

DATED THIS 11 DAY OF February 2020		
(1)	ARUN DISTRICT COUNCIL	
(2)	WEST SUSSEX COUNTY COUNCIL	
(3)	CRAYFERN HOMES LIMITED	
(4)	PETER JOHN TAYLOR AND ANNE MARY TAYLOR AND SEAN PATRICK TAYLOR AND ANDREW JOSEPH TAYLOR	
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at North of Mayflower Way Angmering BN16 4AY Planning ref: A/46/19/PL	
	Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON	

Date:	11 February	2020
PARTIES:		

1.	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
3.	CRAYFERN HOMES LIMITED (Company Number 02703219) whose registered address is Victoria House 14 St John's Road Hedge End Southampton SO30 4AB ("the Applicant")
4.	PETER JOHN TAYLOR AND ANNE MARY TAYLOR of Hamra House Spinney Lane Itchenor Chichester PO20 7DJ and 3 Old Town Court, Market Hill Cowes PO31 7TT and SEAN PATRICK TAYLOR AND ANDREW JOSEPH TAYLOR of 19 Luttrell Avenue London SW15 6PD and Hamra House Spinney Lane Itchenore Chichester PO20 7DJ "the Owner"

WHEREAS

1.	The Council is the local planning authority, and the local authority responsible for housing, public open space and recreation facilities for the area in which the Land is situated
2.	The County Council is the local highway authority and the local authority responsible for providing education, libraries and fire rescue services for the area in which the Land is situated
3.	The Owner is registered as freehold owner of the Land at HM Land Registry comprised in the title numbers WSX125334 WSX113756 and WSX375116
4.	The Applicant has made the Planning Application and is proposing to carry out the Development
5.	This Agreement is made as a Deed

NOW THIS AGREEMENT WITNESSETH as follows:

1.	Interpretation	
1.1	In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:	
	"Act"	means the Town and Country Planning Act 1990 as amended
	"Affordable Housing Contribution"	means the sum of £576,000.00 (five hundred and seventy six thousand pounds) and paid to the Council

		in accordance with Paragraph 1 of the First Schedule to be transferred to the ACLT for the provision of Affordable Housing on the ACLT Land or to contribute to the provision of Affordable Housing on a site elsewhere in Angmering
	"ANGMERING COMMUNITY LAND TRUST (ACLT)"	means the Angmering Community Land Trust of c/o Angmering Community Centre, Foxwood Avenue, Angmering, West Sussex, BN16 4FU
	"ACLT Land"	means the land to the south of Mayflower Way as shown edged in red on the ACLT Land Plan
	"ACLT Land Plan"	means the plan attached as Appendix 3
	"BCIS index"	means the All in Tender Price Index of the Building Costs Information Service of the Royal Institute of Chartered Surveyors
	"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)
	"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works Land clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence" , "Commencement" , "Commenced" shall be construed accordingly
	"Common Parts"	means all parts of the Land to be that are not intended to become adopted and maintainable at the public expense including but not limited to landscaped areas footpaths estate roads and land to be used as public open space from time to time provided or designated by the Management Company for the common or general use by or for the benefit of occupiers tenants or licensees of the Land and where appropriate their respective employees agents and licensees and all others from time to time authorised by the Management Company and to be maintained in accordance with Paragraph 2 of the First Schedule
	"Common Parts Scheme"	means a scheme to be submitted and approved by the Council prior to First Occupation of the first Dwelling Unit. The scheme is to include landscaping and green infrastructure on the Common Parts

"the Development"	means the development of the Land pursuant to the Planning Permission
"Dwelling Unit"	means a residential dwelling unit to be constructed on the Land pursuant to this Planning Permission and "Dwelling Units" shall be construed accordingly.
"Fire and Rescue Contribution"	means the sum of £873.00 (eight hundred and seventy three pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable to the County Council in accordance with paragraph 3 of the Second Schedule being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development and to be used towards the provision of additional fire safety equipment for vulnerable persons in West Sussex Fire Rescue Services Southern Area serving Angmering PROVIDED THAT should Commencement of Development take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics
"First Occupation"	means beneficial Occupation for any use for which the Proposed Development was designed other than Occupation for the purposes of construction, fitting out or marketing
"Index Linked"	means indexation adjusted in accordance with clause 14
"Interest Rate"	means the rate of 4% above the base rate from time to time of Lloyds Bank applicable at the date the relevant contribution under this Agreement is paid
"Land"	means land known as Land North of Mayflower Way Angmering BN16 4AY shown on the Location Plan for identification purposes attached hereto as Appendix 2 and being registered at the Land Registry under the titles WSX125334 WSX113756 and WSX375116
"Libraries Contribution"	means the sum £10,898.00 (ten thousand eight hundred and ninety eight pounds) <i>which is calculated using current occupancy rates from census statistics published by the Office for National Statistics</i> payable to the County Council in accordance with Paragraph 3 Second Schedule of this Agreement being a financial contribution towards the costs of providing the

		additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards the upgrading of digital services at Angmering Library PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics
	"Location Plan"	means the plan attached as Appendix 2
	"Management Company"	means a management company incorporated by the Owner to hold the freehold interest in the Common Parts
	"Mayflower Park Contribution"	means the sum of £30,000.00 (thirty thousand pounds) and paid to the Council in accordance with Paragraph 5 of the Schedule 1 to contribute to improvements at Mayflower Park
	"Monitoring Fees"	means a contribution of the sum of £1200.00 (one thousand two hundred pounds) towards the Council's costs in monitoring compliance with this deed.
	"NPPF"	means the National Planning Policy Framework in force at the time that this Agreement is completed or at the time any appeal is determined
	"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security occupations
	"Parish Council"	Angmering Parish Council of Corner House The Square Angmering Littlehampton BN16 4EA
	"Plan"	means the Plan attached as Appendix 2
	"Planning Application"	means the application for Planning Permission under A/46/19/PL.
	"Planning Permission"	means a planning permission for the Proposed Development granted pursuant to the Application in the form of the draft attached to this agreement as Appendix 1
	"Primary Education Contribution"	means the sum of £104,125.00 (one hundred and four thousand one hundred and twenty five pounds) <i>which is calculated using current occupancy rates from census statistics published by the Office for National Statistics</i> and payable to the County Council in accordance with paragraph 1 of the Second Schedule of this Agreement being a financial contribution towards the cost of providing the additional education infrastructure required to

		accommodate the extra demands for primary education services that would be generated by the Development and to be used towards additional facilities at St Margaret's CofE Primary School PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics
	"Proposed Development"	means the Development of the Land pursuant to the Planning Permission
	"RICS"	means the Royal Institute of Chartered Surveyors
	"RPI Index"	means the Retail Price Index All Items Index Published by the Office for National Statistics or any successor organisation
	"Secondary Education Contribution"	means the sum of £112,059.00 (one hundred and twelve thousand and fifty nine pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable to the County Council in accordance with paragraph 2 of the Second Schedule of this Agreement being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development and to be spent on fixtures, fittings and equipment at phase 2 of the new secondary school serving Arun PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics
	"Sixth Form Contribution"	means the sum of £26,252.00 (twenty six thousand two hundred and fifty two pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and paid to the County Council in accordance with paragraph 5 of the Second Schedule being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for sixth form education services that would be generated by the Development and to be used towards additional equipment at The Angmering School Sixth Form PROVIDED THAT should First Occupation of the first Dwelling Unit take place after 2021, the sum shall be

		re-calculated using the latest published census statistics published by the Office for National Statistics
	"Specified Date"	means the date upon which a financial obligation is required to be paid pursuant to this Agreement
	"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
	"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England
2. INTERPRETATION		
	2.1	Clause headings shall not affect the interpretation of this Agreement.
	2.2	A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
	2.3	A reference to a "company" shall include any company, corporation or other body corporate, where and however incorporated or established.
	2.4	Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
	2.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
	2.6	A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
	2.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
	2.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
	2.9	A reference to "writing" and "written" does not include fax or email.
	2.10	References to clauses and Schedules are to the clauses and schedules of this Agreement
	2.11	An obligation on a party not to do something includes an obligation not to allow that thing to be done

	2.12	Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.	
	2.13	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually	
3.	LEGAL BASIS		
	3.1	This Agreement constitutes a planning obligation for the purposes of Section 106 of the Act, Sections 111, Section 1 Localism Act 2011 and any other enabling powers	
	3.2	The covenants, restrictions and obligations contained in this Agreement 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 Land and their respective successors and assigns. To the extent that they fall outside of the scope of Section 106 of the Act the covenants and obligations herein are entered into by the parties pursuant to Sections 111, Section 1 Localism Act 2011 and all other enabling powers.	
	3.3	The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council and County Council (as appropriate) in accordance with Section 106 of the Act.	
	3.4	The Applicant acknowledges that the Land will be bound by the planning obligations contained in this Deed.	
4	CONDITIONALITY		
	4.1	This Agreement is conditional upon:	
		4.1.1	the grant of the Planning Permission
		4.1.2	the Commencement of the Development
		save for the provisions of Clauses 3, 4, 8.1, 8.2, 16,17, 18 and 19 which shall come into effect immediately upon completion of this Agreement.	
	4.2	In the event that the Planning Application or any planning condition is subject to an appeal then each planning obligation in this Agreement is also conditional upon:	
		4.2.1	The Secretary of State or the planning inspector deciding the

		appeal being satisfied that it is;
	4.2.1.1	Necessary to make the Development acceptable in planning terms; and
	4.2.1.2	Directly related to the Development; and
	4.2.1.3	Fairly and reasonably related in scale and kind to the Development; and
	4.2.1.4	Complies, in all other respects with Regulation 122 of the CIL Regulations
	4.2.2	In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his Decision Letter that any individual planning obligation within the Agreement is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Agreement and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.
	4.3	In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owner shall be released any of the obligations in this Agreement that relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.
5	THE OWNERS' COVENANTS	
	5.1	The Owner covenants with the Council so as to bind the Land to perform the obligations as set out in First Schedule.
	5.2	The Owner covenants with the County Council so as to bind the Land to perform the obligations as set out in Second Schedule.
	5.3	The Owner covenants with the Council, and County Council to give at least 7 (seven) Working Days written notice to the Council, and the County Council of the date of Commencement and the date of First Occupation.
6	THE COUNCIL'S COVENANTS	
	6.1	The Council covenants with the Owner, and the County Council as set out

		in the Third Schedule.
7	THE COUNTY COUNCIL'S COVENANTS	
	7.1	The County Council covenants with the Owner, and the Council as set out in the Fourth Schedule.
8.	MISCELLANEOUS	
	8.1	The Owner shall pay to the Council on completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement
	8.2	The Owner shall pay to the County Council on completion of this Agreement the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement
	8.3	No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
	8.4	This Agreement shall be registrable as a local land charge by the Council.
	8.5	Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council, or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
	8.6	Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owners' request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
	8.7	Insofar as any clause or clauses of this Agreement 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 Agreement.
	8.8	This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
	8.9	Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of

