

Our ref: RD/CJ/RHSC035.B  
Your ref:



Redrow Homes Ltd  
Legal Department  
Redrow House  
Coppo Walk  
Cardiff Gate Business Park  
Cardiff Gate  
Cardiff, CF23 8RH

18 July 2022

Linda Saunders  
Arun District Council  
Civic Centre  
Maltravers Road  
LITTLEHAMPTON BN17 5LF

19 JUL 2022

**SPECIAL DELIVERY**

Dear Linda

**Re: Unilateral Undertaking – Land on the south side of Roundstone by pass road, Ferring,  
Angmering**

Further to my e-mail on 14 July 2022, please find enclosed the original Undertaking.

Yours sincerely

**Rhian Davies**  
**Development Solicitor**

Email:

Enc

Dated

14 July

2022

HAM MANOR FARMS LIMITED

and

REDROW HOMES LIMITED

To

ARUN DISTRICT COUNCIL

And

WEST SUSSEX COUNTY COUNCIL

Planning obligation by Unilateral Undertaking under Section 106 of the Town and Country  
Planning Act 1990

relating to

Land on the south side of the Roundstone by Pass Road (A259),  
Ferring, Angmering, West Sussex

Ref: APP/C3810/W/22/3295115

THIS DEED OF UNILATERAL UNDERTAKING is made the 14th day of July 2022

BY:

- 1) **HAM MANOR FARMS LIMITED** (company number 614997) whose registered office is at Roundstone Farm, Ferring, West Sussex, BN12 6PW ("the Owner"); and
- 2) **REDROW HOMES LIMITED** (company registration number 01990710) whose registered office is at ("the Developer"); to
- 3) **ARUN DISTRICT COUNCIL** of Civic Centre, Maltravers Road, Littlehampton, BN17 5LF ("the District Council"); and
- 4) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")

## RECITALS

### A Definitions

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

### Interests in the Application Site

- B.1 The Owner is the freehold owner of the Application Site.
- B.2 The Owner and the Developer have entered into the Sale 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 Application Site and the Landscape Buffer is situated the local authority responsible for provision of Affordable Housing and the local authority responsible for leisure provision.
- 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 for the area in which the Application Site and the Landscape Buffer is situated.

### D Planning

- D.1 The Developer on 6 August 2021 submitted the Application to the District Council which was validated on 17 August 2021 and allocated reference number A/168/21/PL.
- D.2 On 16 November 2021 the Application was refused and the Developer appealed to the Planning Inspectorate against the refusal of the Application by the District Council. The appeal has been allocated reference number APP/C3810/W/22/3295115 ('Appeal')
- D.3 Subject to clause 3.13, the Owner and the Developer have given due consideration to the requirements of regulation 122 of the CIL Regulations 2010 and agree that the planning obligations contained in this Deed 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 Deed 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 Deed the following expressions shall unless the context otherwise require have the following meanings:

- 2.1.1 'the A27 Works' means a scheme of works to the A27 junctions in Arun to be identified by National Highways
- 2.1.2 'the A27 Works Agreement' means an agreement entered into prior to First Occupation made pursuant to the S278 of the Highways Act 1980 to secure payment of the A27 Works Contribution to National Highways prior to first occupation
- 2.1.3 'the A27 Works Contribution' means the sum of £44,384 (forty four thousand three hundred and eighty four pounds) Indexed Linked towards a scheme of highway mitigation measures on the A27 for junctions identified in the Enterprise Bognor Regis Transport Review 2017 as impacted by development in the Angmering area
- 2.1.4 'the Travel Plan Monitoring Fee' means the sum of £3,500 (three thousand five hundred pounds) to be payable to the County Council towards the cost of the County Council monitoring of the Travel Plan (Final)
- 2.1.5 'the Travel Plan (Final)' means the final travel plan for the Development to be submitted to and approved by the County Council pursuant to paragraph 2.19(b) of Schedule 4.
- 2.1.6 'the Travel Plan (Framework)' means the I-Transport Framework Travel Plan (ref: ITB16357/003B) dated 22 March 2022
- 2.1.7 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)
- 2.1.8 'the Application' means the planning application submitted by the Developer to the District Council for full planning permission for the Development and bearing reference number A/168/21/PL

