

DATED

1 June

2016

(1) ARUN DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

(3) CALA MANAGEMENT LIMITED

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990

relating to land at West End Nursery, Roundstone Lane, Angmering, Littlehampton BN16
4AX

PLANNING APPLICATION REFERENCE – A/144/15/PL

THIS AGREEMENT is made on

1 June

2016

BETWEEN:

1. **ARUN DISTRICT COUNCIL**, of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF (the "**District Council**");
2. **WEST SUSSEX COUNTY COUNCIL**, of County Hall, West Street, Chichester, West Sussex, PO19 1RG (the "**County Council**");
3. **CALA MANAGEMENT LIMITED** (Company Registration Number SCO13655) whose registered office is at Adam House 5 Mid New Cultins Edinburgh EH11 4DU (the "**Owner**")

BACKGROUND

- (A) For the purposes of the 1990 Act, the District Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement relating to its functions as a District Council.
- (B) The County Council is the local highway authority and local education authority for the purposes of the 1980 Act and the Education Acts respectively for the area within which the Site is located and is the person who is entitled to enforce the obligations contained in this Agreement relating to its functions as a County Council.
- (C) The Owner is the freehold owner of the Site free from encumbrances that would prevent the Owner entering into this Agreement.
- (D) On 30th March 2016 the District Council's planning committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.

The parties agree as follows:

1 DEFINITIONS

In this Agreement the following definitions apply:

"1980 Act"	the Highways Act 1980;
"1990 Act"	the Town and Country Planning Act 1990;
"Affordable Housing"	means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies such that it can be afforded by those whose incomes are insufficient for them to afford adequate housing locally on the open market.

**“Affordable Housing
Provider (AHP)”**

means either one or a combination of:

(a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the District Council as may be constituted under any legislation replacing that provision; or

(b) an unregistered provider of social housing approved by the District Council or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing Units and Land Speed Homes Limited (Co Registration number GB08726176) shall be deemed to be approved by the District Council as an unregistered provider of social for the purposes of this Deed;

**“Affordable Housing
Scheme”**

means a scheme for the provision of Affordable Housing Units which, subject to the provisions of paragraph 1.10 of the Second Schedule, shall include the following provisions:

(a) allocates no less than 20% (twenty per cent) of the Dwellings as Affordable Housing Units; and

(b) provides the Affordable Housing Units in accordance with the Affordable Housing Tenure Mix; and

(c) provides for the construction of the Affordable Housing Units in a mix of cluster sizes PROVIDED THAT each cluster size shall not exceed 15 Affordable Housing Units, (unless otherwise agreed with the District Council); and

(d) identifies the location of the Affordable Housing Units; and

(e) identifies the size and housing type of the Affordable Housing Units; and

(f) utilises design techniques an objective of which is, inter alia, that the Affordable Housing Units should be materially indistinguishable (in terms of outward design and appearance) from the Open Market Units of similar size; and

	(g) provides that a minimum of 10% of the Affordable Housing Units shall comply with the standards set out in the Lifetime Homes Standard as last revised on 5 July 2010;
"Affordable Housing Tenure Mix"	a mix of tenure type whereby 80% (eighty per cent) of the Affordable Housing Units shall be provided as Affordable Rent Units and the remaining 20% (twenty percent) of the Affordable Housing Units shall be Intermediate Housing, unless otherwise agreed with the District Council;
"Affordable Housing Units"	the 49 Dwellings which shall be provided as Affordable Housing on the Site pursuant to the Affordable Housing Scheme;
"Affordable Rent Units"	means those Affordable Housing Units that are to be provided on an affordable rent basis in accordance with the NPPF;
"All Requisite Consents"	all requisite consents orders agreements authorisations licences and permissions required to implement a scheme;
"Artificial Turf Pitches Contribution"	£15,554.00 towards the provision of artificial turf pitches to serve the Development
"Base Rate"	means the base rate from time to time of Bank of England PLC;
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development is carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, the provision of the pumping station and rising main, the remodelling of ground levels in accordance with the approved flood defence and SUDS strategy, the provision of contractors' offices and compounds and "Commence Development" shall be construed accordingly;

"Default Interest"	means 4% per annum above the Base Rate;
"Development"	the development of the Site authorised by the Planning Permission;
"Dwelling"	any dwelling to be constructed pursuant to the Planning Permission, comprising both Open Market Units and Affordable Housing Units and "Dwellings" shall be construed accordingly;
"Fire and Rescue Service Contribution"	the sum to be paid in accordance with paragraph 5 of the Third Schedule of this Agreement being a financial contribution to be used towards the re-development or re-location of fire stations and associated vehicles and equipment in West Sussex Fire and Rescue Services Southern area serving Angmering;
"Further Primary Education Contribution"	the sum payable in accordance with paragraph 1.20 of the Third Schedule of this Agreement being a financial contribution towards the cost of providing a new primary school in Angmering subject to the provisions of paragraph 4 of the Fifth Schedule;
"Healthcare Contribution"	the sum of £284,817.00 payable in accordance with paragraph 3 of the Second Schedule of this Agreement;
"Highway Works"	means the provision of the following on the existing public highway: (a) Works to provide suitable crossing facilities at Weavers Ring/Water Lane; and (b) Works to relocate and upgrade bus stop infrastructure with associated pedestrian footway improvements on Roundstone Lane which shall be more particularly detailed in the Highway Works Scheme
"Highway Works Scheme"	means a scheme for the detailed design and specification of the Highway Works taking into account Section 278 Plans (subject to any required amendments) and delivered in accordance with Paragraph 5 of the Third Schedule;

"Index"

means either (a) the Retail Prices Index (RPI) published by the Office for National Statistics in the case of the financial contributions payable to the District Council or (b) the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors in the case of contributions payable to the County Council;

"Index Linked"

means increased in accordance with the following formula such indexation shall only be applied in circumstances where the Index at the date of payment stands at a higher level than it did at the date of the Planning Permission

$$A \times (C/B)$$

Where:

A = the contribution amount

B = means either (a) the last Index figure published prior to the grant of Planning Permission in the case of contributions payable to the District Council or (b) the figure for March 2014 in the case of contributions payable to the County Council

C = the last Index figure published prior to the date that payment of the relevant contribution has been made;

"Intermediate Housing"

means homes for sale and rent provided at a cost above social rent, but below market levels subject to the criteria in the Affordable Housing definition. These can include shared equity (shared ownership and equity loans), other low cost homes for sale and intermediate rent, but not affordable rented housing and "Intermediate Units" shall be construed accordingly.

"Library Contribution"

the sum to be paid in accordance with paragraph 2 of the Third Schedule of this Agreement being a financial contribution to be used towards improvements to the Angmering Library;

"Local Highway Improvements"

means the following works:

- * a traffic calming scheme for the village of Angmering; and

	• improvements to Footpath 2146 Honey Lane to include surfacing;
"Local Highway Improvements Contribution"	the financial contribution payable in accordance with paragraph 4 of the Third Schedule of this Agreement being a financial contribution to be paid to the County Council to be used towards the cost of providing the Local Highway Improvements;
"Management Company"	means the private limited company to be established (if applicable) by the Owner to be responsible for the maintenance and management of the Public Open Space unless otherwise agreed by the Council
"Monitoring Sum"	the sum of £700 (seven hundred pounds);
"NPPF"	means the National Planning Policy Framework together with any subsequent provisions which either replace or supercede the National Planning Policy Framework;
"Occupation"	means occupation of any Dwelling comprised within the Development for residential purposes and Occupy and Occupied shall be construed accordingly;
"Open Market Units"	means those Dwellings for sale lease or other disposal on the open market and excluding the Affordable Housing Units;
"Open Space Scheme"	a scheme which (a) contains the design and detailed specification of the 3.014 hectares of Public Open Space to be provided as part of the Development; and (b) specifies the manner in which the Public Open Space shall be provided including the details for the laying out, servicing and planting that is required in order to complete the provision of the Public Open Space; and (c) details how the Public Open Space will be managed and maintained after it has been completed;
"Outdoor Fitness"	means the sum of £20,490.00 towards the

Contribution"	management and maintenance of outdoor fitness Equipment;
"Plan"	followed by a number means the plan attached to this Agreement at Appendix 3 and so marked;
"Planning Application"	an application for planning permission for the carrying out of the Development carrying the reference A/144/15/PL;
"Planning Permission"	the planning permission granted pursuant to the Planning Application substantially in the form set out in the First Schedule;
"Police Contribution"	the sum of £67,492.00 payable in accordance with paragraph 4 of the Second Schedule of this Agreement;
"Primary Education Contribution"	the sum payable in accordance with paragraph 1.11, 1.13 and 1.15 5 of the Third Schedule of this Agreement being a financial contribution to be used towards the cost of providing a new school within the southern part of the village of Angmering;
"Public Art Contribution"	£14,268.00 referred to in this deed;
"Public Open Space"	the open space to be provided as part of the Development which shall (unless otherwise agreed with the District Council in writing) provide 3.014 hectares of open space/green space/landscaping/retention pond and associated landscaping and shall include; I. 1 x Local Area of Play (minimum area of 100 square metres); and II. 1 x Neighbourhood Equipped Area of Play (minimum area of 465 square metres);
"Secondary Education Contribution"	the sum payable in accordance with paragraph 1.1, 1.3 and 1.5 of the Third Schedule of this Agreement being a financial contribution to be used towards additional facilities at The Angmering School;
"Site"	the land shown edged in red on Plan 1 being land at Roundstone Lane, Angmering, Littlehampton BN16 4AX which is registered at HM Land Registry under Title Number WSX31476;
"Sixth Form Education"	the sum payable in accordance with paragraph 1.6,

Contribution"	1.8 and 1.10 of the Third Schedule of this Agreement being a financial contribution to be used towards additional sixth form facilities at The Angmering School;
"Sports Halls and Community Buildings Contribution"	the sum of £133,258.00 payable in accordance with paragraph 5 of the Second Schedule of this Agreement;
"Sports Pitches Contribution"	the sum of £ 492,000.00 payable in accordance with paragraph 6 of the Second Schedule of this Agreement towards the cost of acquiring land for 2 sports pitches, parking and pavilion within Angmering;
"Strategic Highway Contribution"	the sum payable in accordance with paragraph 3 of the Third Schedule of this Agreement being a financial contribution to be used towards delivery of the Strategic Highway Improvements;
"Strategic Highway Improvements"	the following schemes to be delivered by the County Council using the Strategic Highway Contribution: (i) traffic calming works along Roundstone Lane; (ii) improvement works to the A280/Water Lane Junction; and (iii) improvement link works to the A259 as identified in the "A259 Route Improvement Study" (by Parsons Brinkerhoff, dated February 2013) at the following locations: Link improvements - * link between Station Road Roundabout (Junction 9 of the A259) and the Roundstone Lane Roundabout (Junction 10 of the A259) (the A259 Roundstone Bypass Road, western section); * link between Roundstone Lane Roundabout (Junction 10 of the A259) and the A280 Roundabout (Junction 11 of the A259) (the A259 Roundstone Bypass Road, eastern section);
"Swimming Pools"	the sum of £103,422.00 payable in accordance with

Contribution"

paragraph 7 of the Second Schedule of this Agreement.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 Subject to clause 4, references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act Sections 111 and 135 Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 Subject to the terms of this Deed, 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 the Owner in the Site and its successors in title and assigns.
- 3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the District Council and the County Council as appropriate in accordance with Section 106 of the 1990 Act.

