

This Planning Obligation is made the 7th..... day of.....^{October}.....2026 and is given in the form of a Unilateral Undertaking

BY

1. **SIGMA HOMES (ANGMERING) LIMITED** (Co. Regn. No. 10453262) whose registered office is situated at Ashbourne House, The Guildway, Old Portsmouth Road, Guildford, Surrey GU3 1LR (hereinafter called "the Owner")
2. **CLOSE BROTHERS LIMITED** (Co. Regn. No. 195626) whose registered office is situated at 10 Crown Place, London EC2A 4FT (hereinafter called "the Mortgagee")

TO

3. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (hereinafter called "the County Council")

WHEREAS

1. Arun District Council ("the District Council") is the District Council for the area in which the Land is situated and have resolved that subject to the completion of this Unilateral Undertaking planning permission be granted subject to the conditions for the Development
2. The County Council is the Education Authority for the area in which the Land is situated and is the authority by whom the obligations in this Deed are enforceable
3. The Owner is the owner of the freehold of the Land edged red on Plan 1 subject to a mortgage in favour of the Mortgagee
4. The Owner has made the Application.
5. The Owner is willing to give this Unilateral Undertaking to the County Council and has agreed to comply with the terms and conditions contained

herein, and the Mortgagee enters into this Unilateral Undertaking only to give its consent to the terms of this Unilateral Undertaking and not to assume the obligations of the Owner

6. The District Council is minded subject to the completion of this Unilateral Undertaking and payment to the County Council of the County Council Monitoring Contribution to grant the Planning Permission subject to the conditions for the Development
7. The Mortgagee is the mortgagee of, inter alia, the Land and has agreed to enter into this Unilateral Undertaking in order to give its consent to the terms of the Unilateral Undertaking

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

- 1.1 In this Unilateral Undertaking unless otherwise stated the following expressions shall where the context so admits have the following meanings:

"30th Occupation Date" the date on which the 30th Dwelling to be Occupied is first Occupied;

"1990 Act" shall mean the Town and Country Planning Act 1990 (as amended)

"Application" means an application for planning permission made to the District Council and given reference number A/44/26/PL

"Commencement of Development" the carrying out in relation to the Development of any material operation as defined by section 56(4) of the 1990

Act but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Land.

“County Council Monitoring Contribution First Instalment” means the total sum of £810 (eight hundred and ten pounds) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;

“County Council Monitoring Contribution Second Instalment” means an additional sum of £810 (eight hundred and ten pounds) Index Linked if the Secondary School Transport Contribution is paid in instalments and this amount shall be due to be paid if the second instalment of the Secondary School Transport Contribution is payable on the date of payment of the Secondary School Transport Contribution Second Instalment which sum is payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;

“County Council Monitoring Contribution Third Instalment” means an additional sum of £810 (eight hundred and ten pounds) Index Linked if the Secondary School Transport Contribution is paid in instalments and this amount shall be due to be paid if the third instalment of the Secondary School Transport Contribution is payable on the date of payment of the Secondary School Transport Contribution third instalment which sum is payable to the County Council for monitoring the delivery and performance of a Qualifying trigger contained in this Deed over the lifetime of the Development;

"Default Interest Rate" means interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day-to-day basis

"Development" shall mean the development authorised by the Planning Permission

"Dwelling" means any residential dwelling (including house, flat or maisonette) constructed as part of the Development

"Index Linked" means that the sums payable by the Owner under this Deed shall be increased by the application of the following formula:

$A = B \times C/D$ (where C/D is equal to or greater than 1)

Where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index figure at the date of payment

D is the BCIS Index figure at the date of consultation being 5th May 2026 for the Secondary School Transport Contribution and the 1st April 2026 for the County Council Monitoring Fees

and "Indexation" shall be construed accordingly

"Land" shall mean land at the former Shrublands Nursery, Roundstone Nursery, Angmering BN13 4AT registered under Title Number WSX46323 and shown edged red on the Plan