- 2.1.9 'Application Site' means all that land on the south side of Littlehampton Road, Ferring, Angmering, West Sussex and shown for identification purposes only edged red on the Plan and comprising part of the land registered at the Land Registry under title number WSX57527
- 2.1.10 'Commencement' means the carrying out on the Application Site and/or the Landscape Buffer of a material operation (as defined in the 1990 Act section 56(4)) pursuant to the 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' 'Commenced' 'Commence Development' and 'Commencement of the Development' and shall be construed accordingly
- 2.1.10A 'the CIL Regulations' means Community Infrastructure Levy Regulations 2010
- 2.1.11 'the Development' means the development of the Application Site and the Landscape Buffer comprising residential development of 76 Dwellings with public open space together with ancillary roads and services as set out in the Application
- 2.1.12 'Dwelling(s)' means any housing unit to be erected on the Application Site pursuant to the Permission including for the avoidance of doubt any flats or apartments
- 2.1.13 'Expert' means an independent expert appointed in accordance with clause 10 to determine disputes in connection with this Deed
- 2.1.14 'Green Infrastructure Space' means
- (i) areas of land comprising general public open space to comprise of the LEAP the LAP and any ancillary informal open space to be provided on the Application Site; and
  - (ii) the Landscape Buffer (as shown on the attached Plan at Appendix 4 entitled 'Land Ownership and Buffer Plan');
- in accordance with the Permission and the Green Infrastructure Space Specification.
- 2.1.15 'Green Infrastructure Space Specification' means a specification and phasing programme for the delivery of the Green Infrastructure Space Works to be agreed in writing by the District Council in accordance with Schedule 3

- 2.1.16 'Green Infrastructure Space Works' means works for the creation of the Green Infrastructure Space to be undertaken by the Owner in accordance with Schedule 3 of this Deed
- 2.1.17 'Highway Works' means the works to be carried out on the existing adopted highway for the minor realignment of the A259 central reservation in order to maintain carriageway widths of 3.65 metres on the A259 adjacent to the proposed access to the Application Site and the retention of 1m hard strips
- 2.1.17A "Index" means the United Kingdom (UK) House Price Index as it applies to the local authority area and in the event that such index shall have changed the District Council shall select a reasonable alternative index
- 2.1.17B 'Index Linked' means increased in accordance with the following formula:
- Amount payable = the contribution x (A/B) where:
- A = the figure for the Index that applied immediately preceding the date of actual payment and
- B = the figure for the Index that applied when the Index was last published prior to the date of this Deed
- 2.1.18 'Interest' means interest at 4% above the base lending rate of the Bank of England from time to time
- 2.1.19 'Landscape Buffer' means the 10 metre wide landscaped buffer zone beyond the eastern boundary of the Application Site as shown hatched green on the plan attached at Appendix 4 entitled 'Land Ownership and Buffer Plan' and will consist of native understorey shrub planting and pine trees to provide screening and a landscape context for the Development.
- 2.1.20 'LAP' means an approximate 100 square metres 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
- 2.1.21 'LEAP' means an approximate 400 square metres 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

- 2.1.22 '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 3
- 2.1.23 '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 Dwellings or such other organisation as may be approved in writing by the District Council such approval not to be unreasonably withheld or delayed
- 2.1.24 'Monitoring Fee' means:
- a) a sum of £6,600.00 (six thousand six hundred pounds) payable to the District Council;
  - and
  - ~~£1,200.00~~ b) a sum of £1,200.00 <sup>one</sup> ~~two~~ thousand <sup>two</sup> ~~four~~ hundred pounds payable to the County 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 Deed.
- 2.1.25 'Occupation' means beneficial occupation of Dwellings 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
- 2.1.26 'Plan ' means the plan attached to this deed at Appendix 1 entitled 'Site Location Plan.'
- 2.1.27 '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
- 2.1.28 'the Sale Agreement' means an agreement dated 20 July 2021 in respect of the Application Site and the Landscape Buffer made between the Owner and the Developer
- 2.1.29 'Secretary of State' means the Secretary of State for Levelling Up, Housing and Communities from time to time or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Levelling Up, Housing and Communities by the 1990 Act and includes any successor in function and (where the context provides) any inspector appointed on his behalf to determine the Appeal
- 2.1.30 'Section 278 Agreement' means a highways agreement to be entered into with the County Council pursuant to (amongst other matters) section 278 of the Highways Act

1980 (and Section 111 of the Local Government Act 1972 in respect of the Highways Works

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

2.1.32 'Statutory Undertaker' means any public gas transported water or sewerage undertaker electricity supplier or public telecommunications operator.

2.1.33 '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 Deed 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 Deed.

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 Save where the context otherwise requires reference to any party shall include the successors in title of that party.

2.7 Reference in this Deed 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 Deed is executed by the Owner and the Developer 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 Owner and its successors in title to each and every part of the Application Site.