4 EXCLUSIONS OF LIABILITY

4.1 Notwithstanding any other provision of this Deed, the obligations under this Deed shall not be binding upon or enforceable against:

4.1.1 any mortgagee of any tenant or person to whom an Affordable Housing Provider grants a shared ownership lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver; or

4.1.2 any person to whom a shared ownership lease of an Affordable Housing Unit is granted; or

4.1.3 any person who has acquired either a reversionary interest or a new lease in an Affordable Housing Unit pursuant to the terms of a shared ownership lease; or

4.1.4 any Affordable Housing Provider (save in relation to obligations, undertakings and liabilities in respect of the Affordable Housing Units as set out in paragraph 1 of the Second Schedule) or any mortgagee, chargee or receiver appointed by a mortgagee or chargee, or any successors in title to such mortgagee, chargee or receiver of an Affordable Housing Provider, save in relation to the obligations set out in paragraph 1 of the Second Schedule; or

4.1.5 any statutory undertaker as defined under S262 of the 1990 Act or other person who acquires any part of the Site or interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

4.2 Notwithstanding any other provision of this Deed, no purchasers, mortgagees, chargees, lessees or occupiers of any Dwelling shall be responsible for:

4.2.1 any financial obligations payable under this Deed; and/or

4.2.2 any obligations, undertakings and liabilities in respect of the Affordable Housing Units (save those obligations set out in paragraph 1.8 of the Second Schedule); and/or

4.2.3 any obligations, undertakings and liabilities in relation to the construction of the Highway Works; and/or

4.2.4 any obligations, undertakings and liabilities in relation to the provision and/or maintenance of Public Open Space or any other land or facility required by this Deed; and/or

4.2.5 without prejudice to the other provisions of this clause 4.2, any obligations, undertaking and liabilities under this Deed unless and until the provisions of clause 4.3 have been complied with.

- 4.3 No purchasers, mortgagees, chargees, lessees or occupiers of any Dwelling shall have any liability under this Deed unless:

4.3.1 notice of any default is first given by or on behalf of the District Council or the County Council (as the case may be) to the Owner or its successors in title to the Site (not being purchasers, mortgagees, chargees, lessees or occupiers of any Dwelling) requiring that such default is remedied and setting out a reasonable timeframe to remedy the default; and

4.3.2 the Owner or its successors in title as aforesaid (as the case may be) fails to remedy such default within the timeframe set out in the notice given pursuant to clause 4.3.1.

- 4.4 No person or company shall be liable for any breach of this Deed after he or it shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

5 CONDITIONALITY

- 5.1 Clauses 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 18 and 19 shall come into effect immediately on the completion of this Agreement.
- 5.2 Clauses 6, 7, 8 and 17 are conditional and shall come into effect on the grant of the Planning Permission.

6 THE OWNER'S COVENANTS

- 6.1 The Owner covenants with the District Council to observe and perform the covenants, obligations, agreements and restrictions set out in the Second Schedule.
- 6.2 The Owner covenants with the County Council to observe and perform the covenants obligations and agreements set out in the Third Schedule.
- 6.3 The Owner covenants with the District Council and the County Council not to Commence or permit the Commencement of Development until it has first served a notice of Commencement of Development on both the District Council and the County Council not less than 28 days prior to such commencement.
- 6.4 The Owner covenants with the District Council and the County Council not to Occupy or permit the Occupation of the Development until it has first served a notice on the District Council and the County Council specifying the date on which first Occupation of the Development will begin.

7 THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner to observe and perform the obligations and agreements on its part set out in the Second Schedule and the Fourth Schedule.

8 THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner to observe and perform the covenants, obligations and agreements on its part set out in the Fifth Schedule.

9 MISCELLANEOUS

- 9.1 The Owner shall pay to the District Council and the County Council on completion of this Deed the reasonable legal and administrative costs of the District Council and the County Council respectively incurred in the negotiation, preparation and execution of this Deed in the sum (inclusive of VAT) as set out in the table below :-

PAYEE	AMOUNTY AND NATURE OF PAYMENT
DISTRICT COUNCIL	£2000
COUNTY COUNCIL	£1,500

- 9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 This Deed shall be registerable as a local Land charge by the District Council.
- 9.4 Where the Deed, agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or County Council under the terms of this Deed such Deed, agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such Deed, agreement, consent, approval or expression of satisfaction shall be sufficiently given if given on behalf of:
- (a) the District Council by the Assistant Director of Planning and Housing Strategy;
 - (b) the County Council by the County Director

or, in either case, the successor in office to the role currently vested in the Assistant Director of Planning and Housing Strategy or the County Director, as the case may be.

- 9.5 Any notice to be given under this Deed must be in writing and must be:
- 9.5.1 delivered by hand; or
 - 9.5.2 sent by first class post or other next working day delivery service.
- 9.6 A notice given under this Deed shall not be validly given if sent by fax or e-mail.
- 9.7 Any notices shall be deemed to have been properly served if sent by first class post to the principal address or registered office (as appropriate) of the relevant party.

- 9.8 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.
- 9.9 This Deed 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.
- 9.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 9.11 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted by the District Council or by the Secretary of State upon appeal or reference to him after the date of this Deed.
- 9.12 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged, the District Council or the County Council, as appropriate, will issue a written confirmation of such performance or discharge.
- 9.13 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 9.9, the District Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

10 WAIVER

No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11 OWNERSHIP

- 11.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site save those referred to on the Land Registry's Charges Register for the Site.

12 CHANGE IN OWNERSHIP

The Owner agrees with the District Council to give the District Council and the County Council notice of any change in ownership of any of its interests in the Site (other than any change in ownership arising as a result of the disposal of a Dwelling) occurring before all the obligations under this Deed have been discharged such notice to give details of the disponent's full name and registered office (if a company

or usual address if not) together with the area of the Site disposed of by reference to a plan.

13 INDEXATION

13.1 Unless there is an express provision to the contrary, any sum referred to in this Deed shall be Index Linked from the date that the Planning Permission is granted until the date of payment PROVIDED THAT this clause shall not apply to

13.1.1 the contributions to be made to the County Council pursuant to any or all of the provisions of the Third Schedule;

13.1.2 any repayment by the District Council or the County Council pursuant to clause 15; or

13.1.3 A commuted sum payable to the District Council pursuant to paragraph 1.10.1 of the Second Schedule.

13.2 Where reference is made to an index (including the Index, for the avoidance of doubt) and that index ceases 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 Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the District Council or the County Council shall advise the Owner in writing

14 INTEREST

If any payment due under this Deed is paid late, Default Interest will be payable from the date payment is due to the date of payment.

15 PAYMENT AND CALCULATION OF CONTRIBUTIONS

15.1 Payment of each contribution referred to in this Deed shall be made on the basis that that contribution shall only be applied by the authority receiving payment towards the purpose specified in the relevant Schedule to this Deed for which the contribution in question has been so paid PROVIDED THAT if the whole or any part of any such contribution as is payable to the District Council has not been expended for such purpose (or is otherwise not committed to be expended pursuant to a legally binding obligation) at the expiration of the period of 10 (ten) years from receipt of payment of that contribution or the last instalment of that contribution (as the case may be) the unexpended balance of the contribution shall be repaid as soon as reasonably practicable to the person who paid the contribution following a request in writing to the District Council and/or the County Council.

15.2 All payments of the contributions referred to in this Deed shall be sent to the payee with a notice of payment and shall be accompanied by a calculation showing how the contribution has been calculated.

16 VALUE ADDED TAX

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

17 MONITORING

- 17.1 The Owner shall pay to the District Council the Monitoring Sum on or before Commencement of Development.
- 17.2 Prior to the Commencement of Development the Owner shall appoint and retain until the last obligation on the part of the Owner contained in the Second Schedule or the Third Schedule has been performed or discharged (as appropriate) a coordinator ("the Development Coordinator") and shall procure that the Development Coordinator performs the duties and functions set out in clauses 17.3, 17.4 and 17.5.
- 17.3 The Development Coordinator shall act as a single point of contact with the District Council and the County Council and shall for the purposes of facilitating the proper monitoring and performance of the obligations set out in this Deed, act on behalf of all those companies and persons engaged in carrying out the Development.
- 17.4 The Development Coordinator shall provide a Monitoring Report to the District Council and the County Council at 3 monthly intervals.
- 17.5 The Development Coordinator shall upon reasonable notice from the District Council or the County Council attend such meetings as the District Council or the County Council may reasonably request for the purposes of monitoring the performance of the obligations set out in this Deed.

18 DISPUTE PROVISIONS

- 18.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 18.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 18.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within twenty working days or such other period as the parties shall agree of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further twenty working days or such other period as the parties shall agree.
- 18.5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum or damages.

19 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

20 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

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/144/15/PL

DRAFT

To Addressee

CALA Homes (South Home Counties) Ltd
Tilford House
Farnham Business Park
Weydon Lane
Farnham
GU98QT

Site Address

Land at West End Nursery
Roundstone Lane

BN16 4AX

Description of Development

246 No. residential dwellings including garages & associated parking, affordable housing, associated landscape & infrastructure & addition of pumping station. Utilisation of 2 No. existing vehicular access points from Roundstone Lane & formation of access road to serve the development. Departure from the Development plan

In pursuance of their powers under this Act and related Orders and Regulations the Council **PERMIT** this development to be carried out in accordance with the application and plans and subject to compliance the following conditions and Section 106 agreement.