		this Agreement.
	8.10	Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority
9	EXCLUSIONS OF LIABILITY	
	9.1	No person shall be liable for any breach of any of the obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
	9.2	No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.
	9.3	This Agreement shall not be enforceable against any owner, occupier or tenant of any Dwelling Unit constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
	9.4	The obligations in this Agreement shall not bind or be enforceable against any mortgagee, chargee or any successor in title to such mortgagee chargee or receiver.
	9.5	Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Agreement that occurs prior to the mortgagee taking possession of the land
	9.6	The obligations in this Agreement shall not bind or be enforceable against any statutory undertaker who has or takes in the future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development
10	WAIVER	
		No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11	CHANGE IN OWNERSHIP	
	The Owner agrees with the Council and County Council to give the Council and County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of Occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the Council of any change of ownership affecting a Dwelling Unit.	
12	FUTURE SECTION 73 CONSENTS	
	12.1	Subject to clauses 12.2 to 12.5 below, if any Section 73 Consent is granted after the date of this Agreement:
	12.1.1	the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
	12.1.2	the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;
	12.2	nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
	12.3	to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;
	12.4	the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Agreement; and
	12.5	the Council reserves the right to insist upon the completion of a separate planning obligation by Agreement of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.
13	INDEX LINKED	

13.1	Unless there is an express provision to the contrary the Owner agrees with the Council that any sum payable by the Owner and referred to in Schedule 1 shall be increased by the application of the following formula: $A = (B \times C) \text{ divided by } D$		
Where	A	is the sum actually payable on the Specified Date	
	B	is the original sum mentioned in this Agreement	
	C	is the RPI Index for the month two months before the Specified Date	
	D	is the RPI Index for the month two months before the date that Planning Permission is granted	
	C/D	is equal to or greater than 1	
13.2	Unless there is an express provision to the contrary the Owner agrees with the County Council that any sum payable by the Owner and referred to in Schedule 2 shall be increased by the application of the following formula: $A = (B \times C) \text{ divided by } D$		
Where	A	is the sum actually payable on the Specified Date	
	B	is the original sum mentioned in this Agreement or such sum as may have been recalculated where Commencement of Development occurs after 2021	
	C	is the BCIS Index for the quarter preceding the Specified Date	
	D	is the BCIS Index for the quarter preceding the date that Planning Permission is granted or where Commencement of Development occurs after 2021 the BCIS Index for the final quarter of 2021	
	C/D	is equal to or greater than 1	
13.3	Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owner in writing.		
14	INTEREST		
	If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment applying the Interest Rate		
15	VAT		
	All consideration given in accordance with the terms of this Agreement shall be		

	exclusive of any value added tax properly payable.
16	NOTICES
16.1	A notice or other communication to be given under or in connection with this Agreement must be in writing and must be:
16.1.1	delivered by hand; or
16.1.2	sent by pre-paid first class post or other next working day delivery service.
16.2	Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:
16.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;
16.2.2	to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number: A/46/19/PL
16.2.3	to the Owner at: Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ
16.2.4	to the Applicant at Victoria House 14 St John's Road Hedge End Southampton SO30 4AB
16.3	Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:
16.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;
16.3.2	if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.
16.4	A notice or other communication given under this Agreement shall not be validly given if sent by email.

	16.5	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
17	JURISDICTION	
	This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non exclusive jurisdiction of the courts of England.	
18	DISPUTES	
	Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any other statutory modification or re-enactment for the time being in force	
19	DELIVERY	
	The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.	

FIRST SCHEDULE		
The Owner Covenants with the Council		
The Owner covenants with the Council as follows:		
1	Affordable Housing Contribution	
1.1	Prior to the Commencement of Development to pay to the Council 100% of the Affordable Housing Contribution.	
1.2	Not to cause or permit Commencement of Development until 100% of the Affordable Housing Contribution has been paid to the Council.	
2	Common Parts	
2.1	To submit to the Council a Common Parts Scheme to be agreed with the Council prior to First Occupation of the First Dwelling Unit.	
2.2	Not to cause or permit First Occupation of the First Dwelling Unit prior to acceptance of the Common Parts Scheme.	
2.3	Prior to First Occupation of the 24 th Dwelling Unit to provide the Common Parts in line with the Common Parts Scheme.	
2.4	Not to cause or permit First Occupation of the 24 th Dwelling Unit prior to provision of the Common Parts in line with the Common Parts Scheme.	
2.5	To ensure all costs associated with the Common Parts will be paid by the Management Company and/or Owner.	
2.6	To ensure the Common Parts are continued to be managed, maintained and safeguarded by the Owner and/or Management Company in perpetuity.	
3.	Trees	
3.1	To ensure any lease, licence, transfer deed or any other form of disposal of a Dwelling Unit will contain a restrictive covenant prohibiting the removal of any trees on the Land.	
3.2	To provide to the Council on written request a copy of any transfer deed, licence lease or any other form of disposal for any of the Dwelling Units to evidence the restrictive covenant stated in 3.1.	
3.3	To replace any trees on the Common Parts on the Land which die, are removed or become seriously damaged or diseased unless the Council gives written consent to any variation.	
3.4	To replace trees in the Common Parts as necessary under clause 3.3 during the planting season between November and February of the year	

		the trees are deemed to be dead, removed, damaged or seriously diseased unless the Council gives written consent to any variation.
	3.5	To write to the Council prior to replacing any trees in line with 3.3 to ensure the proposed trees to be planted meet the requirements of the Tree Preservation Officer for the time being of the Council, such requirements to be agreed between the Owner and/or Management Company and the Council.
	3.6	To comply with the covenants set out in 3.1 – 3.5 in perpetuity.
	4. Monitoring Fee	
	4.1	To pay to the Council on Commencement of Development the Monitoring Fee
	5. Mayflower Park Contribution	
	5.1	Prior to the First Occupation of the 20 th Dwelling Unit to pay to the Council the Mayflower Park Contribution
	5.2	Not to cause or permit the First Occupation of the 20 th Dwelling Unit before the Mayflower Park Contribution has been paid to the Council.