- 3.3 This Deed shall be enforceable by the District Council as to covenants in its favour and set out in Schedules 1, 2 and 3 and by the County Council as to covenants in its favour and set out in Schedule 4.
- 3.4 The Owner shall upon parting with the fee simple in any part of the Application Site and/or the Landscape Buffer be released from all obligations rights and duties under the terms of this Deed in so far as they relate to such part of the Application Site and/or the Landscape Buffer (save in respect of liability for any antecedent breach of this Deed) and shall upon parting with the entirety of any part of their interest in the Application Site and/or the Landscape Buffer be released from all liability whatsoever under the terms of this Deed in respect of the Application Site and/or the Landscape Buffer disposed of save insofar as it relates to an antecedent breach of this Deed.
- 3.5 This Deed other than clause 3, 4.2 (legal costs) and 9.1 (notice) shall not take effect until the following conditions precedent have been satisfied:
- 3.5.1 the Appeal being allowed and the Permission being granted; and
- 3.5.2 the Commencement of the Development.
- 3.6 Nothing in this Deed shall be construed as prohibiting limiting or affecting any right to develop any part of the Application Site and/or the Landscape Buffer 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 Deed 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 Deed.
- 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 diminishes 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 Deed 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 Deed is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Deed and their respective successors in title.

- 3.10 Nothing in this Deed shall be construed as imposing any obligation on any Statutory Undertaker who acquires an interest in the Application Site and/or the Landscape Buffer for the purpose of undertaking their statutory functions.
- 3.11 This Deed 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 Deed shall be enforceable against:-
- (i) Individual purchasers or lessees of any Dwelling and their successors in title; or
  - (ii) Any chargee or mortgagee acquiring an interest in the Application Site and/or the Landscape Buffer after the date of this Deed unless said chargee or mortgagee becomes a chargee or mortgagee in possession of the Application Site.
- 3.13 In the event that the Application fails to be determined by the Secretary of State (as to the whole or any part of this Agreement, as appropriate) the obligations hereunder are conditional upon the Secretary of State or the Inspector appointed not stating in his report that the provisions are irrelevant or not required in order to grant Planning Permission or are not compliant with the CIL Regulations (and any provision in this Agreement that the Inspector determines does not meet the policy tests set out in the CIL Regulations shall from the date of such determination not be enforced).

#### **4 The Owner's Covenants**

- 4.1 The Owner covenants with the District Council to comply with the requirements set out in Schedules 1, 2 and 3 to this Deed.
- 4.2 The Developer covenants with the District Council to pay on completion of this Deed the District Council's reasonable legal costs incurred in connection with the preparation and completion of this Deed in the sum of £2500.00.
- 4.3 The Owner covenants with the County Council to comply with the requirements set out in Schedule 4 to this Deed.
- 4.4 The Developer confirms and agrees that the Application Site and/or the Landscape Buffer shall be bound by the terms of this Deed but the Developer shall not be liable under the Deed unless and until it becomes an Owner of the Application Site and/or the Landscape Buffer or any part thereof in which case it too will be bound as a successor in title.

#### **6 Land Charge**

- 6.1 This Deed is a local land charge and may be registered as such by the District Council.

## **8 Interest**

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

## **8. Notice and Service Provisions**

- 8.1 Prior to Commencement the Owner 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,
- 8.2 Prior to Occupation of the first Dwelling the Owner 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 Dwelling.
- 8.3 Prior to Occupation of 25% and 90% of the Dwellings in the Development the Owner 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 25% and 90% of the Dwellings in the Development.
- 8.4 Any notice or other written communication to be served upon or given by one party to any other under the terms of this Deed 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.
- 8.5 The address for any notice or other written communication shall only be within the United Kingdom and is:
- 9.5.1. for the Owner as specified above and marked for their attention;
  - 9.5.2 for the Developer 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 District 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. Jurisdiction**

- 10.1 This Deed shall be governed by the laws of England.

- 10.2 The courts of England shall have exclusive jurisdiction to determine all disputes in connection with this Deed which are not resolved to the satisfaction of the parties by the Expert under clause 10.

#### **11. Indexation**

All financial contributions payable to the District Council and/or the County Council under this Deed shall be Index Linked from the date of this Deed to the date of payment.

#### **12. Declarations**

- 12.1 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 Deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission UNLESS the Owner 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 Deed 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 Deed shall in any way fetter the District Council's discretion in relation to the section 73 application or the determination thereof.
- 12.2 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.