“Occupation” or “Occupied” means occupation for the purposes permitted by the Planning Permission but excluding temporary occupation for the purposes of marketing, construction or security

“Plan” shall mean the plan annexed hereto

“Planning Permission” shall mean planning permission to be granted by the District Council in respect of the Application

“Qualifying Trigger” means any trigger contained within this Deed that attracts the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council

“Secondary School Transport Contribution” shall mean the contribution of £123,036.00 (one hundred and twenty three thousand and thirty six pounds) calculated in accordance with the Secondary School Transport Contribution Calculation Methodology which shall be paid to the County Council to be used towards school transport for the number of secondary aged children expected from the Development, to an existing secondary school and which shall be split into the following:

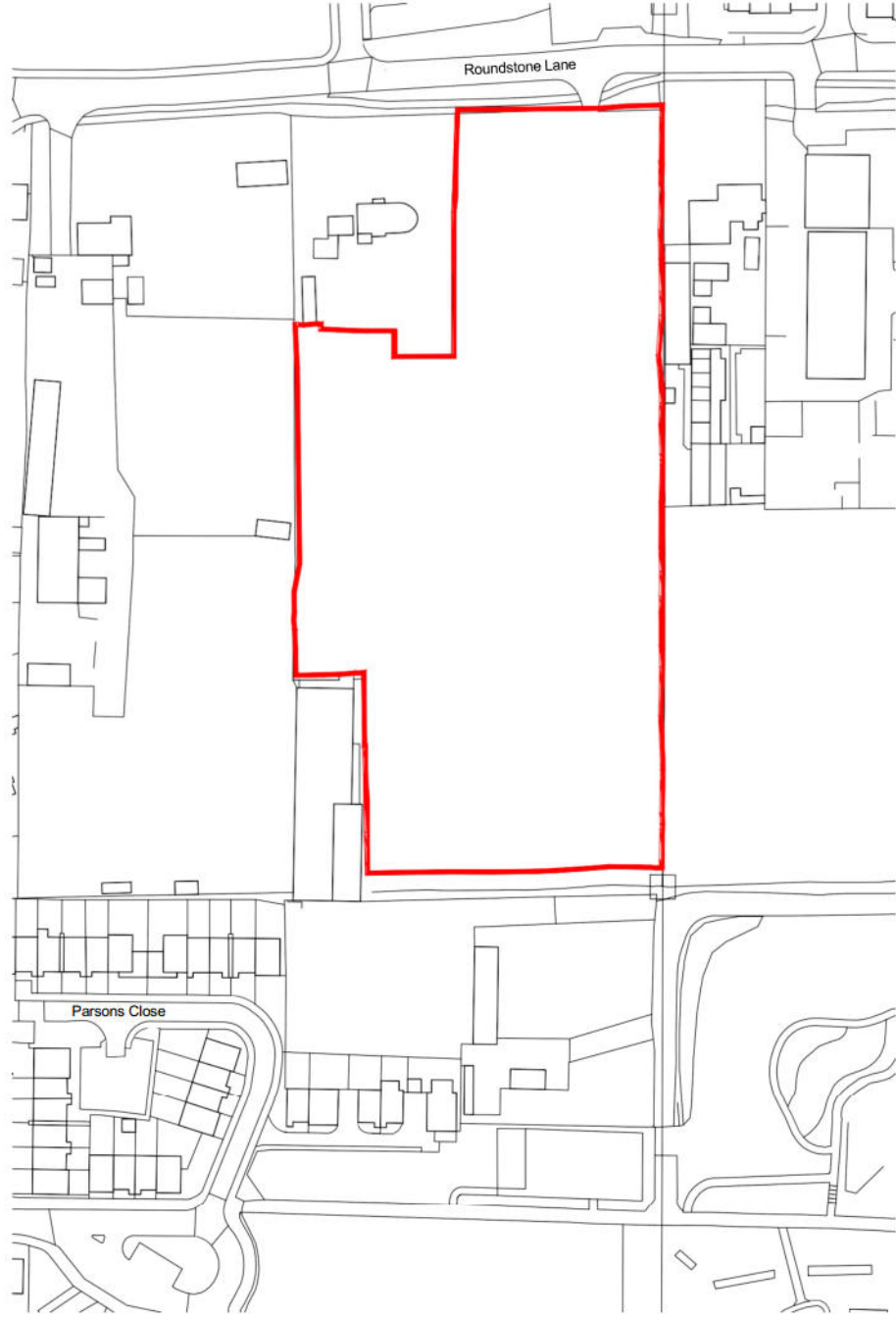
- Secondary School Transport Contribution First Instalment (£38,449.00 (thirty eight thousand four hundred and forty nine pounds)) where the factor G is 5 years
- Secondary School Transport Contribution Second Instalment (£38,449.00 (thirty eight thousand four hundred and forty nine pounds)) where the factor G is 5 years (or less depending on the number of years until the secondary school is provided)
- Secondary School Transport Contribution Third Instalment (£46,139 (forty six thousand one hundred and thirty nine pounds)) where the factor G is

