

DATED 18 October

2018

ARUN DISTRICT COUNCIL (1)

ANGMERING COMMUNITY (2)
LAND TRUST

PLANNING OBLIGATION
UNDER SECTION 106 OF THE
TOWN AND COUNTRY
PLANNING ACT 1990 IN
RESPECT OF LAND EAST OF
WINDY RIDGE MAYFLOWER
WAY, ANGMERING, NR
LITTLEHAMPTON, BN16 4AY
PLANNING REFERENCE
A/219/17/PL

ARUN DISTRICT COUNCIL
CIVIC CENTRE
MALTRAVERS ROAD
LITTLEHAMPTON
BN17 5LF
REF: CMS/6845/JC

Dated this 18 day of October 2018

PARTIES:

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LR, ("the Council")
- (2) **ANGMERING COMMUNITY LAND TRUST** of c/o Angmering Community Centre, Foxwood Avenue, Angmering, BN16 4FU ("the Owner")

BACKGROUND:

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and is the authority by whom the planning obligations in this Agreement shall be enforced.
- (B) The Owner is the freehold owner of the Property, free from encumbrances.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development
- (D) The Council considers and the Owner accepts having regard to the provisions of the Local Plan and to all other material considerations that the Development should not take place without the Owner entering into the obligations contained in this Deed.

AGREED TERMS:

1. INTERPRETATION:

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

- "Act"** means the Town and Country Planning Act 1990 (as amended)
- "Affordable Housing"** means housing within the meaning of Annex 2 of the National Planning Policy Framework or any other statement or circular which may supersede it.
- "Affordable Housing Provider"** Means:
a. a Registered Provider approved by the Council not to be unreasonably delayed or withheld; or
b. a Locally Approved Affordable Housing

Provider;

"Affordable Housing Units"

means the 12 housing units on the Property constructed to provide Local Needs Affordable Housing.

"Chargee"

means a chargee or receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner or any person or body deriving title through or from them.

"Commencement Date"

means the date of Commencement of Development

"Commencement of Development"

means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act but disregarding for the purposes of this deed and for no other purpose, the following operations:
a demolition works;
b site clearance;
c ground investigations;
d site survey works;
e remedial works in respect of any contamination or other adverse ground conditions;
f temporary access construction works;
g the display of site notices and advertisements;
h archaeological investigations;
i erection of any fences and hoardings around the Property
and the expressions **"Commence"**, and **"Commenced"** shall be construed accordingly

"Development"

means the development of the Property authorised by the Planning Permission.

"Homes England"

means the organization empowered to regulate Registered Provider's under the Housing and Regeneration Act 2008 and shall include any successor body in substitution for Homes England.

"Local Allocations Policy"

means the local allocations policy annexed to this agreement or such varied or replacement document as agreed to in writing by the Council and the Locally Approved Affordable

	Housing Provider acting reasonably.
"Local Connection"	means local connection as defined in the Local Allocation Policy.
"Locally Approved Affordable Housing Provider"	means - The Owner; or - a provider of affordable housing approved by the Council for the purpose of developing, owning, maintaining and managing Local Needs Affordable Housing approved by the Council not to be unreasonably delayed or withheld.
"Local Needs Affordable Housing"	means Affordable Housing let in accordance with the Local Allocations Policy to persons in need of Affordable Housing who have a Local Connection (save as otherwise provided in the Local Allocations Policy) for rent which is no greater than the Social Rent;
"Moratorium Period"	means in relation to any proposed sale of any or all of the Affordable Housing Units by a Chargee, the moratorium period created by sections 145 and 146 of the Housing and Regeneration Act 2008.
"Occupy"	means to occupy any part of the Development but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and Occupy Occupier and Occupied shall be construed accordingly.
"Open Market Value"	means the price which 100% of the freehold interest in the dwelling would fetch if disposed of on the open market by a willing vendor and disregarding the obligations contained in this Deed which price is to be determined by the Valuer.
"Perpetuity"	means 125 years from the date of this agreement.
"Plan"	means the plan attached to this agreement.
"Planning Application"	the application for FULL planning permission registered by the Council on 19 January 2018 under reference number A/219/17/PL.