**SCHEDULE 1**  
**Affordable Housing**  
**Part 1**

In this Part 1 of this Schedule the following words and expressions below shall mean as follows:-

**"Affordable Housing"** means housing comprising the Affordable Rented Housing, First Homes and Shared Ownership Housing which is available to persons who have Local Housing Need;

**"Affordable Housing Mix"** means subject to and in accordance with this Schedule 1, the number size tenure and mix identified in the table at Appendix 3 to this Deed subject to any such variation to this mix being approved by the District Council in writing;

**"Affordable Housing Units"** means the twenty three (23) Dwellings to be provided as Affordable Housing pursuant to the Permission and constructed on the Application Site in accordance with the Affordable Housing Mix as shown on the Affordable Housing Plan;

**"Affordable Housing Plan"** means the plan attached to this Deed at Appendix 2 entitled 'Tenure Plan' and for the avoidance of doubt the Affordable Housing Plan shall include any subsequent variations to the Affordable Housing Plan subject to any such variation being approved by the District Council in writing;

**"Affordable Housing Provider"** means a registered provider of social housing within the meaning of Section 80(2) of Part 2 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the Homes England and as approved by the District Council or other competent authority pursuant to the Housing and Regeneration Act 2008 (including for the avoidance of doubt the District Council) or any other body who may lawfully provide or fund Affordable Housing from time to time and as approved by the District Council;

**"Affordable Rented Housing"** means affordable housing to be made available by the Affordable Housing Provider to households whose needs are not adequately served by the commercial housing market at rents of up to 80% of the local market rent (including service charges where applicable) and "Affordable Rented Housing Units" and "Affordable Rent" shall be construed accordingly;

**"Affordable Rented Housing Units"** means sixteen (16) units to be made available for Affordable Rented Housing on the Application Site in accordance with the Affordable Housing Mix comprising plot numbers 16 to 20 and 22 to 32 (inclusive) and shown coloured blue on the Affordable Housing Plan;

**"Completed"** means constructed and fitted out ready for Occupation and **Complete** shall be construed accordingly;

**"Disposal"** means sale, transfer, option, gift exchange, declaration of trust, assignment, lease and including a contract for any such disposal and "Disposals" "Dispose" and "Disposed of" shall be construed accordingly;

**"First Homes"** has the meaning as defined in Part 2 of this Schedule;

**"First Homes Units"** means the five (5) units to be made available for on the Application Site in accordance with the Affordable Housing Mix comprising plot numbers 61 to 63 (inclusive) and plots 65 and 66 and shown coloured mauve on the Affordable Housing Plan;

**"Household"** means any person or persons living together as a single household;

**"Local Housing Need"** means (i) Households who are in need of residential accommodation suitable for their needs as their sole or principal home otherwise unable to obtain such suitable accommodation within the administrative area of the District Council by reason of a lack of financial resources and whom it is reasonable to live in the locality or persons for the time being registered on the District Council's maintained housing register and/or other housing register maintained for the purpose of identifying Local Housing Need in accordance with the policy of the District Council and (ii) in the event that there shall be no such persons ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a Registered Provider or the District Council to be in genuine and urgent housing need;

**"Market Dwelling"** means a Dwelling that is not Affordable Housing Unit and "Market Dwellings" shall be construed accordingly;

**"Shared Ownership Housing"** a form of tenure granted by Shared Ownership Housing Lease by the Affordable Housing Provider whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Unit at a minimum of 10% and a maximum of 75% initially and pay an annual rent of up to 2.75% on the retained equity, on terms which allow the lessee to acquire the remaining equity and "Shared Ownership Housing Units" and "Shared Ownership Lease" shall be interpreted accordingly;

**"Shared Ownership Housing Lease"** means a shared ownership lease for a term of years of at least 990 years in the form regulated by Homes England from time to time and which shall accord with the

requirement and be consistent with any model shared ownership lease from time to time established by Homes England;

**"Shared Ownership Housing Units"** means two (2) dwellings to be shared ownership housing units to be made available for Shared Ownership Housing on the Application Site in accordance with the Affordable Housing Mix comprising plot numbers 21 and 64 and shown coloured pink on the Affordable Housing Plan;

**"Staircasing"** means the purchase by the Owner of additional equity in a Shared Ownership Unit;

**"Transfer"** means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the District Council and "Transferred" shall be construed accordingly.

#### **1. Affordable Housing provisions**

The Developer covenants with the District Council as follows:

- 1.1 To provide twenty three (23) Dwellings as Affordable Housing Units in accordance with the Affordable Housing Mix.
- 1.2 Subject to paragraph 3 of Part 1 of this Schedule, the Affordable Rented Housing Units and the Shared Ownership Housing Units shall not be used or Occupied or Disposed of other than as Affordable Housing and in accordance with the Affordable Housing Mix and the requirements of this Schedule.
- 1.3 Not to Occupy or cause or permit Occupation of more than 25% of the Market Dwellings prior to entering into a contract or contracts for the Transfer of the Affordable Rented Housing Units and the Shared Ownership Housing Units to an Affordable Housing Provider (provided that this clause shall not apply where the Developer is an Affordable Housing Provider).
- 1.4 Not to Occupy or cause or permit Occupation of more than 90% of the Market Dwellings until all of the Affordable Housing Units are Complete and ready for Occupation.