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Signed by: Matt Grogan
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Signed by: Chris East
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Site Location Plan

[illegible]

A	22.02.21	Boundary amended	LT
Rev	Date	Revision Details	LT
		Locations: T0027 50.927.73 E bryndafion.co.uk Bryndafion Church, 11 Goring Road Bryndafion, Llanelli, Carmarthenshire T01900 248777 E ece@ece-architecture.com Bryndafion Cefnau Street, Breck, BS2 4BE T0121 244 1401 E bryndafion.co.uk ECE Architecture www.ece-architecture.com	LT LT LT LT

6 years (or less depending on the number of years until the secondary school is provided)

“Secondary School Transport Contribution Calculation Methodology” shall mean the method of calculation of the Secondary School Transport Contribution calculated by the County Council based on the current costs for transporting school aged children using passenger transport, to the nearest secondary school with places available, based on £1419.30 per pupil, per year (for 2026/27 costs are revised annually in April)

The temporary costs to transport children to the nearest available or West Sussex catchment school with space is calculated by using the equation $A / B \times$

$C = D$ and

$D \times (E \times G) \times F = \text{Secondary School Transport Contribution}$

Where:

A – actual cost of transport per day in West Sussex for bus/coach travel to school, at the time of the signing of the legal agreement. Which for 2026/27 is £396.00 per day, with costs revised annually

B – coach capacity (53)

C - number of academic days in a year (190)

D - Cost per pupil per year ($396 \text{ per day} / 53 = £7.47 \times 190 = £1419.30$ per pupil per year for 2026/27; costs are reviewed annually in April)

E – number of children generated by the development aged 0-16

F – 5 years of Secondary Education

G – Number of years that school transport is provided being a total of 16 years but can be phased to allow for instalment payments of 5 years, 5 years and 6 years (or less depending on the number of years until the secondary school is provided at the time of the relevant review).

1.2 Words importing the singular include the plural and vice versa

- 1.3 References to clauses sub clauses recitals annexes and schedules are unless otherwise stated references to clauses sub clauses recitals annexes and schedules to this agreement

2. Statutory Provisions

- 2.1 This Deed constitutes a Planning Obligation for the purposes of Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers and the obligations contained herein are planning obligations for the purposes of Section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the Owner's interests in the Land and those of their successors and assigns
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their successors and assigns
- 2.3 This Unilateral Undertaking shall have full force and effect from the date hereof
- 2.4 The Obligations in this Deed are conditional upon and will not take effect until the grant of Planning Permission except Clause 4, 5 & 6
- 2.6 The Planning Obligations contained in this Deed are enforceable by the County Council

3. The Owner's covenants.

- 3.1 The Owner hereby covenants with the County Council that upon completion of this Deed it shall pay to the County Council the County Council Monitoring Contribution First Instalment.
- 3.2 The Owner hereby covenants with the County Council:
- 3.2.1 that upon the 30th Occupation Date the Owner shall pay to the County Council the Secondary School Transport First Instalment Index Linked; and