- 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:

S101 (Location Plan)

S102 (Existing Site Survey)

C101D (Coloured Site Plan)

C102C (Coloured Street Scenes)

C103D (Coloured Street Scenes)

C104E (Coloured Street Scenes)

P102P (Proposed Site Layout)

P105D (Proposed Street Elevations)

P106D (Proposed Street Elevations)

P107E (Proposed Street Elevations)

P110A (Type 1A Proposed Plans & Elevations)

P111A (Type 2A Proposed Plans & Elevations)

P112A (Type 3A Proposed Plans & Elevations)

P113A (Type 3B Proposed Plans & Elevations)

P114B (Type 3C Proposed Plans & Elevations)

P115A (Type 4A Proposed Plans & Elevations)

P116A (Type 4B Proposed Plans & Elevations)

P117B (Type 2B Proposed Plans & Elevations)

P118A (Type 2C Proposed Plans & Elevations)

P119A (Type 3D Proposed Plans & Elevations)

P120C (Type 3E Proposed Plans & Elevations)

P121D (Type 3F Proposed Plans & Elevations)

P122D (Type 3F Proposed Plans & Elevations)

P123C (Type 3F Proposed Plans & Elevations)

P124C (Type 3G Proposed Plans & Elevations)

P125C (Type 3G Proposed Plans & Elevations)

P126C (Type 3H Proposed Plans & Elevations)

P127A (Type 3J Proposed Plans & Elevations)

P128C (Type 3K Proposed Plans & Elevations)

P129B (Type 3L Proposed Plans & Elevations)

P130C (Type 4C Proposed Plans & Elevations)

P131D (Type 4D Proposed Plans & Elevations)

P132D (Type 4D Proposed Plans & Elevations)

P133D (Type 4D Proposed Plans & Elevations)

P134D (Type 4D Proposed Plans & Elevations)

P135B (Type 4E Proposed Plans & Elevations)

P136D (Type 4F Proposed Plans & Elevations)

P137F (Type 4F Proposed Plans & Elevations)

P138A (Type 4G Proposed Plans & Elevations)

P139C (Type 5A Proposed Plans & Elevations)

P140C (Type 5A Proposed Plans & Elevations)

P141E (Type 5B Proposed Plans & Elevations)

P142D (Type 5B Proposed Plans & Elevations)

P143C (Flats 49-56 Proposed Plans)

P144C (Flats 49-56 Proposed Elevations)

P145A (Flats 111-120 Proposed Plans)

P146A (Flats 111-120 Proposed Plans)

P147B (Flats 111-120 Proposed Elevations)

P148A (Flats 140-147 Proposed Plans)

P149A (Flats 140-147 Proposed Elevations)

P150C (Type 3M Proposed Plans & Elevations)

P151 (Type 4H Proposed Plans & Elevations)

P152 (Type 4J Proposed Plans & Elevations)

P160A (Ancillary Buildings Proposed Plans & Elevations)

P161A (Ancillary Buildings Proposed Plans & Elevations)

P163 (Highways Layout)

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy GEN7 of the Arun District Local Plan.

3

Development shall not commence until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority.

The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, the recommendations of the SUDS Manual produced by CIRIA.

Winter groundwater monitoring to establish highest annual ground water levels and Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage.

No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason : To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan.

4

Development shall not commence until full details of the maintenance and management of the SUDs 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 manufacturers recommended design life. Upon completed construction of the SuDs System, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure the efficient maintenance and on going operation of the SuDs system and to ensure the best practice in line with guidance set out in 'The SuDs Manual' CIRIA publication ref: C753 Chapter 32.

5

The development layout shall not be agreed until such time that arrangements for the future access and maintenance of any watercourse or culvert (piped watercourse) crossing or abutting the site has been submitted and approved in writing by the Local Planning Authority.

No construction is permitted, which will restrict current and future land owners from undertaking their riparian maintenance responsibilities of any watercourse on or adjacent to the site.

Reason: 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.

6

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

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun District Local Plan policy GEN7.

7

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

1. A preliminary risk assessment which has identified:
all previous uses
potential contaminants associated with those uses
a conceptual model of the site indicating sources, pathways and receptors
potentially unacceptable risks arising from contamination at the site.

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

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

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

Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun District Local Plan policy GEN7.

8

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 any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the remediated site has been reclaimed in an appropriate standard in accordance with Arun District Local Plan policy GEN7.

9

No development shall take place until there has been submitted to, and approved by, the Local Planning Authority, a landscaping scheme including details of hard and soft landscaping and details of existing trees and hedgerows to be retained, together with measures for their protection during the course of the development. The approved details of the landscaping shall be carried out in the first planting and seeding season, following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which, within a period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

10

No development including site access, demolition or associated construction activities, shall take place on the site unless and until all the existing trees/bushes/hedges to be retained on the site have been protected by a fence in accordance with BS5837 (2012) and Section 9, to be approved by the Local Planning Authority for erection around each tree, group of trees and vegetation to a distance of 15m or to the Root Protection Area (RPA) as calculated in accordance with Table 2 of BS5837 (2012) to be agreed in writing by the Local Planning Authority. Within the areas so fenced off the existing ground must not be cultivated, nor must it be lowered or raised or added to by the importation and spreading of top soil unless agreed by the Local Planning authority. There must be no materials, temporary buildings, plant machinery or surplus soil shall be placed or stored thereon without prior written approval of the Local Planning Authority.

No trenching should occur within the protective fencing surrounding the Root Protection Area. If however there is no alternative but to locate the services then its encroachment into the Root Protection Area must be kept to a minimum and where the roots should be exposed using compressed air technology, such as the air spade to reduce damage caused by mechanical methods. If roots requiring severance to allow for the passage of services is necessary then an arboriculturist would be required to assess and determine whether the loss of the roots would be detrimental to the continued health and stability of the affected tree.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area in accordance with policy GEN7 of the Arun District Local Plan.

11

No development shall be carried out unless and until a schedule of materials and finishes and samples of such materials and finishes to be used for external walls and roofs of the proposed buildings and highways serving the proposed development have been submitted to and approved by the Local Planning Authority and the materials so approved shall be used in the construction of the development.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity and in accordance with policy GEN7 of the Arun District Local Plan.

12

No development shall take place 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 operatives and visitors,
- the loading and unloading of plant and 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.

Reason: In the interests of highway safety and the amenities of the area.

13

Prior to the commencement of development, a plan shall be submitted to the Local Planning Authority to show how the development shall be divided into phases and a phasing programme for the entire site shall be submitted in writing to the Local Planning Authority.

Reason: For the avoidance of doubt.

14

Prior to the commencement of construction works details of a proposed foul drainage system shall be submitted to and approved in writing by the Local Planning Authority (including details of its siting, design and subsequent management/maintenance) and no dwelling shall be occupied until works for the disposal of sewage have been fully implemented in accordance with the approved details.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Local Plan.

15

Prior to the commencement of construction works on each phase of the development of any preparatory works a detailed ecological enhancement scheme (which shall include the installation of bat boxes throughout the site) shall be submitted to the LPA for approval and will be based on the recommendations within the supporting ecological statement and as appropriate. All approved details shall then be implemented in full and in accordance with the agreed timings and details.

Reason: This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with national guidance and Policy GEN23 and GEN29 of the Arun District Local Plan (2003).

16

No operational or construction vehicles shall be operated on the site except between the hours of:

- 7.00 and 19.00 on Mondays to Fridays inclusive
- 7.00 and 13.00 on Saturday
- Not at any time on Sundays or Public Holidays

Reason: In the interests of amenity in accordance with Arun District Local Plan policies GEN7 and GEN32.

- 17 Prior to commencement a landscape management plan shall be submitted to include long-term design objectives, management responsibilities and maintenance schedules for all landscape areas other than privately owned domestic gardens. The landscape management plan shall be implemented in accordance with the approved details.

Reason: In the interest of amenity and the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

- 18 No development shall take place until details of laying out, timetable for provision and future maintenance of public Open spaces has been submitted to and approved by the local planning authority. The layout details submitted shall define the boundaries of such areas, their proposed use, the items of equipment, means of enclosure and all other structures to be installed. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the informal open space, which is considered a necessary part of the development, is provided to an acceptable standard within an agreed timescale in accordance with policies GEN7 and GEN8 of the Arun District Local Plan.

- 19 No demolition, ground clearance or vegetation clearance works shall take place within the bird nesting season (between 1 March and 31 August inclusive in any year). If such works cannot be undertaken outside of the nesting season, a nesting bird check shall be required, which should be undertaken by a suitably qualified ecologist immediately prior to the works taking place. Subsequently if any active nest sites are identified, these nests should remain undisturbed until all the young have fledged naturally.

REASON: To minimise disturbance to nesting birds.

- 20 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low-carbon energy sources or equivalent fabric first standards that would secure a 10% reduction in energy use. Details and a timetable of how this is to be achieved, including details of physical works on site, shall be submitted to and approved in writing by the local planning authority. The approved details shall be implemented in accordance with the approved timetable and retained as operational thereafter, unless otherwise agreed in writing by the local planning authority.

Reason: In order to seek to achieve high levels of energy efficiency in accordance with the aims of the NPPF.

- 21 No development shall take place until a street lighting scheme has been submitted and approved in writing by the Local Planning Authority. This must comply with the Institute of Lighting Engineers Guidance Notes for the reduction of obtrusive light.

Reason: To enable the LPA to control the development in detail in the interests of residential amenity and in accordance with GEN7 of the Arun District Local Plan and also to ensure there is no impact on Bats within the vicinity of the site.

- 22 Prior to the commencement of the development details showing the proposed location of one fire hydrant (in accordance with the West Sussex Fire and Rescue Guidance Notes) shall be submitted to and approved in writing by the Local Planning Authority in consultation with West Sussex County Council's Fire and Rescue Services. These approvals shall not be unreasonably withheld or delayed.

Prior to the first occupation of any dwelling unit forming part of the proposed development that they will at their own expense install the fire hydrant (or in a phased programme of development) in the approved location to BS 750 standards and arrange for the connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting. The fire hydrant shall thereafter be maintained as part of the development by the water undertaker at the expense of the Fire and Rescue Service if adopted as part of the public mains supply (Fire Services Act 2004).

Reason: In the interests of amenity and in accordance with policy GEN7 of the Arun District Local Plan 2003.

- 23 No development shall commence until the vehicular access serving the development has been constructed in accordance with plans and details submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of road safety.

- 24 No part of the development shall be first occupied until the car parking spaces have been constructed in accordance with plans and details submitted to and approved in writing by the Local Planning Authority. These spaces shall thereafter be retained at all times for their designated use.

Reason: To provide car-parking space for the use.

- 25 No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies.

- 26 No part of the development shall be first occupied until the road, footways, and casual parking areas serving the development have been constructed, surfaced and drained in accordance with plans and details to be submitted to and approved by the Local Planning Authority.

Reason: To secure satisfactory standards of access for the proposed development.

- 27 No part of the development shall be first occupied until such time as a Travel Plan Statement has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan Statement shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport.