"Planning Permission"	the planning permission to be granted by the Council in respect of the Planning Application in substantially the draft form annexed to this Agreement as Annex 3.
"Property"	the land at Mayflower Way, Angmering, Littlehampton shown edged red on the Plan being part of the land registered at HM Land Registry with absolute title under title number WSX318768
"Reasonable Endeavours"	means that it is agreed by the parties hereto that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect: and in the case of the Owner, of a competent landowner in the context of the Development; and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions.
"Registered Provider"	means a provider of affordable housing registered with Homes England (or any successor agency having similar functions) or a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous statutory provision) and approved by the Council such approval not to be unreasonably withheld or delayed.
"Right to Acquire"	means a tenant's right to acquire the Affordable Housing Unit pursuant to the following statutes: 2008 Housing and Regeneration Act sections 180-185 (as amended by section 165 of the Localism Act 2011) and sections 304 to 310

- b. 2004 Housing Act sections 180 to 189 and 192 to 193
- c. 1996 Housing Act sections 16 and 17, and 20, 21, 24, 25 and 26
- d. 1985 Housing Act Part V
- e. The Housing (Right to Acquire) Regulations 1997 (Statutory Instrument No. 619)
- f. The Housing (Right to Acquire) (Discount) (Amended) Order 2002 - SI 1091
- g. The Housing (Right to Acquire or Enfranchisement) (Designated Rural Areas) Orders 1997 Nos. 620-625
- h. The Housing (Right to Acquire or Enfranchise) (Designated Rural Areas) Order 1999. (No 1307)

“Social Rent”

means a rent to be set by the Locally Approved Affordable Housing Provider using Reasonable Endeavours where commercially viable to set the rent so that it is in line with target rents for local tenants of social housing with particular reference to the Guidance on Rents for Social Housing (2014) or any other statement or circular which may supersede it and for the avoidance of doubt commercial viability shall but without prejudice to the generality of the foregoing take into account the constructions costs of the development, the cost of funding and the ongoing costs of maintaining and managing the Affordable Housing Units.

“Valuer”

means an independent surveyor having at least 10 years experience in the valuation of affordable/social housing within the Arun district and will be appointed by the President for the time of the Royal Institute of Chartered Surveyors or his deputy

“Working Day”

Means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes fax but not e-mail.
- 1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of

the Act, and any other enabling powers.

- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the Act.

3 AFFORDABLE HOUSING

- 3.1 The Owner covenants with the Council as set out in the Schedule.

- 3.2 The parties will use Reasonable Endeavours to enter into to the Local Allocations Policy prior to the Development being Occupied provided that in the absence of the Council having so duly executed its part and been ready, willing and able to complete the same, if the Owner has duly executed the Local Allocations Policy and delivered the same to the Council, the Owner shall be deemed to have complied with this obligation

4 RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5 DETERMINATION OF DEED

The obligations in this deed shall cease to have effect if before the Commencement of Development, the Planning Permission:

- 5.1 expires;
- 5.2 is varied or revoked other than at the request of the Owner; or
- 5.3 is quashed following a successful legal challenge.

6 LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7 REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

8 CANCELLATION OF ENTRIES

- 8.1 On the written request of the Owner at any time after each or all of the

obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

- 8.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 5 the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

9 DISPUTES

Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 9.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
- 9.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 9.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no the seat of the arbitration shall be London.

10 NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

11 FUTURE PERMISSIONS

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission

12 AGREEMENTS AND DECLARATIONS

The parties agree that:

- 12.1 nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- 12.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

13 NOTICES

13.1 Any notice or other communication to be given under this deed must be in writing and must be:

13.1.1 delivered by hand; or

13.1.2 sent by pre-paid first-class post or other next working day delivery service.

13.1.3 Any notice to be given under this deed must be sent to the relevant party as follows:

13.1.3.1 to the Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF marked for the attention of the Group Head of Planning;

13.1.3.2 to the Owner c/o Angmering Community Centre, Foxwood Avenue, Angmering BN16 4FU, marked for the attention of the Secretary

or as otherwise specified by the relevant party by notice in writing to each other party.

13.2 Any notice or other communication given in accordance with 13.2.1 and 13.2.2 will be deemed to have been received:

13.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

13.3 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

13.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14 THIRD PART RIGHTS

14.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed, except that the application of that Act shall not prevent all or any of the future successors in title or to the statutory functions of any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed.

14.2 No Chargee shall be liable for the covenants in this Deed unless and until such Chargee becomes a mortgagee in possession in which case it shall become liable as if it were a person deriving title from the Owner.

15 LAW

This deed is governed by the law of England

SCHEDULE

1 AFFORDABLE HOUSING PROVISION

1.1 The provisions of:

- 1.1.1 paragraph 1.2 shall not bind a Chargee who has complied with paragraph 1.4 to 1.6 (inclusive) and the Council (either itself or by or its nominated Affordable Housing Provider) has exercised its right to purchase the Property.
- 1.1.2 paragraphs 1.2 and 1.3 shall not bind a Chargee who has complied with paragraph 1.4 to 1.6 (inclusive) but the Council (either itself or by or its nominated Affordable Housing Provider) has not exercised its right to purchase the Property.