#### **1.5 Terms of Affordable Housing transfer**

- 1.5.1 The Developer covenants that where any Affordable Rented Housing Units and the Shared Ownership Housing Units are Transferred to an Affordable Housing Provider, it shall:

- (a) be with vacant possession;
- (b) include rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- (c) (in the case of the Affordable Rented Housing Units and the Shared Ownership Housing Units only) include a provision requiring the Affordable Housing Provider to enter into a Nominations Agreement substantially in the form set out in Schedule 1 Part 3 to this Deed.

1.6 The provisions of Part 2 of this Schedule shall apply to the First Homes Units only

## 2 **Nomination Rights**

The Affordable Housing Provider shall in the case of the Affordable Rented Housing Units and the Shared Ownership Housing Units only enter into a Nominations Agreement substantially in the form of the draft appended to Schedule 1 Part 2 to this Deed.

## 3 **Disposal of the Affordable Rented Housing Units and the Shared Ownership Housing Units**

The provisions of this Schedule shall:

3.1 not to binding on a mortgagee or charge (or any receiver) including an administrative receiver) appointed by such mortgagee or charge or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Rented Housing Units and the Shared Ownership Housing Units or any persons or bodies deriving title through such mortgagee or charge or Receiver PROVIDED THAT:

- (a) such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the relevant Affordable Rented Housing Units and the Shared Ownership Housing Units and shall have used reasonable endeavours

over a period of three months from the date of the written notice to complete a disposal of the Affordable Rented Housing Units and the Shared Ownership Housing Units to another registered provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- (b) if such disposal has not completed within the three month period, the mortgagee, charge or Receiver shall be entitled to dispose of the Affordable Rented Housing Units and the Shared Ownership Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely

3.2 Cease to apply to any Affordable Rented Housing Units and any Shared Ownership Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable.

3.3 Cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of such Shared Ownership Housing Lease.

**SCHEDULE 1  
Part 2**

**First Homes**

**INTERPRETATION**

In this Part 2 of this Schedule the following words and expressions below shall mean as follows:-

**"Additional First Homes Contribution"** means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 1.8, 1.9 or 3 of this Schedule, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.

**"Armed Services Member"** means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service

**"Compliance Certificate"** means the certificate to be issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 1.2 applies the Eligibility Criteria (Local)

**"Discount Market Price"** means a sum which is the Market Value discounted by at least 30%

**"Disposal"** means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or sub-letting in accordance with paragraph 2
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner

- (c) an Exempt Disposal

and "Disposed" and "Disposing" shall be construed accordingly

**"Eligibility Criteria (National)"** means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

**"Eligibility Criteria (Local)"** means criteria (if any) published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) any or all of criteria (i) (ii) and (iii) below are met:
  - (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or
  - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or
  - (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

**"Exempt Disposal"** means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 3 shall apply to such sale)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 2

**"First Home"** means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

**"First Homes Owner"** means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Developer; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 2

**"First Time Buyer"** means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

**"Income Cap (Local)"** means such local income cap (if any) as may be published from time to time by the District Council and is in force at the time of the relevant disposal of the First Home

**"Income Cap (National)"** means:

- (a) in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London), ninety thousand pounds (£90,000); and
- (b) in the case of any other First Home, eighty thousand pounds (£80,000)

or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home

**"Key Worker"** such categories of employment as may be published by the District Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal.

**"Local Connection Criteria"** means either (a) or (b) below:

- (a) criteria which are met by a person who satisfies one or more of (i) and (ii) below:
  - (i) is ordinarily resident within the administrative area of the District Council and has been for a continuous period of not less than 6 consecutive months prior to exchange of contracts for the relevant First Home; and/or

- (ii) who has a close family association by reason of a parent or child who is ordinarily resident within the administrative area of the District Council
- (b) such other local connection criteria as may be published by the District Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal.

**"Market Value"** means the open market value as assessed by a Valuer of Dwelling as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation

**"Mortgagee"** means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home

**"Practical Completion"** means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied

**"Price Cap"** means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

**"SDLT"** means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

**"Valuer"** means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

## **DELIVERY MECHANISM OF THE FIRST HOMES**

1.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

1.1.1 the Eligibility Criteria (National); and

- 1.1.2 the Eligibility Criteria (Local) (if any).
- 1.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 1.1.2 shall cease to apply.
- 1.3 Subject to paragraphs 1.6 to 1.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee
- 1.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
  - 1.4.1 The District Council has been provided with evidence that:
    - 1.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 1.2 applies meets the Eligibility Criteria (Local) (if any)
    - 1.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and
    - 1.4.1.3 the transfer of the First Home includes:
      - a) a definition of the "Council" which shall be Arun District Council
      - b) a definition of "First Homes Provisions" in the following terms:  
"means the provisions set out in paragraphs 1.1 to 3 of Part 2 of Schedule of to the  
Section 106 Agreement a copy of which is attached hereto as the Annexure.
      - c) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions
      - d) a copy of the First Homes Provisions in an Annexure
  - 1.4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 1.3 and 1.4.1 have been met
- 1.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Arun District Council of [Civic Centre, Maltravers Road, Littlehampton, BN17 5LF] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"*