- 28 No part of the development shall be first occupied until provision has been made within the site in accordance with plans and details to be submitted to and approved by the Local Planning Authority to prevent surface water draining onto the public highway.

Reason: In the interests of road safety.

- 29 The garage buildings shall be used only as private domestic garages for the parking of vehicles incidental to the use of the properties as dwellings and for no other purposes.

Reason: To ensure a degree of street provision of parking in the interests of amenity and highway safety.

- 30 Development shall not commence until a programme of archaeological work has been implemented in accordance with a written Archaeological Mitigation Strategy document to be submitted to and approved by the Local Planning Authority. The Mitigation Strategy shall include commitments to:

- carry out on site archaeological investigation in accordance with an agreed project design;
- preserve in situ and intact non-designated archaeological heritage assets that are demonstrably of equivalent significance to scheduled monuments (with reference to Historic Environment guidance in Paragraphs 132, 133 and 139 of the National Planning Policy Framework (March 2012));
- fully investigate, record, analyse and report, to a specification to be submitted to and approved by the Local Planning Authority, and to a standard proportionate to their significance, archaeological heritage assets that unavoidably will be affected adversely by development-related ground excavations;
- prepare and implement satisfactory procedures to communicate the findings of archaeological investigation to the local community.

Reason: To ensure the archaeological interests of the site are protected.

- 31 Prior to the commencement of development, a strategy for the provision of the highest available headline speed of broadband provision to future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall take into account the timetable for the delivery of "superfast broadband" (defined as having a headline access speed of 24Mb or more) in the vicinity of the site (to the extent that such information is available). The strategy shall seek to ensure that upon occupation of a dwelling, the provision of the highest available headline speed of broadband service to that dwelling from a site-wide network is in place and provided as part of the initial highway works and in the construction of frontage thresholds to dwellings that abut the highway. Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site shall be carried out in accordance with the approved strategy.

Reason: To ensure suitable provision for all potential occupiers in accordance with paragraph 42 of the NPPF.

32

At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low-carbon energy sources. Details and a timetable of how this is to be achieved, including details of physical works on site, shall be submitted to and approved in writing by the local planning authority. The approved details shall be implemented in accordance with the approved timetable and retained as operational thereafter, unless otherwise agreed in writing by the local planning authority.

Reason: In order to seek to achieve high levels of energy efficiency in accordance with the aims of the IPD.

33

No dwelling shall be constructed unless refuse and recycling bins have been provided and space has been laid out for the storage in relation to that dwelling in accordance with details that shall have been submitted to and approved in writing by the local planning authority. Thereafter these areas shall not be used for any purpose other than the storage of refuse and recycling bins.

Reason: In the interests of the amenity of occupiers of nearby properties in accordance with Arun District Local Plan policy GEN7.

34

Garages provided on the site shall measure a minimum of 6m x 3m internally.

Reason: To ensure that adequate and satisfactory provision is made for the parking (and garaging) of vehicles clear of all highways in accordance with policy GEN7 of the Arun District Local Plan.

35

INFORMATIVE

Please note that related to this permission there is an agreement under Section 106 of the Town & Country Planning Act 1990.

INFORMATIVE:

The reserved matters application will provide full details of all roads and footpaths associated with the development. In the event that neighbouring land is approved for development at some point in the future this layout must include footpath and pedestrian links right up to the boundary to ensure access.

INFORMATIVE:

If there is a requirement for security lighting during construction or proposed at any dwelling prior to installation the lighting details must be provided to and approved by the Local Planning Authority.

INFORMATIVE: The developer must agree with Southern Water, prior to commencement of the development, the measures to be undertaken to protect the public water supply main.

INFORMATIVE: Statement pursuant to Article 31 of the Town and Country Planning (Development Management Procedure)(England) (Amendment No. 2) Order 2012. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

INFORMATIVE: A formal application for connection to the public sewerage system is required in order to service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel; 0330 303 0119) or www.southernwater.co.uk.

INFORMATIVE: A formal application for connection to the water supply is required in order to

service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel; 0330 303 0119) or www.southernwater.co.uk

INFORMATIVE:

Section 59 of the 1980 Highways Act - Extra-ordinary Traffic

The applicant is advised to enter into a Section 59 Agreement under the 1980 Highways Act, to cover the increase in extraordinary traffic that would result from construction vehicles and to enable the recovery of costs of any potential damage that may result to the public highway as a direct consequence of the construction traffic. The Applicant is advised to contact the Highway Officer (01243 642105) in order to commence this process.

INFORMATIVE:

Section 278 Agreement of the 1980 Highways Act - Works within the Highway. The applicant is advised to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

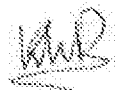
INFORMATIVE:

Section 38 Agreement of the 1980 Highways Act - Provision of Adoptable Highway. The applicant is advised to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the proposed adoptable on-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that any works commenced prior to the S38 agreement being in place are undertaken at their own risk.

Case Officer: David Innes

Date of Decision:

20 May 2016


Karl Roberts
Director Planning & Economic Regeneration

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).

SECOND SCHEDULE

Planning Obligation to the District Council

1 AFFORDABLE HOUSING

- 1.1 The Owner covenants with the District Council that the Affordable Housing Units shall be provided in accordance with the provisions of this paragraph 1 and that they shall not be Occupied other than in accordance with the provisions of this Agreement.
- 1.2 The Owner covenants with the District Council that there shall be no Commencement of Development until an Affordable Housing Scheme has been submitted to and approved in writing by the District Council.
- 1.3 The Owner covenants that the Affordable Housing Units shall be constructed in accordance with the Affordable Housing Scheme approved pursuant to paragraph 1.2 unless otherwise agreed with the District Council in writing.
- 1.4 Subject always to the following provisions of this paragraph 1, the Affordable Housing Units shall not be disposed of other than to an AHP that has first been approved by the District Council in writing.
- 1.5 Subject always to the following provisions of this paragraph 1, the Owner shall enter into a contract for the transfer of the Affordable Housing Units to an AHP (that has been previously approved by the District Council in writing) prior to the Occupation of the 99th Open Market Units.
- 1.6 Where paragraph 1.9.2 or paragraph 1.9.3 applies, the Owner covenants with the District Council to provide to the District Council within ten days of completion written confirmation of completion of the contract to transfer the Affordable Housing Units to an AHP and written evidence of that transfer.
- 1.7 Subject always to the following provisions of this Schedule 2 the Owner covenants with the District Council as follows:
 - 1.7.1 prior to the Occupation of the 99th Open Market Units the Owner shall construct and make available for Occupation and transfer in accordance with the provisions of paragraph 1.13 below 24 of the Affordable Housing Units and shall give notice of that fact to the District Council.
 - 1.7.2 subject to paragraph 1.10 below applying, the Owner covenants with the District Council that the Owner shall not Occupy or permit the Occupation of more than 98 Open Market Units unless it has first constructed and made available for Occupation and entered into a contract to transfer the said 24 Affordable Housing Units to the District Council or, alternatively, to an AHP in accordance paragraph 1.9 below and any such transfer shall include the transfer provisions pursuant to paragraph 1.11 below and written notification of such offers being made has been received by the District Council.

1.8 Subject always to the following provisions of this Schedule 2 the Owner covenants with the District Council as follows:

1.8.1 prior to the Occupation of the 197th Open Market Units the Owner shall construct and make available for Occupation and transfer in accordance with the provisions of paragraph 1.11 below the remaining 25 Affordable Housing Units and shall give notice of that fact to the District Council

1.8.2 subject to paragraph 1.10 below applying, the Owner covenants with the District Council that the Owner shall not Occupy or permit the Occupation of more than 196 Open Market Units unless it has first constructed and made available for Occupation and entered into a contract to transfer the said remaining 25 Affordable Housing Units to the District Council or, alternatively, to an AHP in accordance paragraph 1.9 below and any such transfer shall include the transfer provisions pursuant to paragraph 1.11 below and written notification of such offers being made has been received by the District Council.

1.9 The Owner shall comply with the following provisions:

1.9.1 FIRST OFFER

The Owner shall offer to transfer:

1.9.1.1 10 Affordable Rent Units to either the District Council or to Angmering Community Land Trust; and

1.9.1.2 the remainder of the Affordable Housing Units to an AHP

("the First Offer") which offer shall include:

(a) Sale of Land Contract

(b) A draft transfer (which shall include the provisions set out in paragraph 1.13 below)

(c) A price reflecting no more than 65% of market value for Affordable Rent Units and 75% of market value for the Intermediate Units at the time of the First Offer and such First Offer shall remain open for acceptance for no less than 2 months ("the First Offer Period") from the date of the First Offer being made.

1.9.2 SECOND OFFER

In the event that the First Offer made in accordance with paragraph 1.9.1 above is not accepted within the First Offer Period then the Owner shall make a second offer to transfer the Affordable Housing Units to an AHP ("the Second Offer") not later than one month after the expiry of the First Offer Period and such Second Offer shall consist of the same terms as the First Offer subject to revisions necessitated by lapse of time and

shall remain open for acceptance for no less than 2 months ("the Second Offer Period") from the date of the Second Offer being made.

1.9.3 THIRD OFFER

In the event that the Second Offer made in accordance with paragraph 1.9.2 above is not accepted within the Second Offer Period then the Owner shall make a third offer to transfer the Affordable Housing Units to an AHP ("the Third Offer") not later than one month after the expiry of the Second Offer Period and such Third Offer shall consist of the same terms as the First Offer and the Second Offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 2 months ("the Third Offer Period") from the date of the Third Offer being made.

1.10 In the event that the Third Offer is not accepted within the Third Offer Period then the Owner shall with the agreement of the District Council (acting reasonably):

1.10.1 pay on or before Occupation of the 65th Dwelling to the District Council a commuted sum in lieu of providing the Affordable Housing Units within the Development which sum shall be equal to £67,500 for each Affordable Housing Unit that should have been provided within the Development WHEREUPON once such sum has been paid to the District Council but which has not been so provided the obligations contained in this paragraph 1 of the Second Schedule shall not be required and shall not be binding on the Owner and any successor in title and the Affordable Housing Units shall be sold on the open market as Open Market Units; or

1.10.2 dispose of all the Affordable Housing Units as Intermediate Units to an AHP; or

1.10.3 dispose of all the Affordable Housing Units to purchasers nominated through Help to Buy East and Help to Buy South East at a discount of 20% of the open market value (such discount to be secured in perpetuity); or

1.10.4 dispose of all of the Affordable Housing Units to an AHP or other investor (to be agreed with the Borough Council) to be let at a market rent; or

1.10.5 dispose of all of the Affordable Housing Units under the starter homes initiative or such other tenure as may be included within the National Planning Policy Guidance from time to time.