1.2 The Owner hereby covenants with the Council:

- 1.2.1 not to allow the Affordable Housing Units to be managed and/or vested in anyone other than a Locally Approved Affordable Housing Provider.
- 1.2.2 not to allow the Affordable Housing Units to be Occupied or be used for any purpose other than for Local Needs Affordable Housing in Perpetuity.

1.3 The Owner hereby covenants with the Council:

- 1.3.1 not to allow the Affordable Housing Units to be Occupied or be used for any purpose other than for Affordable Housing in Perpetuity.
- 1.3.2 not to allow the Affordable Housing Units to be Occupied, or let or otherwise disposed of to anyone who as a consequence may obtain a Right To Acquire.

1.4 Any Chargee must first:

- 1.4.1 if the Property is owned by a Registered Provider comply with the restrictions and obligations contained in sections 145 to 159 of the Housing and Regeneration Act 2008;
- 1.4.2 provide the Council as soon as reasonably practicable with copies of any notices served on or by Homes England or the regulator (or its successor) pursuant to sections 145 to 148 or section 151 of the Housing and Regeneration Act 2008;
- 1.4.3 provide the Council with copies of any proposals or directions that the Chargee received from Homes England under sections 152 to 155 of the Housing and Regeneration Act 2008 (or where any part of those proposals are of a confidential nature such details of the proposals as

are appropriate in all the circumstances) and provide the Council with further details of progress reached towards implementing such agreed proposals from time to time;

- 1.4.4 give the Council the option to purchase the relevant Affordable Housing Unit (s) from the Chargee or alternatively nominate an Affordable Housing Provider to purchase the relevant Affordable Housing Unit for a period commencing on the date that the Chargee gives the Council notice and ending on the later of one (1) month (or such other period as may be agreed by the parties) after the date of that notice or the end of any Moratorium Period, if such period is agreed between the parties. The Council (or its nominated Affordable Housing Provider) shall be entitled to complete the purchase of the Affordable Housing Units at any time up to two (2) calendar months after the expiry of the option period.

- 1.5 The price payable by the Council or its nominated Affordable Housing Provider for the Affordable Housing Units pursuant to paragraph 1.4.4 shall be the Open Market Value of the Affordable Housing Units including the land on which the Affordable Housing Units is constructed subject to the restrictions contained with this Schedule or all sums due to the Chargee pursuant to the terms of the Chargees charge together with reasonable legal and administrative fees, whichever is the greater.

- 1.6 The parties shall use Reasonable Endeavours to agree the Open Market Value of the Affordable Housing Unit(s) but in the event of failure to agree, the Open Market Value shall be determined by the Valuer who will have due regard to all the restrictions imposed upon the Affordable Housing Units as contained in this agreement.

The COMMON SEAL of
ARUN DISTRICT COUNCIL

Was affixed to this deed in the presence of

Name: EDWARD O'BRIEN (PROPERTY LAWYER)

Signature: [REDACTED]

Authorised signatory.

Seal Book Ref: 263/2018

Signed as a deed by [REDACTED] CHAIRMAN, ACT
ANGMERING COMMUNITY LAND TRUST in
the presence of [REDACTED]

Name:

Signature: [REDACTED]

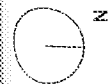
Valerie Jorram (Secretary)

ANNEX 1
PLAN

www.riddleclare.com
E Place Limited &
www.riddleclare.com
Check all
Do not scale drawing
Do not use for navigation

Anthony Carr
CHM
By
Revision Note

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ANNEX 2

LOCAL ALLOCATIONS POLICY

Angmering Community Land Trust

HOUSING ALLOCATION POLICY

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1. General

Angmering Community Land Trust (The Trust) is registered with the Financial Conduct Authority (FCA) as a Community Benefit Society (Registration Number 7201) and has been established to provide affordable housing for the people of Angmering.

Our aim is to provide affordable housing primarily to people who are in housing need and who live in the Parish and / or work principally in the Parish of Angmering or surrounding Area. In so doing ACLT wishes to make it possible for those with employment in the Parish to live or close to their place of work and for those with local family connections and responsibilities to live close by.

In the (unlikely) event that no eligible applicants can be identified within the Parish, then applicants in adjoining Parishes will be considered based on their housing need and local connection to the Parish of Angmering. These adjoining rural civil Parishes being Rustington, East Preston, Poling, Clapham and Ferring.

This Housing Allocations Policy sets out the process by which the Trust will ensure compliance with the requirements of the Section 106 Agreement and ensure that all Affordable Dwellings are prioritised for people in housing need with a local connection in perpetuity.

2. Application of this policy

The Trust will be responsible for the allocation of all properties.

Any member of the Trust who might have a vested connection with any applicant must declare such connection and will not be involved in that applicant's allocation decision.