- 1.6 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:
- 1.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 1.1 and 1.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 1.3 and 1.4.1; or
  - 1.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 1.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship
- 1.7 Upon receipt of an application served in accordance with paragraph 1.6 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price
- 1.8 If the District Council is satisfied that either of the grounds in paragraph 1.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 1.6 that the relevant Dwelling may be Disposed of:
- 1.8.1 to the District Council at the Discount Market Price; or
  - 1.8.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home
- and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 1.10 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is Disposed of other than as a First Home
- 1.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 1.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 1.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the District Council in accordance with paragraph 1.6 following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home
- 1.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 1.8 or 1.9 above the Owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

- 1.11 Upon receipt of the Additional First Homes Contribution the District Council shall be requested to:
- 1.11.1 within 10 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 1.5 where such restriction has previously been registered against the relevant title
  - 1.11.2 apply all monies received towards the provision of Affordable Housing
- 1.12 Any person who purchases a First Home free of the restrictions in Part 2 of this Schedule of this Deed pursuant to the provisions in paragraphs 1.9 and 1.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

## **2. USE OF FIRST HOMES**

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 2.1 – 2.4 below.

- 2.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 2.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
  - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
  - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
  - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
  - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
  - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

- 2.3 A letting or sub-letting permitted pursuant to paragraph 2.1 or 2.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 2.4 Nothing in this paragraph 2 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

### **3. MORTGAGEE EXCLUSION (FIRST HOMES)**

The obligations in paragraphs 1-2 of this Part of this Schedule in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

- 3.1 such Mortgagee or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and
- 3.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the District Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3
- 3.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution.
- 3.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:
- 3.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 1.5; and
- 3.4.2 apply all such monies received towards the provision of Affordable Housing

**SCHEDULE 1**  
**Part 3**

**Nomination Agreement Template**

APPENDIX D  
DRAFT NOMINATIONS AGREEMENT

DATED 20{ }

(1) { }{ }

AND

(2) ARUN DISTRICT COUNCIL

AGREEMENT OF NOMINATION

relating to  
rented units at

## CONTENTS

|                                                        | Page No. |
|--------------------------------------------------------|----------|
| 1 DEFINITIONS .....                                    | 2        |
| 2 ENABLING PROVISIONS .....                            | 3        |
| 3 PROCEDURE .....                                      | 3        |
| 4 NOTICES .....                                        | 5        |
| 5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS ..... | 6        |
| 6 MORTGAGEES IN POSSESSION .....                       | 6        |
| 7 DISPUTES .....                                       | 6        |
| 8 COSTS .....                                          | 6        |
| 9 AGREEMENTS AND DECLARATIONS .....                    | 6        |

THIS AGREEMENT OF NOMINATION RIGHTS is made on 20( )

BETWEEN

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

## 1. DEFINITIONS

In this Agreement :

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

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

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

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

"Rented Units" 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~~ three 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.

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- 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 ~~10.5~~ 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;

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- 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- 3.14.4 a person accepting an offer of a tenancy from the RSL;
- 3.14.5 the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.
- 3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The RSL shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.
- 3.19 On 1 April, 1 July, 1 October and 1 January in each year the RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.
- 3.20 The RSL shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the reasonable opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.
- 3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.
- 3.23 The Council and the RSL agree that the nomination rights contained in this Agreement may be varied from time to time but only by agreement in writing by the parties.

**4 NOTICES**

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

**5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS**

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

**6 MORTGAGEES IN POSSESSION**

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

**7 DISPUTES**

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

**8 COSTS**

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

**9 AGREEMENTS AND DECLARATIONS**

The parties agree:

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

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

**SCHEDULE 2**  
**Monitoring Fee**

The Owner covenants with the District Council as follows:

1. Prior to the Commencement of the Development the Owner shall pay the Monitoring Fee to the District Council and the County Council, as appropriate.
2. Not to cause or permit the Development to be Commenced until the Monitoring Fee has been paid to the District Council.