1.11 Form of Transfer and Nomination Agreement

The Owner covenants with the District Council that any transfer to the District Council or an AHP shall contain the following provisions:

- 1.11.1 the grant by the Owner of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Units constructed on the Site; and
 - 1.11.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site; and
 - 1.11.3 the imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Open Market Unit.
- 1.12 The Owner covenants with the District Council that upon the transfer of any Affordable Rent Unit to an AHP it will procure the execution by the AHP of a nomination agreement with the District Council substantially in the relevant form set out in Appendix 1 of this Agreement or in such other form as may be agreed between the District Council and the Owner providing the right for the District Council (where the District Council nominates a person on a neighbouring authority's housing waiting list) to nominate 100% (one hundred percent) of first occupiers and a minimum of 75% (seventy five percent) of subsequent occupiers for any of the relevant Affordable Rented Units in those circumstances.
- 1.13 The Owner covenants with the District Council to the intent that following completion of a transfer of the Affordable Rent Units to an AHP the obligations in this paragraph shall (subject to paragraph 1.15) be binding on the AHP to whom the Affordable Rent Units are transferred as a successor in title to the Owner and all future successors in title:
- 1.13.1 not to let the Affordable Rent Units other than at an affordable rent (within the meaning given by the NPPF) to those applicants waiting for affordable housing and who are on either the District Council's or the AHP's housing waiting list or at the District Council's nomination a person on a neighbouring authority's housing waiting list and, where so nominated, have been nominated in accordance with a nomination agreement entered into pursuant to paragraph 1.12; and
 - 1.13.2 not to use any Affordable Rent Unit for the purposes of a hostel or similar accommodation by a group of persons and only to allow the Affordable Rent Units to be Occupied by tenants as a "single use family unit".
- 1.14 The Owner covenants with the District Council to the intent that following completion of a transfer of a Intermediate Unit to an AHP the obligations in this paragraph shall (subject to paragraph 1.15) be binding on the AHP to whom the Intermediate Units are transferred as a successor in title to the Owner and all future successors in title:
- 1.14.1 not to dispose of an Intermediate Unit other than as a Intermediate Unit which shall not be disposed of to anyone other than:

- (i) people employed in a front line role delivering an essential public service in health, education or community safety in areas where there are serious recruitment/retention problems; or
- (ii) first time buyers or other households who cannot afford to buy their own home or who have been identified as eligible for assistance within the eligibility restrictions of the HomeBuy Scheme or equivalent managed by the Homes and Communities Agency;

1.14.2 Not to use any Intermediate Unit for the purposes of a hostel or similar accommodation by a group of persons and only to allow the Shared Ownership Units to be used by occupants as a "single use family unit".

1.15 The Owner and the District Council hereby agree that the provisions of this paragraph 1 shall not apply to:

1.15.1 (save for provisions in paragraph 1.17) a mortgagee or chargee or receiver or an administrative receiver appointed by the mortgagee or chargee of the AHP that is the freehold owner of the Affordable Housing Units or any part thereof or a receiver or administrative receiver of the AHP to the intent that such mortgagee or chargee receiver or administrative receiver of the mortgagee or the AHP shall be entitled to dispose of the Affordable Housing Units or any part thereof free of the obligations contained in this Second Schedule; or

1.15.2 the owner of an Intermediate Unit who shall have acquired or staircased his interest in that unit such that he owns 100% (one hundred percent) of the equity in that unit; or

1.15.3 the owner of an Affordable Housing Unit who shall have exercised his right to acquire that unit under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substantive right applicable.

1.16 The Owner covenants with the District Council:

1.16.1 to take all reasonable and prudent steps within its power to avert the repossession of the Affordable Housing Units by any chargee or mortgagee of an AHP or the exercise by any charge or mortgagee of a power of sale and for these purposes in the event of default under the security or likely default to co-operate reasonably and fully with the District Council and the Homes and Communities Agency to assist in arranging a transfer of the Affordable Housing Units with sitting tenants to another AHP or at the District Council's option to the District Council and in particular to inform the District Council immediately in the event of the Owner becoming aware that an AHP has received notification from any such chargee or mortgagee of any breach or alleged breach by the AHP of any of its obligations under its security; and

1.16.2 to notify the District Council immediately after the Owner becomes aware of service of any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV relating to the Affordable Housing Units.

1.17 The Owner and the District Council hereby agree that:

1.17.1 in the event of a default under any security referred to in paragraph 1.16.1 or in other circumstances warranting the intervention of the Homes and Communities Agency (whether or not under the Housing Act 1996 Part 1 Chapter IV of Schedule 1 Part IV) the transfer of the freehold of the Affordable Housing Units or any part of them to another AHP shall not be prevented;

1.17.2 subject to and without prejudice to the powers and requirements of the Homes and Community Agency under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 1.16.1 the disposal of any reasonable interest in the Affordable Housing Units by the chargee or mortgagee in the exercise of its power of sale shall not be prevented provided that the chargee or mortgagee shall have first followed the procedure set out in paragraph 1.17.3;

1.17.3 the procedure referred to in paragraph 1.17.2 shall be as follows:

- (i) the chargee or mortgagee shall give not less than one (1) month's prior notice to the District Council of its intention to exercise its power of sale to enable the District Council to secure the transfer of the Affordable Housing Units to another AHP or to the District Council on terms which enable all monies due to the chargee or mortgagee to be paid;
- (ii) the District Council shall then have one (1) month from the date of receipt of the notice given to respond indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard the affordable housing character of the Affordable Housing Units and ensuring that all monies due to the chargee or mortgagee are paid;
- (iii) if within the one (1) month from the date of receipt of the notice given the District Council does not serve its response then the chargee or mortgagee shall be entitled to exercise its power of sale free of restrictions;
- (iv) if within one (1) month of the date of receipt by it of the notice the District Council serves its response indicating that arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units and to ensure that all monies due to the chargee or mortgagee are paid then the chargee or mortgagee shall co-operate with such arrangements and use all reasonable endeavours to secure such transfer;
- (v) the District Council shall in formulating or promoting any arrangements give full consideration to protecting the interest of the chargee or mortgagee in respect of monies outstanding under the charge or

mortgage and other duties of the chargee or mortgagee to secure a proper price in exercising its power of sale;

- (vi) if the District Council or any other person cannot within two (2) months of the date of service of its response indicating arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units and ensuring that all monies due to the chargee or mortgagee are paid secure such transfer then provided that the chargee or mortgagee shall have complied with its obligations under this paragraph 1.17 the chargee or mortgagee shall be entitled to exercise its power of sale free of restrictions;
- (vii) if the chargee or mortgagee does not wish to exercise its power of sale at any time after the giving of notice that it wishes to do so or the District Council does not wish to continue with the exercise of its powers after the giving of its response indicating arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units that party shall give to the other not less than seven (7) days' notice of its intention to discontinue.

1.18 The Owner and the District Council hereby agree that some or all of the Dwellings otherwise to be provided as Affordable Housing Units may with the agreement of the Owner be transferred to the District Council for the provision of Affordable Housing by the District Council on such terms as may be agreed between the District Council and the Owner but subject to terms that secure the use of the Affordable Housing Units so transferred for use as Affordable Housing and that with effect from the date upon which any such agreement is entered into, save to the extent (if any) that the Owner and the District Council may agree otherwise:

- (a) such units shall continue to be treated as if they were Affordable Housing Units for the purposes of this Schedule; and
- (b) paragraphs 1.6 to 1.18 inclusive of this Schedule shall not apply to such Dwellings and paragraphs 1.3 to 1.5 inclusive of this Schedule shall apply only to all (if any) Affordable Housing Units other than those transferred to the District Council in accordance with the preceding provisions of this paragraph 1.18.

2. PROVISION OF PUBLIC OPEN SPACE

The Owner agrees the District Council:

- 2.1 the Owner shall submit an Open Space Scheme to the District Council prior to the Commencement of Development for its approval;
- 2.2 to ensure that there is easy public access to the Public Open Space;

- 2.3 to complete the works of provision and laying out in accordance with the approved Open Space Scheme and to make the Public Open Space available for use by the public no later than the completion of the Development;
- 2.4 within six months of the completion of the Public Open Space to transfer the Public Open Space to the Management Company or as otherwise agreed in writing with the council.

3 HEALTHCARE CONTRIBUTION

- 3.1 The Owner shall pay the Healthcare Contribution being a financial contribution towards the cost of providing for the recruitment of a GP and associate staff and the redesign of the Angmering Medical Centre layout to create additional consulting rooms, to the District Council on or before the Occupation of the 100th Dwelling.
- 3.2 The Owner covenants that there shall be no Occupation of more than 99 Dwellings unless and until the Healthcare Contribution has been paid to the District Council..

4. POLICE CONTRIBUTION

- 4.1 To pay the District Council the Police Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 100th Dwelling.
- 4.2 Not to cause or allow the Occupation of the 99th Dwelling to occur before the Police shall have been paid.

5. SPORTS HALLS AND COMMUNITY BUILDINGS CONTRIBUTION

- 5.1 To pay the District Council the Sports Halls and Community Buildings Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 100th Dwelling.
- 5.2 Not to cause or allow the Occupation of the 99th Dwelling to occur before the Sports Halls and Community Buildings Contribution shall have been paid.

6. SPORTS PITCHES CONTRIBUTION

- 6.1 To pay the District Council 50% of the Sports Pitches Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 100th Dwelling.
- 6.2 Not to cause or allow the Occupation of the 99th Dwelling to occur before the Sports Pitches Contribution shall have been paid.
- 6.3 To pay the District Council 50% of the Sports Pitches Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 200th Dwelling.

- 6.4 Not to cause or allow the Occupation of the 199th Dwelling to occur before the Sports Pitches Contribution shall have been paid.

7. SWIMMING POOLS CONTRIBUTION

- 7.1 To pay the District Council the Swimming Pools Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 100th Dwelling.
- 7.2 Not to cause or allow the Occupation of the 99th Dwelling to occur before the Swimming Pools Contribution shall have been paid.

8. PUBLIC ART CONTRIBUTION

- 8.1 To pay the District Council the Public Art Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 100th Dwelling.
- 8.2 Not to cause or allow the Occupation of the 99th Dwelling to occur before the Public Art Contribution shall have been paid.

9. OUTDOOR FITNESS CONTRIBUTION

- 9.1 To pay the District Council the Outdoor Fitness Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 100th Dwelling.
- 9.2 Not to cause or allow the Occupation of the 99th Dwelling to occur before the Outdoor Fitness Contribution shall have been paid.