The Trust will manage all applicants' personal and financial information in compliance with Data Protection legislation in place at the time and this will only be used as required to assess any application or appeal.

Prospective tenants are strongly advised to take their own financial advice from individuals or organisations registered with the FCA.

3. Definitions

For the purposes of this Housing Allocations Policy the following definitions shall apply:

Area

The civil Parishes of Rustington, East Preston, Poling, Clapham and Ferring.

Affordable Dwelling

Each of the dwellings identified edged [] on Plan [] to be delivered as Affordable Rented Dwellings

Development

Residential development comprising 12 Affordable Dwellings, access roads, public car park and public open space, pursuant to an application for planning permission submitted on 19 January 2018 under reference number A/219/17/PL.

Employed

Working in employment or self-employment for at least 16 hours per week

Housing Need

In need of suitable permanent housing and unable to afford to pay market rents or the open market price for reasonably suitable permanent housing

Immediate Family

Mother, Father, Sister, Brother, Daughter, Son, Grandparents or Grandchild or if he or she ordinarily resides with that other person.

Initial Advertisement Period

The period of 20 working days, starting from the date an Affordable Rented Dwelling is first advertised for rent PROVIDED ALWAYS that in calculating the period of 20 working days, any day or period of days which is more than 30 working days before the date upon which the Affordable Rented Dwelling is completed and ready for occupation, shall be disregarded.

Parish of Provision

The civil Parish of Angmering

Plan []

The plan attached to this policy marked []

Permission

The planning permission to be issued for the Development

Property

The land at Mayflower Way, Angmering, Littlehampton shown edged red on the Plan being part of the land registered at HM Land Registry with absolute title under title number WSX318768.

Locally Approved Affordable Housing Provider

- a) The Owner; or
- b) A provider of affordable housing approved by Arun District Council for the purpose of developing, owning, maintaining and managing Local Needs Affordable Housing.

Section 106 Agreement

The planning obligation agreement entered into by ACLT and Arun District Council in respect of the Development

4. Local Housing Criteria

Property prices in Angmering are beyond the means of most local people unless they have existing capital to invest or enough income to afford the market rents. Angmering CLT's aim is to provide housing at a price that can be afforded on local wages. It also wishes to make it possible for those with employment primarily in the Parish but also in the Area to live close to their place of work. In this way job vacancies can be filled, the community can function effectively and local young people can be given an opportunity to remain in the Parish should they wish to do so.

The starting point for the allocation of a Trust property is that the applicant(s) must be able to meet at least one of the following 'Local Housing Criteria':

- a) A minimum continuous residence of three years in the Parish immediately prior to the offer date and currently in paid employment in the Parish; or
- b) Residence in the Parish for three consecutive years within the ten years preceding the offer date; or
- c) A minimum continuous employment in the Parish, of at least 16 hours a week, for the three years preceding the offer date

Priority for affordable housing will be given to applicants who meet any of the requirements stated in 4(a) to 4(c) above, demonstrating their current or previous residence or employment in the Parish, and who meet the Housing Needs Criteria. If the number of applicants is more than the number of available affordable homes, then applications will be reviewed against criteria 7(1) to 7 (5) below.

Applicants will be required to demonstrate to the reasonable satisfaction of the Trust, as at the date of application, that they meet the qualifying criteria and that they are in Housing Need. This will be determined by a financial assessment of their income, savings and housing circumstance at the time of application.

5. Pets Policy

Applicants may be permitted domestic pets subject to the satisfactory completion of a Pets Registration Form and approval of the Trust. Permission can be revoked if the pets cause any nuisance or annoyance to other residents or damage to Trust properties. This excludes 'assistance dogs' which are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs or animals whose sole function is to provide comfort or emotional support do not qualify as 'assistance' animals.

6. Smoking Policy

The Trust has a "No Smoking" policy inside all properties.

7. Angmering CLT 'Housing Needs Criteria'

In addition to the above qualifying Local Housing Criteria, Angmering CLT, when assessing applicants who want to be considered for one of the Affordable Dwellings in which it holds an interest, will apply the following 'Housing Needs' criteria:

The first two criteria 7(1) and 7(2) must be met in all cases:

7(1). Inability to afford local open market rental property

Currently lives in insecure accommodation with insufficient funds to rent a property suitable to their needs within the Parish. ACLT will consider the applicant's financial circumstances, including their income and savings, how that measures against average income levels in the area and thus their ability to afford housing which is suitable to their needs on the open market in the local Area.

7(2). Family size accords with the home available

Homes must be suited to the applicant's and family's' needs in terms of the size of property available. Because of the high demand, in general applicants will only be considered for homes that meet their family need (e.g. a family with one child may only be allocated a 2-bedroom home).