### **SCHEDULE 3**

#### **Green Infrastructure Space**

##### **1. Green Infrastructure Space**

The Owner covenants 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 Owner 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 1.1 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 Owner shall not be required to obtain approval twice.
- 1.4 The Owner shall:
  - 1.4.1 lay out the Green Infrastructure Space prior to the first Occupation of 90% of the Dwellings in accordance with the Green Infrastructure Space Specification 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 and Green Infrastructure Space Specification approved in accordance with this Schedule shall be deemed to be incorporated within this Deed and enforceable by the District Council as part of this Deed.
- 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 5.

## **SCHEDULE 4**

### **County Council and District Council Obligations**

#### **1. Highway Works**

- 1.1 The Owner covenants with the County Council to enter into the Section 278 Agreement and to carry out the Highway Works in accordance with the requirements of the Section 278 Agreement no later than the Occupation of the first Dwelling in the Development
- 1.2 The Owner covenants with the District Council that the A27 Works Agreement to be entered into by the Owner will contain a requirement for the payment by the Owner of the A27 Works Contribution
- 1.3 The Owner covenants with the District Council not to occupy or permit Occupation of the first Dwelling in the Development until the earlier of:
  - a) the A27 Works Agreement has been entered into with Highways England; or
  - b) where, despite the Owner using reasonable endeavours for a period of at least 6 (six) months it has not been possible to enter into the A27 Works Agreement with Highways England, the Owner has paid to the District Council the A27 Works Contribution for onward payment to Highways England to use towards the A27 Works.

#### **2. Travel Plan**

- 2.1 The Owner covenants with the County Council:
  - a) not to Occupy or permit Occupation of the first Dwelling in the Development until the Owner has paid the Travel Plan Monitoring Fee to the County Council; and
  - b) prior to Occupation of the first Dwelling in the Development to submit a Travel Plan (Final) based on the Travel Plan (Framework) for approval in writing by the County Council and thereafter to implement said Travel Plan (Final) as approved.

## SCHEDULE 5

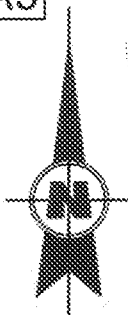
### Provisions relating to the transfer of the Green Infrastructure Space

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 save as shown on the title register at the time of the transfer
- 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 Owner 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 Owner 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 Dwellings which adjoin the Green Infrastructure Space
- xi. not require consideration in excess of one pound (£1.00)
- 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



A3



A280

OLD WORTHING RD

[illegible]

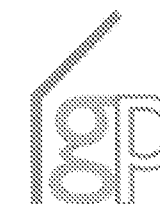
KEY NOTES:

 Site Boundary  
3.22 Hectares  
7.96 Acres

 Additional land controlled by landowner

Position of Boundaries to  
be confirmed by Client.

| Rev. | Description | Initials | Date |
|------|-------------|----------|------|
|------|-------------|----------|------|



Geoff Perry  
Associates Limited

The Strawberry,  
28 Edinger Road,  
Sindridge,  
Walsall,  
WS9 8JH

[illegible]

Client:  
REDROW HOMES  
SOUTHERN COUNTIES LTD

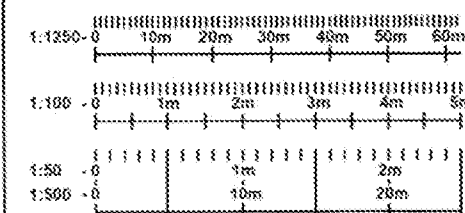
Project: LAND SOUTH OF A259, ANGMERING,  
REVISED APPLICATION

Title:  
SITE LOCATION PLAN

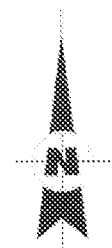
Date: 16/02/2022      Scale: 1:1250 @ A3  
Drawn by: NGS      Checked by: -

|         |         |      |
|---------|---------|------|
| Job No. | Drg No. | Rev. |
| A 1004  | 02      | A    |

Scale Check :







### Legend

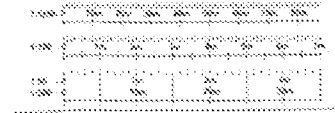
- Affordable Rent (16 Units)
- Shared Ownership (2 Units)
- First Homes (5 Units)