THIRD SCHEDULE Planning Obligations to the County Council

1 EDUCATION CONTRIBUTIONS

- 1.1 To pay to the County Council on or before the Occupation of the 1st Dwelling fifty per cent (50%) of the Secondary Education Contribution.
- 1.2 Not to cause or allow the Occupation of the 2nd Dwelling to occur before the first fifty per cent (50%) of the Secondary Education Contribution has been paid.
- 1.3 To pay to the County Council on or before the Occupation of the 100th Dwelling the remaining fifty per cent (50%) of the Secondary Education Contribution.
- 1.4 Not to cause or allow the Occupation of the 101st Dwelling to occur before the remaining fifty per cent (50%) of the Secondary has been paid.
- 1.5 The Secondary Education Contribution shall be the sum of Seven Hundred and Thirty One Thousand and Seventy Nine Pounds (£731,079) PROVIDED THAT if there is a change to the mix of housing provided the sum shall be re-calculated by reference to the following formula:

DfE Figure x ACP = Secondary Education Contribution where:

Note: x = "multiplied by ..."

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units, less any allowance for affordable dwellings applicable (which for Arun District is 100% for Social Rented Units) as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following criteria are used to calculate the Additional Child Product:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Using the above occupancy rates to determine an overall population increase, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6), 5 for secondary (years 7 to 11) and 2 for further secondary (years 12 and 13).

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Secondary Education Contribution is paid (which currently for the financial year 2016/2017 are £15,558 – Primary, £23,442 – Secondary; and £25,424 for Further Secondary), updated as necessary by reference to changes in the Index between 1 April 2016 and the date that the Secondary Education Contribution falls to be paid.1.6 To pay to the County Council on or before the Occupation of the 1st (one) Dwelling fifty per cent (50%) of the Sixth Form Education Contribution.

- 1.7 Not to cause or allow Occupation of the 2nd (second) Dwelling to occur before the first fifty per cent (50%) of the Sixth Form Education Contribution has been paid to the County Council.
- 1.8 To pay to the County Council on or before the Occupation of the 100th (one hundred) Dwelling the remaining fifty per cent (50%) of the Sixth Form Education Contribution
- 1.9 Not to cause or allow the Occupation of the 101st (one hundred and one) Dwelling to occur before the remaining fifty per cent (50%) of the Secondary has been paid.1.10The Sixth Form Education Contribution shall be the sum of One Hundred and Seventy One Thousand Two Hundred and Sixty Five Pounds (£171,265) PROVIDED THAT if there is a change to the mix of housing provided the sum shall be re-calculated by reference to the following formula:

DfE Figure x ACP = Sixth Form Education Contribution where:

Note: x = "multiplied by ..."

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units, less any allowance for affordable dwellings applicable (which for Arun District is 100% for Social Rented Units) as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following criteria are used to calculate the Additional Child Product:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Using the above occupancy rates to determine an overall population increase first, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6), 5 for secondary (years 7 to 11) and 2 for further secondary (years 12 and 13).

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the first instalment of the Sixth Form Education Contribution is due to be paid (which currently for the financial year 2016/2017 is £15,558 – Primary, £23,442– Secondary; and £25,424 for Further Secondary), updated as necessary by reference to changes in the Index between 1 April 2016 and the date that the first instalment of the Sixth Form Education Contribution falls to be paid.

- 1.11 To pay to the County Council on or before the Occupation of the 1st (one) Dwelling fifty per cent (50%) of the Primary Education Contribution.
- 1.12 Not to cause or allow the Occupation of the 2nd (second) Dwelling to occur before the first fifty per cent (50%) of the Primary Education Contribution has been paid to the County Council.
- 1.13 To pay to the County Council on or before the Occupation of the 100th (one hundred) Dwelling the remaining fifty per cent (50%) of the Primary Education Contribution.
- 1.14 Not to cause or allow the Occupation of the 101st (one hundred and one) Dwelling to occur before the remaining fifty per cent (50%) of the Primary Education Contribution has been paid to the County Council.
- 1.15 The Primary Education Contribution shall be the sum of Six Hundred and Seventy Nine Thousand Two Hundred and Ninety Five Pounds (£679,295) PROVIDED THAT if there is a change to the mix of housing provided the sum shall be re-calculated by reference to the following formula:

DfE Figure x ACP = Primary Education Contribution where:

Note: x = "multiplied by ..."

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units, less any allowance for affordable dwellings applicable (which for Arun District is 100% for Social Rented Units) as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following criteria are used to calculate the ACP:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Using the above occupancy rates to determine an overall population increase first, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6), 5 for secondary (years 7 to 11) and 2 for further secondary (years 12 and 13).

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the first instalment of the Primary Education Contribution is due to be paid (which currently for the financial year 2016/2017 is £15,558 – Primary, £23,442 – Secondary; and £25,424 for Further Secondary), updated as necessary by reference to changes in the Index between 1 April 2016 and the date that the first instalment of the Primary Education Contribution falls to be paid.

- 1.16 To pay to the County Council on or before the Occupation of the 1st (one) Dwelling fifty per cent (50%) of the Further Primary Education Contribution.
- 1.17 Not to cause or allow the Occupation of the 2nd (second) Dwelling to occur before the first fifty per cent (50%) of the Further Primary Education Contribution has been paid to the County Council.
- 1.18 To pay to the County Council on or before the Occupation of the 100th (one hundred) Dwelling the remaining fifty per cent (50%) of the Further Primary Education Contribution.
- 1.19 Not to cause or allow the Occupation of the 101st (one hundred and one) Dwelling to occur before the remaining fifty per cent (50%) of the Further Primary Education Contribution has been paid to the County Council.
- 1.20 The Further Primary Education Contribution shall be the sum of Two Million Four Hundred and Eighty Two Thousand Three Hundred and Fifty Four Pounds (£2,482,354) PROVIDED THAT where the first instalment is paid after 31 March 2015 the sum shall be increased by an amount equal to the proportionate increase in the Index between the quarter preceding 31 March 2015 and the quarter preceding the date of payment of the Further Primary Education Contribution.

2. LIBRARY CONTRIBUTION

- 2.1 To pay to the County Council on or before the Occupation of the 1st (one) Dwelling the Library Contribution.
- 2.2 Not to cause or allow the Occupation of the 2nd (second) Dwelling to occur before the Library Contribution shall have been paid to the County Council.
- 2.3 The Library Contribution shall be the sum of Seventy Four Thousand Four Hundred and Fifty Seven Pounds (£74,457) PROVIDED THAT if there is a change to the mix of housing provided the sum shall be re-calculated by reference to the following formula:

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

Note: x = "multiplied by"

AP (Additional Persons) = The estimated number of additional persons likely to be generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units, less any allowance for affordable dwellings (which for Arun District is 100% for Social Rented Units) as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following figures are given as a guideline:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

L = Extra library space in sq. m. per 1,000 population x the library cost multiplier (which currently for the financial year 2016/2017 are 35 sq. m. and £4,560 per sq. m. respectively.

3 STRATEGIC HIGHWAY IMPROVEMENTS

- 3.1 To pay to the County Council fifty per cent (50%) of the Strategic Highways Contribution, prior to the Occupation of the 1st (one) Dwelling.
- 3.2 Not to cause or allow Occupation of the 2nd (second) Dwelling to occur before the first fifty per cent (50%) of the Strategic Highways Contribution has been paid to the County Council.
- 3.3 To pay to the County Council the remaining fifty per cent (50%) of the Strategic Highways Contribution prior to the Occupation of the 100th (one hundred) Dwelling.
- 3.4 Not to cause or allow Occupation of the 101st (one hundred and one) Dwelling to occur before the remaining fifty per cent (50%) of the Strategic Highways Contribution has been paid to the County Council.
- 3.5 The Strategic Highways Contribution shall be the sum of £1,554, 921.00 (One Million Five Hundred and Fifty Four Thousand Nine Hundred and Twenty One Pounds increased by an amount equal to the proportionate increase in the Index between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the first instalment of the Strategic Highways Contribution.

4 LOCAL HIGHWAY IMPROVEMENTS

- 4.1 To pay to the County Council on or before the Commencement of Development the Local Highway Improvements Contribution.

4.2 Not to cause or allow the Commencement of Development to occur before the Local Highway Improvements Contribution has been paid to the County Council.

4.3 The Local Highway Improvements Contribution shall be the sum of £178,148.00 (One Hundred and Seventy Eight Thousand One Hundred and Forty Eight pounds) increased by an amount equal to the proportionate increase in the Index between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Local Highway Improvements Contribution.

5. HIGHWAY WORKS SCHEME

5.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.

5.2 To use reasonable endeavours to submit a Highway Works Scheme for approval to the County Council in writing six months prior to Occupation of the 1st (one) Dwelling.

5.3 Not to allow Occupation of the 1st (one) Dwelling until the Highway Works Scheme has been submitted to and approved in writing by the County Council PROVIDED THAT where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice from the County Council that the previous Highway Works Scheme is not approved be submitted to the County Council for approval.

5.4 Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 Agreement with the County Council.

5.5 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council and in accordance with the specification and timescales set out in the Section 278 Agreement.

5.6 Not without the consent of the County Council to allow the Occupation of any Dwelling within the Development until such Highway Works have been completed to the satisfaction of the County Council.

6. FIRE AND RESCUE

6.1 To pay to the County Council the Fire and Rescue Service Contribution, on or before the Occupation of the 1st (one) Dwelling.

6.2 Not to cause or allow Occupation of any Dwelling to occur before the Fire and Rescue Service Contribution shall have been paid to the County Council.

6.3 The Fire and Rescue Service Contribution shall be the sum of Six Thousand Seven Hundred and Fifty Four Pounds (£6,754) PROVIDED THAT if there is a change to the mix of housing provided the sum shall be re-calculated by reference to the following formula:

$Y \times Z/M$ = Fire and Rescue Service Contribution where:

Note: x = "multiplied by" / = "divided by"

Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units, less any allowance for affordable dwellings (which for Arun is 100% for Social Rented Units) as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following figures are given as a guideline:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2016/17 is £5,530,000).

M = the projected population of the Fire and Rescue Service Southern Division of West Sussex at the time of payment (which for information, for the 2007/2008 financial year was 429,647)

- 6.4 Prior to Commencement of the Development to submit to the County Council for its approval a proposal for the location and installation of nine (9no.) fire hydrants within the Development in accordance with the West Sussex Fire and Rescue Service Guidance Notes attached to this Agreement at Appendix 2 and then prior to first Occupation to install at their own expense the fire hydrants in the locations approved by the County Council (or such alternative locations as shall be approved by the County Council subsequently) and to arrange for the fire hydrants to be connected to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

7. MISCELLANEOUS

It is acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply each of:-

- 7.1 the Secondary Education Contribution;
- 7.2 the Sixth Form Education Contribution;
- 7.3 the Primary Education Contribution;
- 7.4 the Library Contribution;
- 7.5 the Strategic Highways Contribution;

7.6 the Local Highway Improvements Contribution;

7.7 the Fire and Rescue Service Contribution; and

7.8 the Further Primary Education Contribution

to compensate it for all work done by the County Council's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement related to the contribution in question including, without limitation, the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a Scheme and any necessary advertisements.