7(3). Existing Links with Angmering

Without prejudice to the initial qualifying Local Housing Criteria, consideration will be given to applicants who are able to establish and prove a strong local connection with the Area. The local connection criteria are as follows:

- a) Existing residents of the Parish aged 18 years or over who have lived in the Parish for at least three years. The length of residency will determine the priority given.

Maximum of 15 points with 1 point for every year of residence?

It should be noted that time spent at University or time serving with armed forces will not exclude applications from being considered. This time will be considered as part of the qualifying period.

- b) Persons who have a demonstrable need through employment; a need to reside in the Parish because of current and primary employment in the Parish or Area of at least 16 hours a week.

Maximum 15 points: 5 points existing employment between 0-2 years in the Area; 10 points for existing employment in the Parish between 0 - 2 years and 15 points more than 2 years existing employment in the Parish.

- c) Persons that have long-standing Immediate Family links with the Parish. Immediate Family includes instances where the applicant ordinarily resides with that family member without being legally married to or in a civil partnership with that person and includes adopted and step relatives.

Maximum of 10 points with more points awarded according to the strength and depth of family links.

- d) Persons that have a demonstrable medical or social need; a need to reside in the Parish either to provide or receive medical or social support to or from another member of his/her immediate family who ordinarily resides in the Parish at the date of allocation.

Maximum of 10 points with more points awarded according to the circumstances.

7(4). Unsuitability of Current Accommodation

The unsuitability of the applicant's current accommodation will be taken into account. Factors to be considered will include size of family and rooms available and length of time in current accommodation under these conditions.

Maximum 15 points (5 points – up to 1 year, 10 points from 1 - 2 years and 15 points over 2 years)

7(5). Additional considerations affecting priority of need

Where applicants appear to have an equal need the Trust may take into consideration other factors such as:

- a) Moving from one ACLT property to another,
b) The length of time an applicant has been waiting for the allocation of a property and
c) Applicants who can demonstrate that they actively contribute to the community, outside of their employment.

Applicants will be given credit according to the above factors.

8. Insufficient Eligible Applicants

If in relation to the first disposal of an Affordable Dwelling, the Initial Advertisement Period expires without the Affordable Dwelling being allocated to an eligible applicant, the Affordable Dwelling may be allocated to any person who demonstrates to the reasonable satisfaction of the Trust that they are in Housing Need and either lives in or has a strong local connection to the Area.

The same assessment process will then be followed by the Trust Housing Allocation Committee using the qualifying criteria as appropriate.

9. Advertisement of Qualifying Criteria

ACLT will clearly set out on its website the Allocations Policy together with the Guidance Notes for completing an Application form. This will include the criteria used in the selection process and, where necessary, will provide support to potential applicants in understanding these.

10. Process of Application

Applications will only be accepted when made on the formal application form which will be supplied upon request or directly from the Trust's website: www.angmeringclt.org.uk. The form must be accompanied by the requested information in order to be considered to be valid. This information will include details of an applicant's criminal convictions other than those declared 'Spent'.

When a home becomes available, contact will be made with all those who have completed a validated application and meet the prescribed criteria as outlined above.

Those who wish to be considered will be asked to complete the application form and will be offered the opportunity to view plans of the property or to visit the property if already built and available for viewing. Applicants will also be advised to that they can also complete the relevant Local Authority housing application form if they so wish.

Those who remain interested in the property will then be asked to advise the Angmering CLT within 5 days of their visit or viewing the plans or within 10 days of being offered the opportunity to visit or view plans that they wish to proceed with their application

11. Deciding priority

Angmering CLT will maintain a list of approved applicants in order of the date of application. This list will then be assessed by the Trusts' Housing Allocations

Committee, taking account of the qualifying criteria and scoring. In the event that a number of applicants appear to have an equally valid claim to a property the Trust reserves the right to ask for further information, to interview the applicants and then exercise its discretion in making a final decision

Angmering CLT will then offer any available properties to the applicants who, in Angmering CLT's sole discretion:

- a) Qualifies under the 'Local Housing Criteria'
- b) Meets the ACLT 'Housing Needs Criteria' as set out in qualifying criteria 7(1) and 7(2) above
- c) Justifies receiving greatest priority under criteria 7(3) or 7(4) or 7(5)

12. Declarations

All applicants for properties will need to provide a signed declaration that the information they have provided is correct. ACLT reserves the right to discontinue an application or seek possession of a property where false or inaccurate information has been provided deliberately.

13. Registration

When a completed application form is received, ACLT will register the date of its receipt and write to the applicant confirming;

- a) Receipt of their application;
- b) The size of dwelling for which they have applied.