SECOND SCHEDULE

The Owner Covenants with the County Council

The Owner covenants with the County Council as follows:

1	Primary Education Contribution	
1.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Primary Education Contribution.	
1.2	Not to cause or permit the First Occupation of the first Dwelling Unit to occur before the Primary Education Contribution has been paid to the County Council.	
2	Secondary Education Contribution	
2.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Secondary Education Contribution.	
2.2	Not to cause or permit the First Occupation of the first Dwelling Unit to occur before the Secondary Education Contribution has been paid to the County Council.	
3	Library Contribution	
3.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Library Contribution.	
3.2	Not to cause or permit the First Occupation of the first Dwelling Unit to occur before the Library Contribution has been paid to the County Council.	
4	Fire and Rescue Contribution	
4.1	Prior to Commencement of the Development to pay to the County Council the Fire and Rescue Contribution.	
4.2	Not to cause or permit the Commencement of the Development to occur before the Fire and Rescue Contribution has been paid to the County Council.	
5	Sixth Form Contribution	
5.1	Prior to First Occupation of the first Dwelling Unit to pay to the County Council the Sixth Form Contribution.	
5.2	Not to cause or permit the First Occupation of the first Dwelling Unit before the Sixth Form Contribution has been paid to the County Council.	

THIRD SCHEDULE

Council Covenants

The Council covenants with the Owner as follows:

1. Affordable Housing Contribution

1.1 Upon receipt of 100% of the Affordable Housing Contribution under paragraph 1 of the First Schedule it will offer to pay the Affordable Housing Contribution to the ACLT by way of deed of agreement for the provision of Affordable Housing on the ACLT Land PROVIDED THAT in the event that the ACLT does not accept that offer within 1 year then the Council will hold the Affordable Housing contribution in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the provision of Affordable Housing in the parish of Angmering

1.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Affordable Housing Contribution to issue to the party that paid the Affordable Housing Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the Council detailing how the Affordable Housing Contribution has been expended by the Council

1.3 If or to the extent that any of the Affordable Housing Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the Affordable Housing Contribution any unexpended part of any of Affordable Housing Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Affordable Housing Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the Affordable Housing Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Affordable Housing Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Affordable Housing Contribution in the manner set out in paragraph 1.3 of this Schedule

2. Mayflower Park Contribution

2.1 Upon receipt of 100% of the Mayflower Park Contribution under paragraph 5 of the First Schedule it will offer the Mayflower Park Contribution to the Parish Council by way of deed of agreement for the

		contribution to improvements at Mayflower Park on the Land PROVIDED THAT in the event that the Parish does not accept that offer within 1 year then the Council will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	2.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Mayflower Park Contribution to issue to the party that paid the Mayflower Park Contribution an account certified by the Council detailing how the Mayflower park Contribution has been expended.
	2.3	If or to the extent that any of the Mayflower Park Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the Mayflower Park Contribution any unexpended part of any of Mayflower Park Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	2.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Mayflower Park Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the Mayflower Park Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Mayflower park Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Mayflower Park Contribution in the manner set out in paragraph 1.3 of this Schedule

FOURTH SCHEDULE

County Council Covenants

The County Council covenants with the Owner as follows:

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

		paid the Secondary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.
	2.3	If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the Secondary Education Contribution any unexpended part of any of the Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	2.4	If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 2.3 of this Schedule.
3	Library Contribution	
	3.1	Upon receipt of the Library Contribution under paragraph 4 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	3.2	Upon written request on or after ten (10) years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.
	3.3	If or to the extent that any of the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the Library Contribution any unexpended part of any of Library Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of

		the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	3.4	If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the Library Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 3.3 of this Schedule.
4	Fire and Rescue Contribution	
	4.1	Upon receipt of the Fire and Rescue Contribution under paragraph 5 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	4.2	Upon written request on or after ten (10) years of the date of receipt of the Fire and Rescue Contribution to issue to the party that paid the Fire and Rescue Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Contribution has been expended by the County Council.
	4.3	If or to the extent that any of the Fire and Rescue Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 4.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Contribution any unexpended part of any of the Fire and Rescue Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	4.4	If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Fire and Rescue Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Contribution in the manner set out in paragraph 4.2 of this

		Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 4.3 of this Schedule.
5	Sixth Form Contribution	
	5.1	Upon receipt of the Sixth Form Contribution under paragraph 6 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	5.2	Upon written request on or after ten (10) years of the date of receipt of the Sixth Form Contribution to issue to the party that paid the Sixth Form Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Sixth Form Contribution has been expended by the County Council.
	5.3	If or to the extent that any of the Sixth Form Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall on such date refund to the party that paid the Sixth Form Contribution any unexpended part of any of Sixth Form Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	5.4	If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Sixth Form Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Sixth Form Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Sixth Form Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 5.3 of this Schedule.

APPENDIX 1
DRAFT PLANNING PERMISSION



Town & Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order
2015

Application for Planning Permission

DECISION NOTICE

Application Ref: A/46/19/PL

DRAFT

1 To Addressee

MatPlan Limited
7 Siskin Gate
Bracknell
RG12 8BF

2 Site Address

Land North of Mayflower Way
Angmering
BN16 4AY

3 Description of Development

Erection of 24 No. dwellings with garaging & open resident & visitor parking with new access from Mayflower Way. Provision of hard & soft landscaping & open space, foul & surface water drainage systems & other associated works.