#### Revisions

1. Issue 1: Initial design and planning.
2. Issue 2: Revised design and planning.
3. Issue 3: Final design and planning.

#### Scale Check



Client: REDROW HOMES SOUTHERN COUNTIES

Project: LAND SOUTH OF THE A269 ANGMERING  
APPEAL SCHEME

Title: TENURE PLAN

Date: 31/01/2022 Scale: 1:500 @ A1

Drawn by: EKH/NGB Checked by: +

Job No. A 1004 Dwg No. 005 Rev. C

**Geoff Perry Associates Limited**

The Shedders, 20 George Road,  
Aldridge, Walsley, WOL 8JH

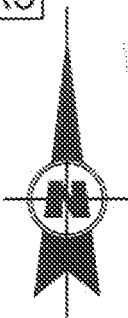
Tel: 01927 541 750

Appendix 3 –Affordable Housing Mix

| Affordable Schedule |           |                  |             |       |
|---------------------|-----------|------------------|-------------|-------|
| Plot Number         | Type      | Tenure           | Beds        | Sq M. |
| Plot 16             | Tavy      | Affordable Rent  | 2 Bed House | 80.36 |
| Plot 17             | Tavy      | Affordable Rent  | 2 Bed House | 80.36 |
| Plot 18             | Tavy      | Affordable Rent  | 2 Bed House | 80.36 |
| Plot 19             | Tavy      | Affordable Rent  | 2 Bed House | 80.36 |
| Plot 20             | Dart      | Affordable Rent  | 3 Bed House | 94.01 |
| Plot 21             | Dart      | Shared Ownership | 3 Bed House | 94.01 |
| Plot 22             | Leadon GF | Affordable Rent  | 1 Bed Flat  | 47.00 |
| Plot 23             | Leadon FF | Affordable Rent  | 1 Bed Flat  | 59.55 |
| Plot 24             | Tavy      | Affordable Rent  | 2 Bed House | 80.36 |
| Plot 25             | Tavy      | Affordable Rent  | 2 Bed House | 80.36 |
| Plot 26             | Leadon GF | Affordable Rent  | 1 Bed Flat  | 47.00 |
| Plot 27             | Leadon FF | Affordable Rent  | 1 Bed Flat  | 59.55 |
| Plot 28             | Dart      | Affordable Rent  | 3 Bed House | 94.01 |
| Plot 29             | Dart      | Affordable Rent  | 3 Bed House | 94.01 |
| Plot 30             | Dart      | Affordable Rent  | 3 Bed House | 94.01 |
| Plot 31             | Dart      | Affordable Rent  | 3 Bed House | 94.01 |
| Plot 32             | Dart      | Affordable Rent  | 3 Bed House | 94.01 |
| Plot 61             | Leadon    | First Home       | 1 Bed Flat  | 47.00 |
| Plot 62             | Leadon    | First Home       | 1 Bed Flat  | 59.55 |
| Plot 63             | Tavy      | First Home       | 2 Bed House | 80.36 |
| Plot 64             | Tavy      | Shared Ownership | 2 Bed House | 80.36 |
| Plot 65             | Leadon    | First Home       | 1 Bed Flat  | 47.00 |
| Plot 66             | Leadon    | First Home       | 1 Bed Flat  | 59.55 |

Appendix 4 – Landscape Buffer Plan

A3



A280

OLD WORTHING RD

[illegible]

KEY NOTES:



Site Boundary  
3.22 Hectares  
7.96 Acres

 Additional land controlled by landowner

 Location of 10m landscaping buffer

Position of Boundaries to  
be confirmed by Redrow.

| Rev: | Description: | Initials: | Date: |
|------|--------------|-----------|-------|
|------|--------------|-----------|-------|



Geoff Perry  
Associates Limited

The Strathern,  
28 Exington Road,  
Aldridge,  
Walsall,  
West Midlands.

1. 2002 244 500

Client:  
REDROW HOMES  
SOUTHERN COUNTIES LTD

Project:  
LAND SOUTH OF A259, ANGMERING,  
REVISED APPLICATION

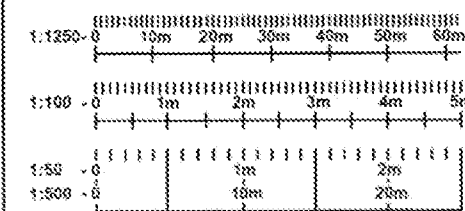
Title:  
LAND OWNERSHIP AND  
BUFFER PLAN

Date: 17/06/2022 Scale: 1:1250 @ 43

Drawn by: NGS      Checked by: ..

|         |         |      |
|---------|---------|------|
| Job No. | Org No. | Rev. |
| A 1004  | 36      | A    |

Scale Check :



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 HAM  
MANOR FARMS LIMITED  
acting by two Directors or  
a Director and its Secretary/

Director

Director/Secretary

EXECUTED as a DEED by

as attorney for  
REDROW HOMES LIMITED  
in the presence of:

Signature of witness  
Name (in BLOCK CAPITALS) TOM DAVIES  
Address



EXECUTED as a DEED by

as attorney for  
REDROW HOMES LIMITED  
in the presence of:

Signature of witness  
Name (in BLOCK CAPITALS) JAMES DAVIES  
Address