Angmering CLT will conduct an assessment of eligibility and decide whether further information and/or an interview is required.

14. Liaison with Arun District Council

Angmering CLT will work closely with Arun District Council, which has statutory responsibility for the well-being of the local community. Angmering CLT will inform Arun District Council of all offers of housing made. Applicants should be aware that within Angmering and adjacent Parishes, other social landlords may also have housing available at affordable rents or under a shared ownership scheme.

15. Advertisement of Properties

Two months prior to the expected completion of any new ACLT scheme the Trust will advise the Parish Council, Ward Councillors of Arun District Council, the Council's Head of Housing that ACLT will be seeking nominations.

At all other times ACLT will advise Arun District Council of the availability of ACLT properties so that they can advise the Trust of any potentially suitable applicants on

the Housing Register. In such event the Local Authority will be permitted to contact such applicants and advise them that they may be eligible to apply to ACLT. See also 'Equal Opportunity Policy' section below

Angmering CLT will also place local advertisements on ACLT's website, Parish Newsletters, Parish Council, local social media and other suitable locations where appropriate so that all who might wish to apply have the chance to do so.

Vacant rental properties will be advertised, stipulating the details of the eligibility criteria and advising interested eligible persons to apply to ACLT.

16. Equal Opportunities Policy

ACLT is committed to providing equality of opportunity to all who apply for housing through the Trust and who meet the qualifying criteria. No one will be discriminated against on grounds of gender, ethnic origin, religion, sexual orientation or any other factor that is strictly prohibited by law.

17. Personal Information

Personal Information will be handled in accordance with the GDPR and Data Protection Act 2018 and any subsequent Acts and will be subject to appropriate confidentiality. All Applicants have the right to see the information held about them and to receive a copy of the information kept in computer or paper files. This is a Subject Access Request (SAR). By submitting an application to the ACLT an applicant consents to the processing of personal data about themselves.

18. Rental Properties

The terms and conditions set out above and in ACLT's Standard Tenancy document will apply to all first time and subsequent occupants so that ACLT can ensure that the homes are occupied on similar terms by properly qualified beneficiary households.

When a vacancy arises, the Affordable Home will firstly be advertised through ACLT locally to seek a tenant who meets ACLT's Housing Needs Criteria. See also 'Advertisement of Properties' above.

If after four weeks of advertising there is no qualifying applicant meeting ACLT's Housing Needs Criteria the Affordable Dwelling may be allocated to an applicant in Housing Need but without local connection.

19. Right of Appeal

Decisions on applications will be made on behalf of Angmering CLT by its Housing Allocations Committee. The Committee may require an interview with the applicant

to confirm that the criteria set out in this policy have been met. If an applicant feels that the decision made about their application is unfair, they may submit an appeal, in writing, to Angmering CLT's Society Secretary. The appeal will then be heard, within 15 working days, by a Panel of at least three Angmering CLT Board Members who have not been involved in the earlier decision making process. The decision of the appeal panel will be binding on all parties.

Notification of the panel's decision will be provided within twenty-one days of the appeal being heard.

20. Review

This policy will be reviewed and changes made as necessary by Angmering CLT annually to ensure that it continues to meet the needs of those in housing need in an efficient, fair and transparent way.

Review Date: September 2019

21. Contact Us

Contact should be made by post to:

Angmering Community Land Trust

c/o Angmering Community Centre

Foxwood Avenue

Angmering

BN16 4FU

ANNEX 3

DRAFT PLANNING PERMISSION

1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

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

Location Plan 001 rev01, Detailed Site Plan 201 rev02, Proposed Block Plan 002 rev01, Landscape Plan 1141/01 revA, Terrace A Drawing Sheet 204 rev01, Terrace A- 1 bed - Detail

209 rev00, Terrace A -3bed - Detail 208 rev00, Terrace B - 2 Bed - Detail 207 rev00, Terrace C - Flats - Detail 210 rev00, Terrace B drawing 205 rev01, Terrace C Drawing Sheet 206 rev01, Proposed Site Elevations 203 rev00.

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy DDM1 of the Arun District Local Plan.

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

1. A preliminary risk assessment which has identified:

all previous uses

potential contaminants associated with those uses

a conceptual model of the site indicating sources, pathways and receptors

potentially unacceptable risks arising from contamination at the site.

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

3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

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

Any changes to these components require the express consent of the local planning authority.

The scheme shall be implemented as approved.

Where demolition is required 1. and 2. above should be submitted prior to demolition.

Parts 3. and 4. can take place post demolition if necessary.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun Local Plan policy QESP1 and QE DM4. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.

4 If during development, contamination not previously identified, is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun District Plan policies QESP1 and QE DM4.