- 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:

1701:1.01 Location Plan
1701:2.10 Site Plan
1701:2.11 Floor Plans
1701:2.12 Elevations Sheet 1 of 2
1701:2.13 Elevations Sheet 2 of 2
1701:2.14 Street Elevations
1701:2.15 Cycle Store

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy D DM1 of the Arun Local Plan.

- 3 No development shall commence until the vehicular access serving the development has been constructed in accordance with the approved planning drawing.

Reason: In the interests of road safety and to accord with approved policy in accordance with policy D DM1 of the Arun Local Plan.

- 4 No part of the development shall be first occupied until visibility splays of 2.4 metres by 43 metres have been provided at the proposed site vehicular access onto Mayflower Way in accordance with the approved planning drawings. Once provided the splays shall thereafter be maintained and kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.

Reason: In the interests of road safety in accordance with policies D DM1 and TSP1 of the Arun Local Plan.

- 5 The buildings shall not be occupied until the parking spaces/turning facilities/and garages shown on the submitted plans have been provided and constructed. The areas of land so provided shall not thereafter be used for any purpose other than the parking/turning/and garaging of vehicles.

Reason: To ensure that adequate and satisfactory provision is made for the accommodation of vehicles clear of the highways in accordance with policies D DM1 and TSP1 of Arun Local Plan.

- 6 The buildings shall not be occupied until the cycle parking stores shown on the submitted plans have been provided and constructed. The stores so provided shall be retained in perpetuity and used for the parking of cycles.

Reason: To ensure that adequate and satisfactory provision is made for the accommodation of vehicles clear of the highways in accordance with policy TSP1 of Arun Local Plan.

- 7 The development shall proceed in accordance with the mitigation referred to in the Reptile Presence/ Absence Survey Report (Oct 2017) submitted with the application.

Reason: In the interests of biodiversity to accord with policy ENV DM5 of Arun Local Plan.

- 8 No plant or machinery shall be operated, 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: In order to safeguard the amenity of nearby residential properties in accordance with policy D DM1 of Arun Local Plan .

- 9 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 E3 - Suburban.

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

- 10 No development above damp proof course (DPC) level shall take place unless and until a schedule of materials and finishes to be used for external walls and roofs of the proposed buildings have been submitted to and approved by the Local Planning Authority and the materials so approved shall be used in the construction of the buildings.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a building of visual quality in accordance with policy DDM1 of the Arun Local Plan.

- 11 The dwellings shall not be occupied unless and until the applicant has submitted a scheme for approval by the Local Planning Authority to demonstrate that the houses will incorporate decentralised, renewable and low carbon energy supply systems and use sustainable construction methods. The approved scheme shall thereafter be implemented prior to occupation

of the dwelling and any approved renewable energy supply systems shall be permanently retained & maintained in good working order thereafter.

Reason: To ensure that the development is energy efficient, and in accordance with policy ECC SP2 of the Arun Local Plan

- 12 Before first occupation of any dwelling where unacceptably high levels of noise are likely to be experienced, then post validation testing shall be undertaken by a competent person to determine compliance with the acoustic report and BS 8233. This must be submitted to and agreed in writing with the Local Planning Authority prior to occupation.

Reason: In order to safeguard the amenity of local residents in accordance with Policy QE SP1 of Arun Local Plan .

- 13 Prior to commencement of development details of how the hedgerows on site, which are used by bats for commuting and foraging, are to be retained and enhanced for bats shall be submitted to and approved by the Local Planning Authority. These shall include a buffer strip around the hedgerows (5m) and fencing during construction to be used to ensure this area is undisturbed. Any gaps should also be filled in using native hedge species to improve connectivity. The development shall proceed in accordance with the details so approved.

Reason: In the interests of biodiversity to accord with policy ENV DM5 of Arun Local Plan.

- 14 The development shall not proceed until details have been submitted to and approved in writing by the Local Planning Authority for any proposals: to discharge flows to watercourses; or for the culverting, diversion, infilling or obstruction of any watercourse on or adjacent to the site. Any discharge to a watercourse must be at a rate no greater than the pre-development run-off values. No construction is permitted, which will restrict current and future land owners from undertaking their riparian maintenance responsibilities in respect to any watercourse or culvert on or adjacent to the site.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W DM1, W DM2 and W DM3 of the Arun Local Plan. And to ensure that the duties and responsibilities, as required under the Land Drainage Act 1991, and amended by the Flood and Water Management Act 2010, can be fulfilled without additional impediment following the development completion. It is considered necessary for this to be a pre-commencement condition to protect existing watercourses prior to the construction commencing.

- 15 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 or 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 W DM1, W DM2 and W DM3 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.

- 16 Prior to the commencement of development 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 policies QE SP1 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.

- 17 Prior to commencement of 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 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 QE SP1 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.

- 18 No development shall commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,

- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- details of public engagement both prior to and during construction works.
- An indicative programme for carrying out the works
- The arrangements for public consultation and liaison during the construction works.

- 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.
- Detail of any flood lighting, including location, height, type and direction.

Reason: In the interests of highway safety and the amenities of the area in accordance with policies D DM1 and TSP1 of the Arun Local Plan.