FOURTH SCHEDULE

District Council's Obligations

1 AFFORDABLE HOUSING

Without prejudice to the generality of clause 9.4 the District Council agrees that where it is requested to approve any details or a scheme pursuant to paragraph 1 of the Second Schedule then any such approval shall not be unreasonably withheld or delayed.

2 HEALTHCARE CONTRIBUTION

The District Council shall use the Healthcare Contribution towards the cost of providing for the recruitment of a GP and associate staff and the redesign of the Angmering Medical Centre layout to create additional consulting rooms due to needs created by the Development.

3 SWIMMING POOLS CONTRIBUTION

The District Council shall use the Swimming Pools Contribution towards the delivery and maintenance of a new or the maintenance of existing swimming pool facilities in the District due to needs created by the Development.

4 SPORTS HALLS AND COMMUNITY BUILDINGS CONTRIBUTION

The District Council shall use the Sports Halls and Community Buildings Contribution towards the delivery and maintenance of a new or the maintenance of existing sports halls and community buildings facilities in the District due to needs created by the Development.

6 POLICE CONTRIBUTION

The District Council shall use the Police Contribution towards promoting and financing community policing and poicing and crime reduction and security initiatives within the vicinity of the Site due to needs created by the Development.

7 PUBLIC ART CONTRIBUTION

The District Council shall use the Public Art Contribution within the vicinity of the Site due to needs created by the Development.

8 PUBLIC OPEN SPACE

Without prejudice to the generality of clause 9.4 the District Council agrees that where it is requested to approve any details or a scheme pursuant to paragraph 7 of the Second Schedule then any such approval shall not be unreasonably withheld or delayed.

9 SPORTS PITCHES CONTRIBUTION

The District Council shall use the Sports Pitches Contribution towards the acquisition of land for and the provision of 2 Sports Pitches together with car parking and changing facilities within the village of Angmering PROVIDED THAT in the event that it is not possible to acquire land for new sports pitches within 10 years of receipt then the Sports Pitches Contribution shall be used towards the upgrade and maintenance of the existing sports pitches and facilities located at Palmer Road and such improvements shall be carried out within 15 years of receipt.

10 OUTDOOR FITNESS CONTRIBUTION

The District Council shall use the Outdoor Fitness Contribution towards the delivery and maintenance of a new or the maintenance of existing sports pitches and recreation and exercise facilities in the District due to needs created by the Development.

11 REPAYMENT

11.1 If or to the extent that the all or any of the contributions referred to in paragraphs 1 – 6 of this Fourth Schedule shall not have been spent by the District Council within 5 years of receipt of the relevant contribution the District Council shall, subject to paragraph 1.4, on such date refund to the party that paid the relevant contribution any unexpended part of the relevant contribution together with compound interest on the unexpended part from the date of receipt by the District Council of the relevant 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.

11.2 If or to the extent that the all or any of Sports Pitches Contribution shall not have been spent by the District Council within 25 years of receipt of Sports Pitches Contribution the District Council shall, subject to paragraph 1.4, on such date refund to the party that paid the Sports Pitches Contribution any unexpended part of the relevant contribution together with compound interest on the unexpended part from the date of receipt by the District Council of the Sports Pitches 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.

FIFTH SCHEDULE

County Council's Obligations

1. SECONDARY EDUCATION CONTRIBUTION

- 1.1 The County Council covenants that upon receipt of the Secondary Education Contribution as paid to the County Council under paragraph 1 of the Third 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 provision of additional facilities at The Angmering School as already specified in this Agreement.
- 1.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Secondary Education Contribution it will issue to the party that paid the said contribution an account certified by the Executive Director of Corporate Resources and Services for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.
- 1.3 If or to the extent that the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 the County Council shall, subject to paragraph 1.4, on such date refund to the party that paid the Secondary Education Contribution any unexpended part of the Secondary Education Contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Secondary Education 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 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 1.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for that purpose 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 1.2 and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 1.3.

2. SIXTH FORM EDUCATION CONTRIBUTION

- 2.1 The County Council covenants that upon receipt of each instalment of the Sixth Form Education Contribution as paid to the County Council under paragraph 1 of the Third 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 additional sixth form facilities at The Angmering School as already specified in this Agreement.
- 2.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the final instalment of the Sixth Form Education Contribution it will

issue to the party that paid the said contribution an account certified by the Executive Director of Corporate Resources and Services for the time being of the County Council detailing how the Sixth Form Education Contribution has been expended by the County Council.

- 2.3 If or to the extent that the Sixth Form Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 the County Council shall, subject to paragraph 2.4, on such date refund to the party that paid the Sixth Form Education Contribution any unexpended part of the Sixth Form Education Contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Sixth Form Education 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 the County Council shall have entered into a contract or other legally binding obligation to expend the Sixth Form 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 Sixth Form Education Contribution required for that purpose 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 Education Contribution in the manner set out in paragraph 2.2 and refund any unexpended part of the Sixth Form Education Contribution in the manner set out in paragraph 2.3.

3. PRIMARY EDUCATION CONTRIBUTION

- 3.1 The County Council covenants that upon receipt of each instalment of the Primary Education Contribution as paid to the County Council under paragraph 1 of the Third 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 towards the cost of providing a new school within the southern part of the village of Angmering as already specified in this Agreement.
- 3.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the final instalment of the Primary Education Contribution it will issue to the party that paid the said contribution an account certified by the Executive Director of Corporate Resources and Services for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.
- 3.3 If or to the extent that the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 the County Council shall, subject to paragraph 3.4, on such date refund to the party that paid the Primary Education Contribution any unexpended part of the Primary Education Contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Primary Education 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 the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Form Education 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 Primary Education Contribution required for that purpose 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 3.2 and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 3.3.

4. FURTHER PRIMARY EDUCATION CONTRIBUTION

- 4.1 The County Council covenants that upon receipt of each instalment of the Further Primary Education Contribution as paid to the County Council under paragraph 1 of the Third 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 towards the cost of providing a new school within the southern part of the village of Angmering as already specified in this Agreement.
- 4.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the final instalment of the Further Primary Education Contribution it will issue to the party that paid the said contribution an account certified by the Executive Director of Corporate Resources and Services for the time being of the County Council detailing how the Further Primary Education Contribution has been expended by the County Council.
- 4.3 If or to the extent that the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 4.2 the County Council shall, subject to paragraph 4.4, on such date refund to the party that paid the Further Primary Education Contribution any unexpended part of the Further Primary Education Contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Further Primary Education 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 the County Council shall have entered into a contract or other legally binding obligation to expend the Further Primary Form Education 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 Further Primary Education Contribution required for that purpose 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 Further Primary Education Contribution in the manner set out in paragraph 4.2 and refund any unexpended part of the Further Primary Education Contribution in the manner set out in paragraph 4.3.

5. LIBRARY CONTRIBUTION

- 5.1 The County Council covenants that upon receipt of the Library Contribution as paid to the County Council under paragraph 2 of the Third 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 provision of improvements to the Angmering library as already specified in this Agreement.

5.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Library Contribution it will issue to the party that paid the Library Contribution an account certified by the Executive Director of Corporate Resources and Services for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.

5.3 If or to the extent that the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 the County Council shall, subject to paragraph 5.4, on such date refund to the party that paid the Library Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Library 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 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 5.1 then the County Council shall not be required to refund any part of the Library Contribution required for that purpose 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 5.2 and refund any unexpended part of the Library Contribution in the manner set out in paragraph 5.3.

6. STRATEGIC HIGHWAYS CONTRIBUTION

6.1 The County Council covenants that upon receipt of the Strategic Highways Contribution as paid to the County Council under paragraph 3 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same towards the Strategic Highway Improvements and that it shall prioritise the elements of the Strategic Highway Improvements set out below and use reasonable endeavours to carry out and complete such improvements within thirty six (36) months of receipt of the first instalment of the Strategic Highways Contribution –

6.1.1 traffic calming works along Roundstone Lane;

6.1.2 improvement works at the A280/Water Lane junction; and

6.1.3 highway improvements to Junction 11 of the A259.

6.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Strategic Highways Contribution it will issue to the party that paid the said contribution an account certified by the Executive Director of Corporate

Resources and Services for the time being of the County Council detailing the schemes on which the Strategic Highways Contribution has been expended by the County Council.

6.3 If or to the extent that the Strategic Highways Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 6.2 the County Council shall, subject to paragraph 6.4, on such date refund to the party that paid the Strategic Highways Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt of the said contribution by the County Council 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.

6.4 If at the end of the period referred to in paragraph 6.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Strategic Highways Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Strategic Highways Contribution required for that purpose 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 Strategic Highways Contribution in the manner set out in paragraph 6.2 and refund any unexpended part of the Strategic Highways Contribution in the manner set out in paragraph 6.3.

7. LOCAL HIGHWAYS IMPROVEMENTS CONTRIBUTION

7.1 The County Council covenants that upon receipt of the Local Highway Improvements Contribution as paid to the County Council under paragraph 4 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same towards, commence and (once commenced) diligently proceed to complete the Local Highway Improvements as soon as reasonably practicable and use all reasonable endeavours to complete the Local Highway Improvements within 5 years of receipt of payment of the Local Highway Improvements Contribution.

7.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Local Highway Improvements Contribution it will issue to the party that paid the said contribution an account certified by the Executive Director of Corporate Resources and Services for the time being of the County Council detailing the scheme on which the Local Highway Improvements Contribution has been expended by the County Council.

7.3 If or to the extent that the Local Highway Improvements Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 7.2 the County Council shall, subject to paragraph 7.4, on such date refund to the party that paid the Local Highway Improvements Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt of the said contribution by the County Council 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.

- 7.4 If at the end of the period referred to in paragraph 7.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Local Highway Improvements Contribution or part thereof for the purposes specified in paragraph 7.1 then the County Council shall not be required to refund any part of the Local Highway Improvements Contribution required for that purpose 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 Local Highway Improvements Contribution in the manner set out in paragraph 7.2 and refund any unexpended part of the Local Highway Improvements Contribution in the manner set out in paragraph 7.3.

