

DATED

4 February

2026

(1) ARUN DISTRICT COUNCIL

And

(2) BDW TRADING LIMITED

And

(3) WEST SUSSEX COUNTY COUNCIL

Relating to

Nursery Fields, Land to the North of Chalcraft Lane, West Bersted, West
Sussex PO21 5TS

**SECOND DEED OF VARIATION
PURSUANT TO SECTION 106 AND SECTION 106A OF THE
TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

Original Permission: BE/148/20/OUT
Application to vary: BE/126/25/DOV

THIS DEED is made the day of **4 February 2026**
BETWEEN:-

- (1) **ARUN DISTRICT COUNCIL** of The Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF (the "Council")
- (2) **BDW TRADING LIMITED** (Company Registration No. 03018173) whose registered company address is Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (the "Owner")
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (the "County Council")

INTRODUCTION

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated and is the Authority by whom the planning obligations contained in this Deed are enforceable.
- (2) The County Council is the local Highway Authority for the area in which the land is situated.
- (3) The Owner is the freehold owner of the Land which is registered with the Land Registry under title number WSX436748 subject to the matters recited in the Property Proprietorship and Charges Register.
- (4) On 7 September 2021, the previous owners, namely, (1) Chalcroft Associates LLP, (2) Chalcroft Developments Ltd, (3) Rodney Michael Westlake, Anne Rosemary Westlake, John Ronald Harnett, Daniel Harnett, (4) Anthony John Lalor and Susan Carol Lalor; (5) Landform Bersted Limited (the developer); and National Westminster Bank Plc (the mortgagee) provided the Council and the County Council with the Section 106 Unilateral Undertaking in connection with application reference BE/148/20/OUT.
- (5) Subsequent to the completion of the Section 106 Unilateral Undertaking, the Council issued the First Planning Permission.
- (6) On 31 January 2025, the Council, the Owner and the County Council entered into a Deed of Variation pursuant to section 106A of the Act (the "**First Deed of Variation**").
- (7) The Owner submitted the Application to the Council to further vary the Section 106 Unilateral Undertaking. This variation seeks to amend the trigger for the completion of access roads to the Development.
- (8) The Council and County Council considers that the matters contained in this Deed are:
 - (a) necessary to make the Development acceptable;
 - (b) directly related to the Development; and,
 - (c) fairly related in scale and kind to the Developmentand thus satisfy the requirements of Regulation 122 of the Regulations.

- (9) The Owner enters into this Deed in support of the Application pursuant to the provisions of the Operative Acts upon the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In this Deed the following words and expressions shall unless the context otherwise permits or requires have the following meanings:-

"the Act"	means the Town and Country Planning Act 1990
"the Application"	means the application registered by the Council under reference number BE/126/25/DOV which seeks a further variation of the Section 106 Unilateral Undertaking
"the First Planning Permission"	means the planning permission granted on 8 April 2022 for up to 225 (two hundred and twenty five) residential units with associated infrastructure, open space and vehicular and pedestrian access, under planning reference number BE/148/20/OUT and appeal reference APP/C3810/W/21/3275040
"Land"	means all that land situate at and known as land on and lying to the north west of Chalcraft Lane, Bognor Regis registered at the Land Registry under title number WSX436748 as shown for identification purposes only edged with a red line on Plan 1
"Operative Acts"	means section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and sections 8, 9 and 609 of the Housing Act 1985
"Plan 1"	means the plan attached to this Deed at Appendix 1 which is the same plan as is attached to the Original Deed as Plan 1

"the Regulations"

means the Community Infrastructure Levy
Regulations 2010 (as amended)