- 19 Prior to commencement of development an Acoustic Report which identifies noise sources in the vicinity of the new homes and appropriate mitigation measures shall be submitted to and approved by the Local Planning Authority. The scope and extent of such a report should be agreed with the Planning Authority before its commission. The works shall proceed in accordance with the details so approved and noise mitigation measures shall be provided prior to occupation and retained in perpetuity. Noise measurement shall be carried out and submitted to the Local Planning Authority for approval before occupation of any residential unit in order to demonstrate the effectiveness of such mitigation works.

Reason: To protect the amenity of local residents in accordance with Policy QE SP1 of Arun Local Plan.

- 20 Prior to occupation of any of the dwellings, a scheme for the provision of facilities to enable the charging of electric vehicles to serve the approved dwellings shall be submitted to the Local Planning Authority for approval and thereafter implemented in accordance with the approved details and the charge points shall thereafter be permanently retained and maintained in good working condition.

Reason: New petrol and diesel cars/vans will not be sold beyond 2040, and to mitigate against any potential adverse impact of the development on local air quality, in accordance with policy QE DM3 (c) of Arun Local Plan, the Arun District Council Electric Vehicle Infrastructure Study (November 2017) and the National Planning Policy Framework.

- 21 No development above damp proof course shall take place until details of Wildflower meadow planting to be incorporated within the scheme have been submitted to and approved by the Local Planning Authority:

The details so approved shall be provided prior to occupation of the dwelling

Reason: In the interests of biodiversity in accordance with policy ENV DM5 of Arun Local Plan.

- 22 No development above damp proof course shall take place until details of the following wildlife habitats and enhancements have been submitted to and approved by the Local Planning Authority:

- bat and bird boxes installed onsite
- log piles provided on site
- Incorporation of gaps at the bottom of the fences to allow movement of small mammals across the site.

The boxes/gaps/log piles so approved shall be provided prior to occupation of the dwellings and retained in perpetuity.

Reason: In the interests of protected species in accordance with policy ENV DM5 of Arun Local Plan.

INFORMATIVE: Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The percolation tests must be carried out in accordance with BRE365, CIRIA R156 or a similar approved method and cater for the 1 in 10

year storm between the invert of the entry pipe to the soakaway, and the base of the structure. It must also have provision to ensure that there is capacity in the system to contain below ground level the 1 in 100 year event plus 40% on stored volumes, as an allowance for climate change. Adequate freeboard must be provided between the base of the soakaway structure and the highest recorded annual groundwater level identified in that location. Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest winter groundwater table in support of the design. The applicant is advised to discuss the extent of groundwater monitoring with the Council's Engineers.

Supplementary guidance notes regarding surface water drainage are located here

<https://www.arun.gov.uk/surfacewater> on Arun District Councils website. A surface water drainage checklist is available here <https://www.arun.gov.uk/drainagechecklist> on Arun District Councils website, this should be submitted with a Discharge of Conditions Application.

INFORMATIVE: Under Section 23 of the Land Drainage Act 1991 Land Drainage Consent must be sought from the Lead Local Flood Authority (West Sussex County Council), or its agent (Arun District Council land.drainage@arun.gov.uk), prior to starting any works (temporary or permanent) that affect the flow of water in an ordinary watercourse. Such works may include culverting, channel diversion, discharge of flows, connections, headwalls and the installation of trash screens.

The development layout must take account of any existing watercourses (open or culverted) to ensure that future access for maintenance is not restricted. No development is permitted within 3m of the bank of an ordinary watercourse, or 3m of a culverted ordinary watercourse.

INFORMATIVE : A formal application for connection to the public sewerage system is required in order to service this development, please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk. Please read our New Connections Services Charging Arrangements documents which is available to read on our website via the following link <https://beta.southernwater.co.uk/infrastructurecharges>.

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.

INFORMATIVE: The lighting scheme for the site will need to take into consideration the presence of bats in the local area and the scheme should minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding unnecessary artificial light spill through the use of directional light sources and shielding.

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.

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.

INFORMATIVE: You are advised that the submitted Noise Report should:

a) identify all noise sources in the vicinity, also taking into account the planned for road widening scheme along the A259 and adjacent existing business uses, including a permitted new vehicle workshop, yet to be built. Environmental noise monitoring shall take place over a period of not less than 5 days to include a week end and any BS 4142 investigation shall include full onsite logging of weather conditions as required by this

standard. Night time measurement shall be required together with full audio monitoring which will be made available to the Environmental Health Department alongside all raw data, in this way to allow identification of individual episodes of dog barking. A scheme shall then be provided to demonstrate that the internal ambient noise levels within residential units will conform with the 'indoor ambient noise levels for dwellings' guideline values stated in BS 8233: 2014 Guidance on Sound Insulation and Noise Reduction for Buildings' and WHO. b) demonstrate that the external noise levels within the curtilage of the residential units will conform to the 'design criteria for external noise' upper guidance level of 55dB LAeq, T, as specified within BS 8233: 2014 Guidance on Sound Insulation and Noise Reduction for Buildings and WHO.

Should it be the case that any residential unit cannot comply with the required standards as described in BS 8233: 2014 Guidance on Sound Insulation and Noise Reduction for Buildings' and WHO, then consideration must be given to reorientation of buildings to achieve the desired effect in respect of ProPG:

Planning and Noise 2017 and failing this, to The Agent of Change Principle, paragraph 182, National Planning Policy Framework (NPPF2) 2019 with the aim to protect the amenity of pre-existing businesses



Neil Crowther
Group Head of Planning

Case Officer: Mrs A Gardner

Decision Issued:

Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, and you want to appeal against this planning application decision, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against this planning application decision, then you must do so within 28 days of the date of service of the enforcement notice, or within 12 weeks of the date of this notice, whichever period expires earlier.