3.2.2 five years after payment of the Secondary School Transport Contribution First Instalment, there shall be a review of whether the relevant secondary school has been provided. If the secondary school has not been provided then the Owner shall pay the Secondary School Transport Contribution Second Instalment and the County Council Monitoring Contribution Second Instalment Index Linked to the County Council PROVIDED THAT should the review identify that the secondary school will be provided within less than five years, the Secondary School Transport Contribution Second Instalment shall be re-calculated in accordance with the Secondary School Transport Contribution Calculation Methodology, changing the factor G to the number of years until the secondary school is provided; and

3.2.3 five years after payment of the Secondary School Transport Contribution Second Instalment (if applicable), there shall be a review of whether the relevant secondary school has been provided. If the secondary school has not been provided then the Owner shall pay the Secondary School Transport Contribution Third Instalment and the County Council Monitoring Contribution Third Instalment Index Linked to the County Council PROVIDED THAT should the review identify that the secondary school will be provided within less than six years, the Secondary School Transport Contribution Third Instalment shall be re-calculated in accordance with the Secondary School Transport Contribution Calculation Methodology, changing the factor G to the number of years until the secondary school is provided.

3.3 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Secondary School Transport Contribution towards funding the provision of home to school transport in accordance with the County Council's home to school transport policy.

4. Interest

If any sum or amount has not been paid to the County Council by the date it is due, the Owner shall pay the County Council interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

5. Miscellaneous

- 5.1 This Deed is a Local Land Charge and shall be registered as such
- 5.2 The Owner shall give notice in writing to the County Council of the 30th Occupation Date within 7 days of its occurrence ("the Occupation Notice"). The Occupation Notice shall be sent to the County Councils Planning Monitoring and Records Team at the address herein and shall be delivered as follows:
 - a) By hand; or
 - b) Sent by pre-paid first-class post of other next working day delivery service
- 5.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.
- 5.4 The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.
- 5.5 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 Land, except in respect of any breach subsisting prior to parting with such interest.
- 5.5A The Mortgagee:
 - (i) enters into this Deed solely for the purpose of consenting to the Owner entering into this Deed and does not assume any principal liability under it;

- (ii) shall not, by execution of this Deed or otherwise, be treated as giving any guarantee or indemnity, covenanting to pay any sum, or covenanting to observe, perform or procure observance or performance of any covenant, restriction or obligation in this Deed;
- (ii) shall be automatically and immediately released from all liability under this Deed when it ceases to be in possession and ceases to have any interest in, the Land, except for liability arising from its own acts or omissions during any period of the Mortgagee's possession of the Land.

5.6 The obligations in this Deed will not be enforceable against the individual purchasers and/or occupiers of any Dwelling.

5.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

5.8 No waiver whether express or implied by the County Council of any breach or default by the Owner(s) in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default

5.9 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn.

6. Governing Law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof this Unilateral Undertaking has been executed as a Deed and Delivered on the day and year written above.

EXECUTED as a DEED by

SIGMA HOMES (ANGMERING) LIMITED

acting by:-

Director.....

Chris East

Director/Secretary.....

Olivier Bonavero

EXECUTED as a DEED by

CLOSE BROTHERS LIMITED

acting by its attorney:-:- Matt Grogan

Attorney.....

In the presence of:

Witness signature:

DocuSigned by:

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Witness name: Nicole Priestley

Witness occupation: Solicitor

Witness address: 2-4 Vale Avenue, Tunbridge Wells
Kent TN1 1DJ

Dated... 7 October 2026

SIGMA HOMES (ANGMERING) LIMITED

and

CLOSE BROTHERS LIMITED

to

WEST SUSSEX COUNTY COUNCIL

PLANNING OBLIGATION

By way of Unilateral Undertaking

Under section 106 of the Town & Country Planning Act 1990
relating to land at Shrublands Nursery, Roundstone Nursery, Angmering BN13
4AT