8. FIRE AND RESCUE SERVICE CONTRIBUTION

- 8.1 The County Council covenants with the Owner that upon receipt of the Fire and Rescue Service Contribution as paid to the County Council under paragraph 6 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same towards the re-development or re-location of fire stations and associated vehicles and equipment in West Sussex Fire Rescue Services southern area serving Angmering as already specified in this Agreement.
- 8.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Fire and Rescue Service Contribution it will issue to the party that paid the said contribution an account certified by the Executive Director of Corporate Resources and Services for the time being of the County Council detailing the schemes on which the Fire and Rescue Service Contribution has been expended by the County Council.
- 8.3 If or to the extent the Fire and Rescue Service Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 8.2 the County Council shall, subject to paragraph 8.4, on such date refund to the party that paid the Fire and Rescue Service Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt of the said contribution by the County Council 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.
- 8.4 If at the end of the period referred to in paragraph 6.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Service Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Fire and Rescue Service Contribution required for that purpose 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 Service Contribution in the manner set out in paragraph 6.2 and refund any unexpended part of the Fire and Rescue Service Contribution in the manner set out in paragraph 6.3.

APPENDIX 1

Form of Nomination Agreement

DATED 20

and

ARUN DISTRICT COUNCIL

DEED OF NOMINATION

for

rented units

at

West End nursery Roundstone Lane Angmering

West Sussex

THIS DEED OF NOMINATION RIGHTS is made the day of 20

BETWEEN

- (1)
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN15 7LF

1. DEFINITIONS

In this Deed :

- 1.1 **"Initial Let"** means the first tenancy of such newly constructed and previously unoccupied Rented Unit.
- 1.2 **"Nominee"** means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit.
- 1.3 **"Nomination List"** means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).
- 1.4 **"Property"** means the land at Clun Road Littlehampton West Sussex BN17 7EQ shown edged red on the attached plan.
- 1.5 **"Rented Units"** means the [] residential units[in the form of houses].
- 1.6 **"Subsequent Nominee"** means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.
- 1.7 **"Tenancy Agreement"** means an assured Tenancy Agreement in a form prepared by the AHP and containing terms which accord with the form of Tenancy Agreement being used by the AHP from time to time for its general lettings.
- 1.8 **"Vacancy Notice"** means a written notice given by the AHP to the Council (in a form to be agreed between the AHP and the Council within five weeks from the

date of this Deed) the function of such notice being the notification to the Council by the AHP that the construction and fitting out of the Rented Unit is completed.

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

1.9.1 moved to other accommodation either by transfer or decant provided by the AHP;

1.9.2 moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

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

2. ENABLING PROVISIONS

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

3. PROCEDURE

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

Initial Lets

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

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

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

- 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
- 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.
- 3.5 The AHP shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of ten working days of receipt of the Vacancy Notice.
- 3.6 The AHP shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the AHP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the AHP's offer and the AHP shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.
- 3.8 In the event of the second selected Nominee failing to accept the AHP's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the AHP shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the AHP's offer of a Tenancy Agreement within the prescribed time limits the AHP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.9 The AHP's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

- 3.10 Should a Rented Unit become a Void after the Initial Let or the AHP has reasonable cause to believe it will become a Void then and in each case:
- 3.10.1 the AHP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
- 3.10.2 within ten working days of receipt of the said notice the Council shall serve upon the AHP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 The AHP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within ten working days of receipt of the Void Notice.
- 3.12 Upon receipt of the Nomination List referred to in clause 3.10 the AHP shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The AHP shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

- 3.14 The AHP shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
- 3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
- 3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
- 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- 3.14.4 a person accepting an offer of a tenancy from the AHP;
- 3.14.5 the AHP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.

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

4. NOTICES

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

5. TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

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

6. MORTGAGEES IN POSSESSION

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

7. DISPUTES

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

8. COSTS

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

9. AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

EXECUTED as a **DEED** by

VIRIDIAN HOUSING

acting by:

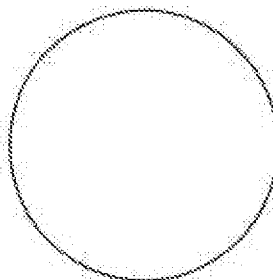
Director

Director/Secretary

EXECUTED AS A DEED BY

AFFIXING the Seal of **ARUN DISTRICT COUNCIL** hereto

In the presence of :-



Authorised signatory signature

Authorised signatory name

Authorised signatory job title

APPENDIX 2

West Sussex Fire and Rescue Service Guidance Notes

Guidance Note: The Provision of Access, Fire Hydrants and an Adequate Water Supply for Fire Fighting

Adequate access for fire fighting vehicles and equipment from the public highway must be available and may require additional works on or off site, particularly in very large developments. (BS5588 Part B 5)

Works may be needed to fulfill the Fire Authority's duty to ensure the provision of an adequate supply of water for fire fighting (Fire Services Act 2004) Requirements for the provision of fire hydrants affixed to water mains and to carry out other works necessary to ensure adequate supplies of water, in terms of both volume and pressure, may be sought either as planning conditions or possibly through a legal agreement.

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority
South East Water
Sutton and East Surrey Water Company
Scottish and Southern Energy (inset water company)

2.0 The following guidelines are intended to assist landowners and developers.

- Hydrants are to be fitted to water mains at least 100mm in diameter in residential areas and 150mm diameter in commercial/industrial areas.
- In residential areas fire hydrants should be positioned no more than 150 metres from a standard two-floor residence.
- Where multi-floor or multiple occupancy dwelling properties are constructed it may be necessary to install sprinkler systems or dry risers to ensure every part of every dwelling is no more than 45 metres from a fire fighting appliance.
- Where dry risers are installed, access to the inlet should be no more than 18 metres visible sight from a fire appliance and the distance to a hydrant should be no more than 90 metres.
- In industrial areas fire hydrants should be positioned no more than 90 metres from a building. Fire hydrants covering large public buildings and areas such as hospitals, hotels, schools, and town centre developments should comply with the relevant codes of practice.
- In planning the provision of fire hydrants in rural areas, particular attention should be paid to specific risks and therefore no definitive distances can be provided.
- Where development is considered to be a 'major risk', it will be considered individually to ensure that the overall provision for fire fighting comprising, as

appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

Fire hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible.

3. Water Pressure

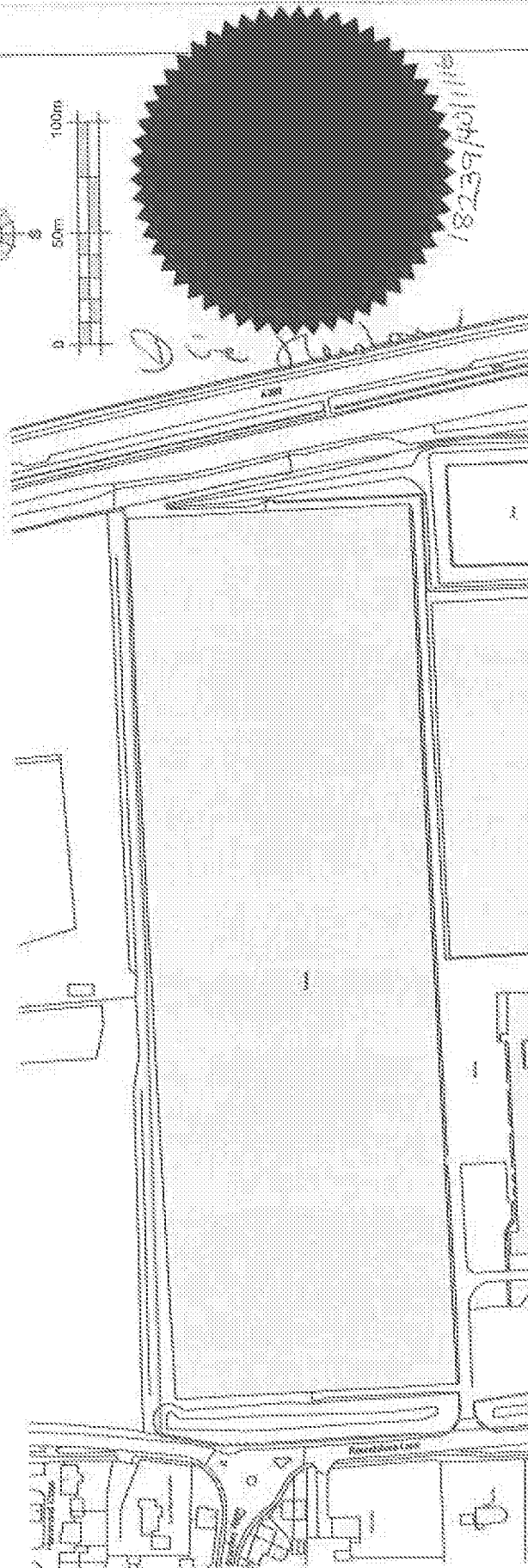
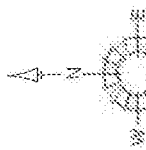
Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will cause the water to reach the top of the top-most storey of every building in the undertaker's area

In addition, contributions may be sought towards the provision of a new fire station or the redevelopment or extension of an existing station and its associated vehicles and equipment or associated community assets so as to enable the fire authority to meet the nationally prescribed standards of fire cover for the area.

Full details of the Fire and Rescue standards for access roads (including weight requirements) and for water supplies are available on request.

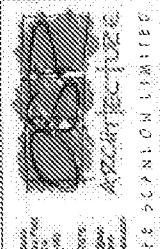
APPENDIX 3

Plan 1



18239/40/116

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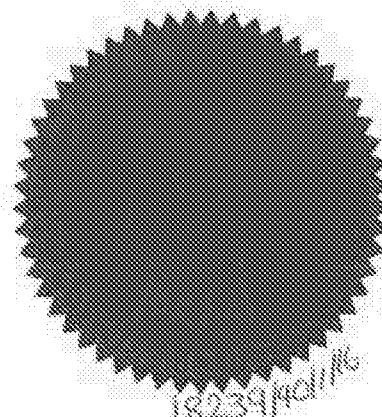


CLIENT:	East Herring		PROJECT:
SCALE:	1:2000	(as shown)	DATE:
DATE:	28.09.15	15035	S101

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Executed as a deed by affixing the common seal of)

WEST SUSSEX COUNTY COUNCIL in the)
presence of:)



Dina Nishan

.....

Authorised Officer

.....

.....

Authorised Officer

EXECUTED AS A DEED BY

AFFIXING the Seal of ARUN DISTRICT
COUNCIL hereto

In the presence of :-

Authorised signatory s

Authorised signatory n

Authorised signatory job title

Solicitor

Executed as a deed by CALA
MANAGEMENT LIMITED

Director

Director/Company Secretary