Otherwise, if you want to appeal against this decision then you must do so within 6 months of the date of this notice.

Appeals must be using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <http://acp.planninginspectorate.gov.uk>

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

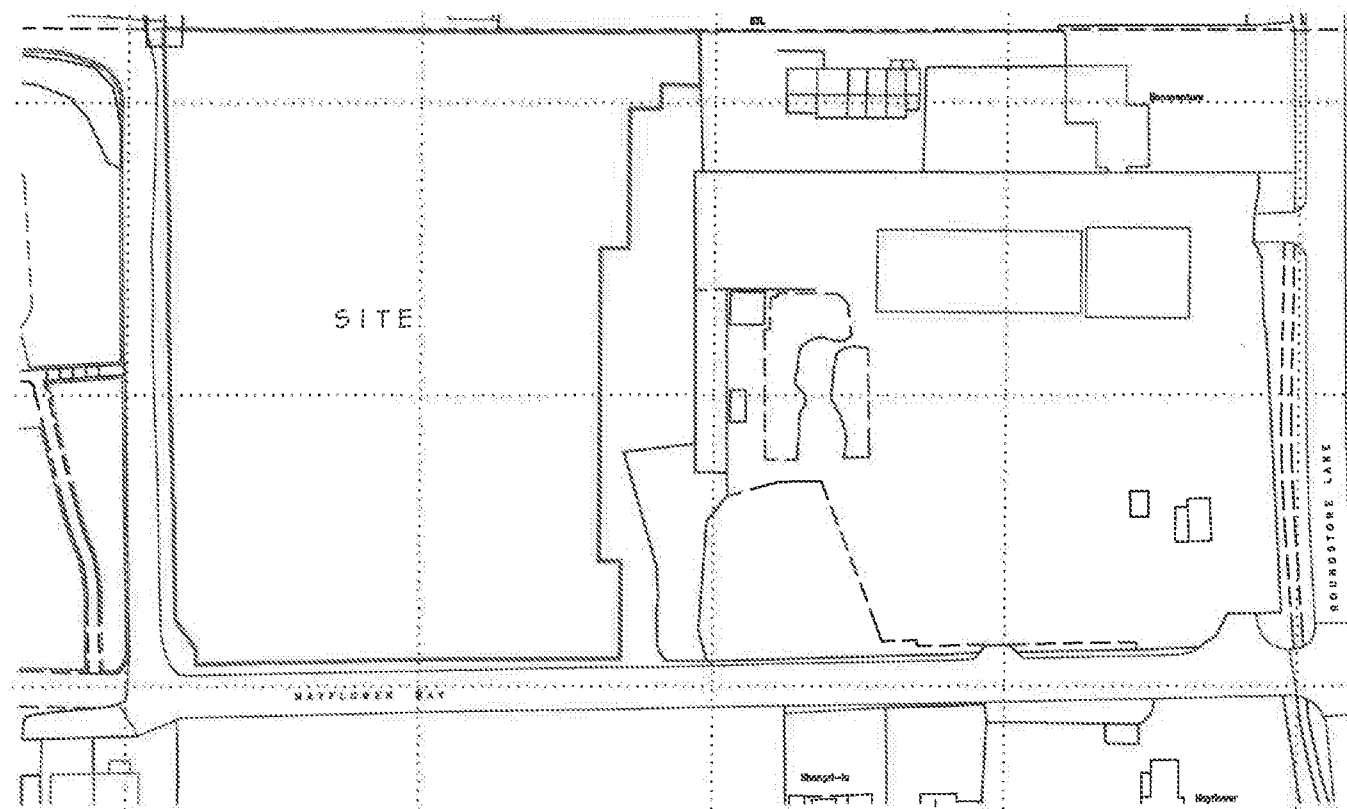
PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skips on highway land).

APPENDIX 2
LOCATION PLAN



Ordnance Survey (c) Crown Copyright 2014. All rights reserved. Licence number 100022432

