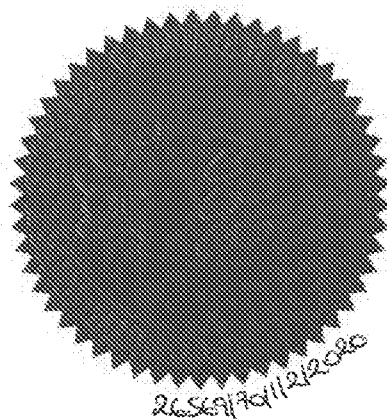
.....
~~Authorised Signatory~~

THE COMMON SEAL of WEST SUSSEX

COUNTY COUNCIL was hereunto affixed in

the presence of:

.....
Authorised Signatory



EXECUTED as a deed by

JOHN ROBERT AYRE

LANDOWNER SIGNATURE

In the presence of

WITNESS SIGNATURE

Witness name:

KEVIN BHAI

Witness address:

108 Saxon crossway

Winsford

Cheshire CW7 2HD

Occupation:

Courier

EXECUTED as a deed by

DAVID PAUL AYRE

LANDOWNER SIGNATURE

In the presence of

WITNESS SIGNATURE

Witness name:

KEVIN BHAI

Witness address:

108 Saxon crossway

Winsford

Cheshire CW7 2HD

Occupation:

Courier

EXECUTED as a deed by

ALEXANDRA ADRIENNE AYRE

LANDOWNER SIGNATURE

In the presence of

WITNESS SIGNATURE

Witness name:

..KEVIN BHAI.....

Witness address:

108 Saxon crossway

WINSFORD

cheshire CW72HD

Occupation:

Courier

EXECUTED as a deed by

SAMANTHA LOUISE AYRE

LANDOWNER SIGNATURE

In the presence of

WITNESS SIGNATURE

Witness name:

..KEVIN BHAI.....

Witness address:

108 Saxon crossway

WINSFORD

cheshire CW72HD

Occupation:

Courier

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
Acting by a director

.....
Director

in the presence of:

Witness name:

Witness address:

Occupation:

Name LYNETTE ANDERSON
Gladman Legal Department
Gladman House Alexandria Way
Congleton Cheshire CW12 1LB
SOLICITOR