5 Prior to occupation of any part of the permitted development] a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the remediated site has been reclaimed in an appropriate standard in accordance with Arun Local Plan policies QESP1 and QE DM4.

6 No development shall take place, including any works of demolition, until a Construction Management Plan has been submitted to and approved by, the Local Planning Authority. The Approved Plan shall be adhered to throughout the construction period. The Plan shall provide for :

- a. An indicative programme for carrying out the works
- b. The arrangements for public consultation and liaison during the construction works.
- c. Measures to minimise the noise (including vibration) generated by the construction process to include hours of work, proposed method should foundation piling occur, the careful selection of plant and machinery and use of noise mitigation barriers.
- d. Detail of any flood lighting, including location, height, type and direction.
- e. The parking of site operatives and visitors
- f. Loading and unloading of plant and materials
- g. Storage of plant and materials used in construction and development
- h. Wheel washing facilities
- i. Measures to control the emission of dust and dirt during construction

Reason: In order to safeguard the amenity in accordance with policy DDM1 of Arun Local Plan. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.

7 No plant or machinery shall be operated, during the construction period, no process carried out and no deliveries taken or despatched from the site except between the hours of 07:00 and 18:00 hours on Monday to Fridays inclusive; 08:00 and 13:00 hours on Saturday; not at any time on Sundays or Public or Bank Holidays

Reason: To safeguard the amenities of neighbouring properties in accordance with Arun Local Plan policies QE SP1 and QE DM1.

8 External lighting in association with this development shall comply with Institution of Lighting Engineers Guidance Notes for the Reduction of Obtrusive Light, Obtrusive Light Limitations for Exterior Lighting Installations for Zone E - Rural.

Reason: To control the residential amenities of the local environment in accordance with Arun Local Plan policies QE SP1, QE DM2 and D DM1.

9 Landscaping (hard and soft) shall be carried out in accordance with the details shown on plan (1141/01 revA). All planting, seeding or turfing comprised in the approved details shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are

removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy DDM1 of the Arun Local Plan.

10 All activity at the site is to be carried out in strict accordance with: - Arboricultural Implications Assessment Report Ref: JH4.22, dated 9th November 2017 (Broad Oak Tree Consultants Ltd).

- Before the site is occupied or any machinery is introduced to the site or demolition work or construction work or alterations to existing ground levels takes place a PRECOMMENCEMENT Site Meeting is to take place between the Arun DC Tree Officer and the Arboricultural Expert representing the site owners - at this meeting all protective fencing will be inspected along with ground protection measures - they will be assessed to verify that they are 'Fit for Purpose' as required under British Standard 5837:2012 and have been erected and positioned exactly as shown on the Tree Protection Plan ref: J54.22/02, dated 05/11/2017.

- If there is deemed to be a need for any Utility Service Route connections to bisect retained tree Root Protection Areas/Zones then prior to their installation a Method Statement prepared by an Arboricultural Expert must be submitted that stipulates how this can be achieved without adverse impact on tree roots. Written approval and confirmation of acceptance of this Methodology must be issued before any works are commenced out on site.

Reasons: To comply with BS5837 and to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised and they can continue to enhance the landscape and amenity of the area in accordance with policy DDM1 of Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure the retention of important trees.

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

Reason : To ensure that the proposed development is satisfactory drained in accordance with policies WDM1 of the Arun Local Plan. It is considered necessary for this to be a precommencement condition to ensure that the surface water disposal scheme is agreed before construction commences.

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

Reason : To ensure that the proposed development is satisfactorily drained in accordance with policies WDM1 of the Arun Local Plan.

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

Reason : To ensure that the proposed development is satisfactorily drained in accordance with policies WDM1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure that the future maintenance and funding arrangements for the surface water disposal scheme are agreed before construction commences.

14 Upon completed construction of the surface water drainage system but prior to occupation of any part of the scheme, the owner or management company shall either provide the local planning authority with an updated copy of the management manual incorporating any changes as a result of construction/implementation or confirm in writing that no changes are required to the manual.

No further changes shall be made to the approved surface water drainage system Maintenance & Management Plan/Regime including the management company responsible or the financial arrangements between the owners of the dwellings & the management company other than with the written consent of the Local Planning Authority. The owner or management company shall thereafter strictly adhere to and implement the recommendations contained within the manual to ensure that the system is maintained in perpetuity.

Reason : To ensure the efficient maintenance and on-going operation of the surface water drainage system and to ensure the best practice in line with guidance set out in 'The SuDS Manual' CIRIA publication ref: C753 Chapter 32, in accordance with policies WDM1 of Arun Local Plan.

15 The first floor window on the east elevation of unit 1 shall at all times be glazed with obscured glass and fixed to be non-opening below 1.7m.