0 10 20 m
1:1250 SCALE @ A3

CROSSLEY DESIGN
ARCHITECTURE

client

CRAYFERN HOMES

project

RESIDENTIAL DEVELOPMENT
LAND OFF MAYFLOWER WAY
ANGMERING, WEST SUSSEX
BN16 4AY

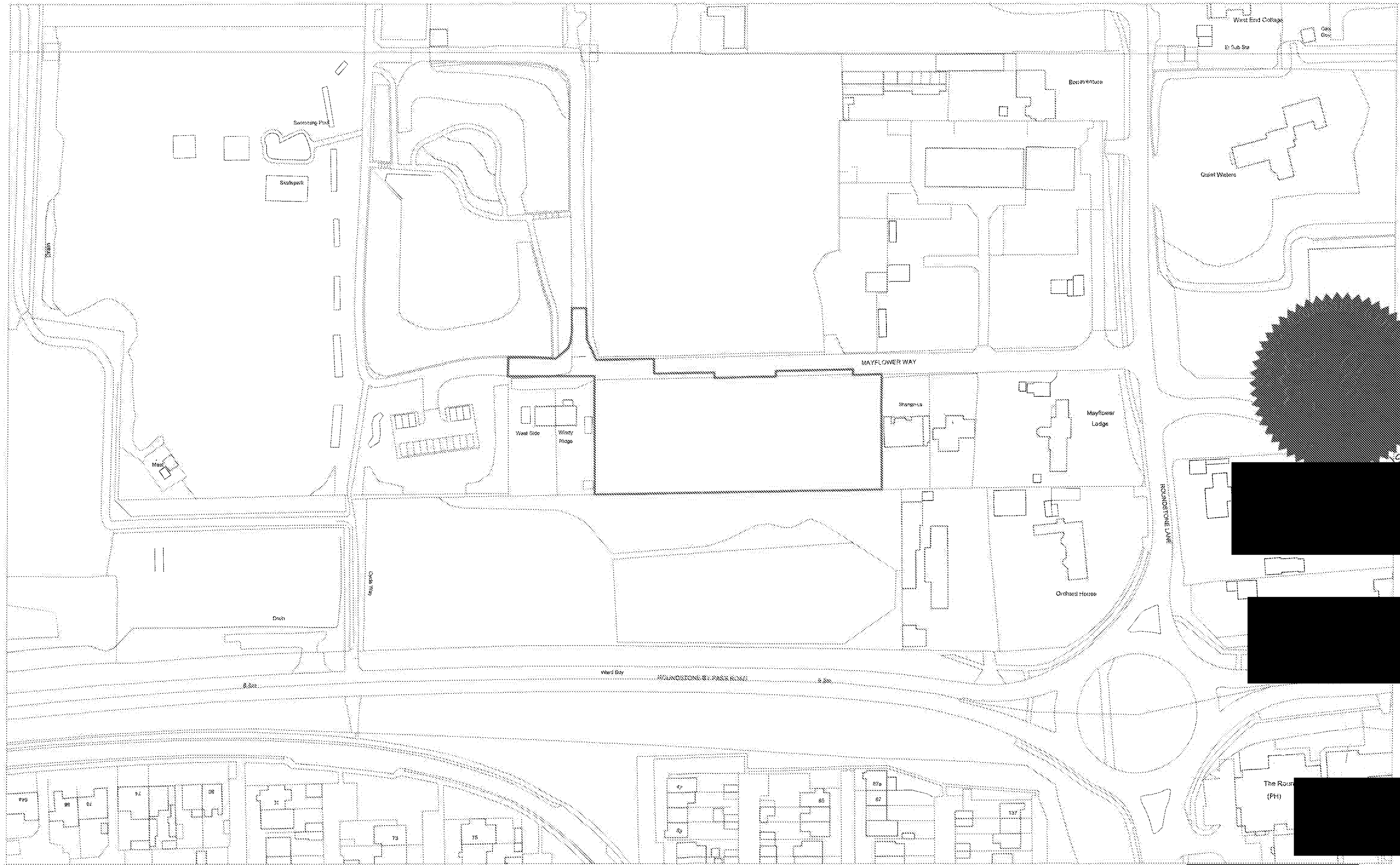
drawing

LOCATION PLAN

scale	date	job no.	drawing no.	rev.
1:1250 @A3	APRIL 18 1701	1.01	-	-

This drawing is the copyright of Crossley Design Architecture

APPENDIX 3
ACLT LAND PLAN



R A B B L E Place Limited ©

Rev	Date	By	Revision Note
01	25/04/18	WA	Updated development boundary

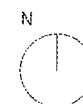
16 Shackleton Lane
E8 2EZ
London

www.rabble.place
enquiries@rabble.place
+44 (0) 7778796328

Check all dimensions on site
Do not scale drawing
All dimensions in millimetres

ARUN DISTRICT COUNCIL A/219/17/PL

0 50 m



RABBLE

Project
Mayflower Way ACLT
Drawing
Location Plan

Drawn
WA

Date
8 th December 2017

Scale
1:1250 @ A3

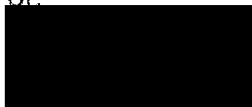
Project No.
18

Revision
01

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED BY AFFIXING with the COMMON SEAL
of ARUN DISTRICT COUNCIL

in the presence of:



Seal Book No: 17/2/20

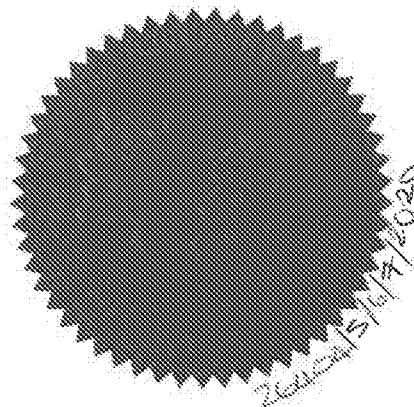
AUTHORISED SIGNATORY

PRINT NAME EDWARD O'BRIEN

JOB TITLE PROPERTY LAWYER

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL

in the presence of:



Seal Book No

Authorised Signatory

EXECUTED AS A DEED on behalf of
of CRAYFERN HOMES LIMITED

Acting through



A Director

in the presence of



Alan Green
Drennewyld, Sandy Lane, Lyndhurst.
Residential Developer.

~~in the presence of~~

SIGNED and DELIVERED
by PETER JOHN TAYLOR

as his Deed in the
presence of:

Witness Name:

RICHARD PURCELL

Witness Address:

Thomas Egger House Friary Lane
Chidester PO 19 1WF

Witness Occupation:

SOLICITOR

SIGNED and DELIVERED

by ANNE MARY TAYLOR

as his Deed in the
presence of:

Witness Name:

RICHARD PURCELL

Witness Address:

as above

Witness Occupation:

SOLICITOR

SIGNED and DELIVERED

by SEAN PATRICK TAYLOR

as his Deed in the

presence of:

Witness Name:

RICHARD PURCELL

Witness Address:

Witness Occupation:

as above

SIGNED and DELIVERED

by ANDREW JOSEPH TAYLOR

by his attorney

as his Deed in the

presence of:

Witness Name:

RICHARD PURCELL

Witness Address:

Witness Occupation:

as above