2. CONSTRUCTION OF THIS DEED:

In this Deed unless the context indicates or requires otherwise:-

- 2.1 References in this Deed to Clauses, Paragraphs and Schedules are to Clauses, Paragraphs and Schedules 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 interchangeable 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, covenant, restriction or requirement, all their obligations, covenants, restrictions or requirements can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 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 subordinate 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 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and, in the case of the Council or any other body, the successors to its statutory functions.
- 2.7 The headings are for reference only and shall not affect the construction or interpretation of this Deed.
- 2.8 Any covenant by the Owner not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3. LEGAL EFFECT

- 3.1 This Deed is a planning obligation made pursuant to Section 106 of the Act together with section 106A of the Act and its purpose is to further vary the Section 106 Unilateral Undertaking with the intention that the planning obligations contained in that Section 106 Unilateral Undertaking shall continue to apply save for any variations contained within this Deed.
- 3.2 This Deed is enforceable against the Owner by the Council as the local planning authority for the area in which the Land is situate.

3.3 All the terms, definitions, conditions and obligations in the Section 106 Unilateral Undertaking (including, for the avoidance of doubt, any recitals or introductions) are incorporated in full in this Deed and nothing in this Deed shall vary or alter the Section 106 Unilateral Undertaking save where expressly stated otherwise in this Deed.

3.4 To the extent that this Deed contains obligations on the part of the Owner as appropriate:-

3.4.1 the said obligations shall bind the Land;

3.4.2 the said obligations shall be enforceable by the Council;

3.4.3 the said obligations shall be enforceable against the Owner, their successors in title to the Land or any part thereof and all persons deriving title to the Land or any part thereof through or under them.

4. COMMENCEMENT

4.1 This Deed shall come into effect on the date hereof.

5. VARIATION OF THE SECTION 106 UNILATERAL UNDERTAKING

5.1 The Parties agree that the Section 106 Unilateral Undertaking shall be varied as follows:-

(a) Paragraph 1.1.2 of Schedule 1 shall be deleted and replaced with the following:

"not to allow Occupation of the final Residential Unit within the Development unless and until the Access Road Phase 1 works have been carried out and completed to Completion Certificate Standard and made available for public use;"

(b) Paragraph 2.1.2 of Schedule 1 shall be deleted and replaced with the following:

"not to allow Occupation of the final Residential Unit within the Development unless and until the Access Road Phase 2 works have been carried out and completed to Completion Certificate Standard and made available for public use;"

(c) Paragraph 4.1.4 of Schedule 1 shall be deleted and replaced with the following:

"to complete the PRow Phase 1 Scheme of Works to Completion Certificate Standard in accordance with the PRow Phase 1 Agreement prior to Occupation of more than 200 (two hundred) Residential Units and not to Occupy nor permit Occupation of more than 200 (two hundred) Residential Units until the PRow Phase 1 Scheme of Works have been completed to Completion Certificate Standard";

(d) Paragraph 5.1.4 of Schedule 1 shall be deleted and replaced with the following:

"to complete the PRow Phase 2 Scheme of Works to Completion Certificate Standard in accordance with the PRow Phase 2 Agreement prior to

Occupation of more than 100 (one hundred) Residential Units and not to Occupy nor permit Occupation of more than 100 (one hundred) Residential Units until such time as the PRow Scheme of Works has been completed to Completion Certificate Standard."

- (e) In Schedule 2 (pursuant to the First Deed of Variation) a new definition of "Affordable Rented Units" shall be included as follows:

"Affordable Rented Units" means a form of Affordable Housing involving homes being available at a rent level up to 80% of local market rent (inclusive of service charge at the time of each letting) which rent may be increased annually by no more than CPI + 1.0% or in the event of any change to legislation in relation to Affordable Rent, such other rent level which may be applicable at the time of each letting. **"Affordable Rent Unit"**, **"Affordable Rented Housing"** and **"Affordable Rent"** shall be construed accordingly

- (f) In Schedule 2 (pursuant to the First Deed of Variation) the definition of "Chargee" shall be deleted in its entirety and replaced with the following:

"Chargee" means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee

- (g) In Schedule 2 (pursuant to the first Deed of Variation) a new definition of "Registered Provider" shall be included as follows:

"Registered Provider" means either a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to section 3 of the Housing Act 1996 and has not been removed from that register pursuant to section 4 of Housing Act 1996 or a provider of social housing as defined in section 80 of the Housing and Regeneration Act 2008 who is registered with the Regulator pursuant to section 111 of the Housing and Regeneration Act 2008 and has not been removed from the register of the Council and such Registered Provider shall be approved by the Council in writing

- (h) Paragraph 6.1.4 of Schedule 2 (pursuant to the First Deed of Variation) shall be deleted in its entirety and replaced with the following:

6.1.4 "a Chargee, PROVIDED THAT:

6.1.4.1 such mortgagee or Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

6.1.4.2 if such disposal has not completed within the three month period, the mortgagee or Chargee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in the Section 106 Unilateral Undertaking which provisions shall determine absolutely."

6. CONTINUATION OF THE TERMS OF THE SECTION 106 UNILATERAL UNDERTAKING

- 6.1 The Parties agree that, with effect from the date hereof, the Section 106 Unilateral Undertaking shall be further varied and read and construed as being subject to the terms of this Deed and as having been further amended by the terms of this Deed and the terms of the Section 106 Unilateral Undertaking shall continue in full force and effect.

7. COSTS

- 7.1 The Owner covenants with the Council to pay at or prior to the completion of this Deed, the Council's reasonable legal costs and disbursements in connection with this Deed.
- 7.2 The Owner covenants with the County Council to pay at or prior to the completion of this Deed, the County Council's reasonable legal costs and disbursements in connection with this Deed.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 8.1 Unless expressly stated to the contrary, the provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Deed shall be governed by and interpreted in accordance with the laws of England and the Parties submit to the jurisdiction of the courts of England.

10. LOCAL LAND CHARGE

- 10.1 Upon completion this Deed shall be registered as a Local Land Charge by the Council.

IN WITNESS whereof the parties hereto have executed and delivered this document as a Deed in the presence

EXECUTED AS A DEED by
BDW TRADING LIMITED

acting by

[Redacted]

and

[Redacted]

as the Attorneys in the name of BDW Trading Limited in exercise of the power

Conferred upon them by a Power of Attorney dated 14th April 2025.

In the presence of:

[Redacted]

SIGNATURE OF ATTORNEY

[Redacted]

SIGNATURE OF WITNESS

Witness Name:

Charlotte Sherwood
BDW, Southampton
Tollbar house
Tollbar Way
Hedge End, SO30 2UH

Witness Address:

Witness Occupation:

PA.

[Redacted]

SIGNATURE OF ATTORNEY

[Redacted]

SIGNATURE OF WITNESS

Witness Name:

NIAL WOOD

Witness Address:

Tollbar House, Tollbar Way, Hedge End, SO30 2UH

Witness Occupation:

Land Buyer

EXECUTED AS A DEED BY AFFIXING
THE COMMON SEAL of
ARUN DISTRICT COUNCIL

in the presence of:-

)
)
)



AUTHORISED SIGNATORY

THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
was hereunto affixed
in the presence of:

)
)
)



AUTHORISED SIGNATORY

34511/213/2026

APPENDIX 1

Plan 1



The information contained in this plan is for the purpose of planning only and does not constitute a guarantee, warranty or representation of any kind. The information is provided as a service to the client and is subject to change without notice. The client is responsible for ensuring that the information is accurate and up-to-date.

History Plans application boundary (1:1000 scale)

PLAN FOR APPROVAL

Project Name: Nursery Fields, West Dorset
 Date: 11/11/2011
 Version: 1.0

PLANNING

Landform Bersted Ltd



Nursery Fields,
 West Dorset

Nursery Fields
 Location Plan

Scale: 1:1000
 Date: 11/11/2011
 Version: 1.0



01/02/2011

34511/2/3/2026