Reason: To protect the amenities and privacy of the adjoining property in accordance with policies DDM1 of Arun Local Plan.

16 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development)(England) Order 2015, (or any Order revoking or enacting that Order) no windows or other openings (other than those shown on the plans hereby approved) shall be formed at first floor level in the east elevation of unit 1 without the prior permission of the Local Planning Authority on an application in that behalf.

Reason: To protect the amenities of adjoining residential properties in accordance with policy DDM1 of the Arun Local Plan.

17 Prior to commencement of development the hedgerows on site used by bats for commuting and foraging will need to be retained and enhanced for bats in accordance with details to be submitted to and approved by the Local Planning Authority. This will include having a 5m buffer strip around the hedgerows and the provision of fencing and filling of gaps using native hedge species.

Reason: To ensure that hedgerows are retained for bats in accordance with policy ENV DM5 of Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure the retention of the hedges during the course of development.

18 Prior to commencement of development a badger survey shall be undertaken and submitted to the Local Planning Authority to ensure badgers are not using the site. If a

badger sett is found onsite, Natural England should be consulted and a mitigation strategy produced for approval by the Local Planning Authority.

Reason: To ensure that if badgers are present they are protected in accordance with policy ENV DM5 of Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure the protection of badgers.

19 Following implementation of the development and prior to occupation the following items shall be provided in accordance with details to be submitted to and approved by the Local Planning Authority

- Any trees removed should be replaced at a ratio of 2:1
- Bat and bird boxes shall be installed on the site
- Grassland areas shall be managed to benefit reptiles.
- Log piles shall be provided on site

Reason: To ecologically enhance the area in accordance with policy ENV DM5.

20 **INFORMATIVE:** Fire Safety. Terraces A-C. The only means of escape in the event of fire from first floor bedrooms is through an open plan kitchen/diner and so these bedrooms are inner rooms. The hazard can be mitigated by creating a ground floor lobby from the stairs to the front door which would be necessary in every case.

The only means of escape in the case of the flats in Terrace C is through the open plan kitchen and so they are inner rooms. The risk can be mitigated in the ground floor flat by ensuring that the bedroom window complies with fire escape window requirements. There is no easily apparent way of mitigating the risk in the first floor flat as fire escape windows at first floor or above are not acceptable to Environmental Health since this replaces one hazard with another

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

22 **INFORMATIVE:** It is recommended that main access doors are fitted with a door viewer or door opening limiter and safety chain. Door letter boxes should be fitted with a security cowling. If there are constraints which prevent door mounted letter plates then a surface mounted letter box can be used which must be robust in its construction. TS 009 letter boxes offer reassurance. The letter box must be securely fitted to the face of the building in accordance with manufacturer's instructions in a location they can be easily viewed.

23 **INFORMATIVE:** Secured by Design 'Homes 2016' which can be found at www.securedbydesign.com recommends that all door sets allowing direct entry into the homes, eg front and rear doors, interconnecting garage door sets, French doors, Bi-fold or sliding patio doors, apartment entrance door sets and easily accessible balcony door sets shall be certified to one of the following standards. PAS 24:2016, STS 202 or LPS 1175 Issue7 SR2.

All easily accessible windows shall also be certified to PAS 24:2012 BS EN 1672 Class 3. Easily accessible is defined within Building Regulations Document Q Appendix A as: (A window or door set, any part of which is within 2 metres of an accessible level surface such as a ground floor or basement level or an access balcony.)

24 **INFORMATIVE:**

Bats- The lighting scheme for the site will need to take into consideration the presence of bats in the local area and the scheme should unnecessary artificial light spill through the use of directional light sources and shielding.

Reptiles - A precautionary approach should be taken within the site area with regards to reptiles. Site clearance should be conducted during the season reptiles are active and the vegetation should be cut down to 10cm prior to any works taking place and then carefully cleared. Any dead wood or rubble piles should be dismantled by hand and relocated.

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

26 INFORMATIVE: Fire Safety. Terraces A-C. The only means of escape in the event of fire from first floor bedrooms is through an open plan kitchen/diner and so these bedrooms are inner rooms. The hazard can be mitigated by creating a ground floor lobby from the stairs to the front door which would be necessary in every case.

The only means of escape in the case of the flats in Terrace C is through the open plan kitchen and so they are inner rooms. The risk can be mitigated in the ground floor flat by ensuring that the bedroom window complies with fire escape window requirements. There is no easily apparent way of mitigating the risk in the first floor flat as fire escape windows at first floor or above are not acceptable to Environmental Health since this replaces one hazard with another.

27 INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to the management and occupation of the units for provision of Local Needs Affordable Housing in Perpetuity by a Locally Approved Affordable Housing Provider.