

Dated:

7 SEPTEMBER

2021

CHALCROFT ASSOCIATES LLP (1)

and

CHALCRAFT DEVELOPMENTS LIMITED (2)

and

RODNEY MICHAEL WESTLAKE, ANNE ROSEMARY WESTLAKE, JOHN RONALD HARNETT
AND DANIEL HARNETT (3)

and

ANTHONY JOHN LALOR AND SUSAN CAROL LALOR (4)

and

LANDFORM BERSTED LIMITED (5)

and

NATIONAL WESTMINSTER BANK PLC (6)

with unilateral undertakings given to

ARUN DISTRICT COUNCIL (7)

and

WEST SUSSEX COUNTY COUNCIL (8)

**PLANNING OBLIGATION BY WAY OF
UNILATERAL UNDERTAKING**

pursuant to Section 106 of the Town and Country
Planning Act 1990 and other powers relating to
development of land at Nursery Fields, Land to
the North of Chalcroft Lane, West Bersted, PO21
5TS

THIS DEED is made on

7 SEPTEMBER 2021

AND CONTAINS UNILATERAL UNDERTAKINGS GIVEN BY:

- (1) **CHALCROFT ASSOCIATES LLP** (Company Registration No. OC337417) whose registered office is at 5 Culver Road, Felpham, Bognor Regis, West Sussex, PO22 7EF (the "**First Owner**");
- (2) **CHALCRAFT DEVELOPMENTS LIMITED** (Company Registration No. 10533134) whose registered office is at 2 London Wall Place, London, England, EC2Y 5AU (the "**Second Owner**");
- (3) **RODNEY MICHAEL WESTLAKE** and **ANNE ROSEMARY WESTLAKE** of Calthorpe House, Aldborough, Norwich, NR11 7EU, **JOHN RONALD HARNETT** of Manor Lodge, Willen Road, Milton Keynes Village, Milton Keynes, MK10 9AF and **DANIEL HARNETT** of 34 Joy Lane, Whitstable, CT5 4LT (the "**Third Owners**");
- (4) **ANTHONY JOHN LALOR** and **SUSAN CAROL LALOR** of The Old Rectory, Timolin, Athy, Co Kildare, Republic of Ireland, R14 EY84 (the "**Fourth Owners**")

The First Owner, the Second Owner, the Third Owners and the Fourth Owners are together the "**Owners**";

- (5) **LANDFORM BERSTED LIMITED** (Company Registration No. 09956033) whose registered office is at 2 London Wall Place, London, England, EC2Y 5AU (the "**Developer**")
- (6) **NATIONAL WESTMINSTER BANK PLC** (Company Registration No. 00929027) whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA and whose address for service is Credit Documentation, PO Box 339, Manchester M60 2AH (the "**Mortgagee**");

TO:

- (7) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton, BN17 5LF (the "**District Council**");

AND

- (8) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, PO19 1RW (the "**County Council**").

RECITALS

- A The District Council is local planning authority for the purposes of the Act for the area in which the Land is situated.
- B The County Council is the local highway authority for the purposes of the 1980 Act and local education authority for the purposes of the Education Act 1996 for the area in which the Land is situated.
- C The First Owner is the freehold owner of the part of the Land registered at the Land Registry under title number WSX318871.
- D The Second Owner is the freehold owner of the part of the Land registered at the Land Registry under title number WSX412609.
- E The Third Owners are the freehold owner of the part of the Land under title number WSX342061.
- F The Fourth Owners are the freehold owner of the part of the Land under title number WSX318828.

- G The Developer is the registered proprietor of a charge dated 22 September 2016 in respect of the part of the Land under title number WSX318828 and a charge dated 23 May 2016 in respect of the Land under title number WSX342061.
- H The Mortgagee is the registered proprietor of a charge dated 29 September 2017 in respect of the part of the Land under title number WSX318871.
- I The Developer submitted the Application to the District Council on 9 December 2020.
- J The District Council refused the Application on 1 April 2021.
- K The Developer submitted the Appeal on 14 May 2021 and it was validated by the Planning Inspectorate on 25 May 2021.
- L The Owners, the Developer and the Mortgagee agree to enter into this Deed to give the following obligations and to bind the Land with the planning obligations in this Deed in the event that Planning Permission is granted.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

- 1.1. In addition to the definitions set out below, a series of specific definitions are included in each of the Schedules to this Deed giving further defined terms and expressions to facilitate interpretation and unless stated to the contrary the specific definitions in the Schedules shall apply throughout this Deed where the relevant terms and expressions are used.
- 1.2. In this Deed the following expressions shall have the meanings indicated:

"1980 Act"	The Highways Act 1980;
"Act"	The Town and Country Planning Act 1990 (as amended);
"Appeal"	means the appeal submitted by the Developer on 14 May 2021 pursuant to section 78 of the Act in respect of the District Council's refusal of the Application and allocated reference APP/C3810/W/21/3275040;
"Application"	means the application for outline planning permission allocated reference number BE/148/20/OUT and refused by the District Council on 1 April 2021;
"BCIS Index"	means the All-in Tender Price Index published by the Building Cost Information Service Ltd provided that in the event that such index ceases to be published the Owners shall seek to agree a replacement index with the District Council and the County Council;
"Commence"	means the carrying out of a "material operation" (as defined in section 56(4) of the Act) in connection with the Development (or any part as may be specified in this Deed) save that 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 shall not be included (and "Commencement" and "Commencement Date" shall be construed accordingly);
"Completed"	means depending on the context of the Deed the substantial completion of any part or the whole of the Development as

	appropriate such that it is fit for its intended purpose (and, in the case of any highway works, physically completed and available for use by the public) and, free from defects other than minor snagging as confirmed by a certificate of practical completion or sectional practical completion issued by the appointed architect or other suitably qualified professional and "Complete" and "Completion" shall be construed accordingly;
"Contributions"	means any one or number of the financial contributions required to be made pursuant to Schedule Four of this Deed;
"CPI"	means the Consumer Prices Index published by the Office for National Statistics (or any replacement body) provided that in the event that such index ceases to be published, the Owner shall seek to agree a replacement index with the District Council;
"Development"	means the development on the Land of up to 225 residential units with associated infrastructure, open space and vehicular and pedestrian access as permitted by the Permission;
"District"	means the administrative area for which the District Council is the local planning authority;
"Enabling Powers"	Section 111 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 Section 106 of the Act and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed;
"Index Linked"	means: a) In the case of 3G Pitch Contribution, 3G Pitch Land Cost Contribution, the Early Years Land Contribution, the Healthcare Contribution, the Primary School Land Cost Contribution, the SEND Land Cost Contribution, the Playing Pitch Contribution, the Playing Pitch Land Cost Contribution the Sports Hub Contributions, the Swimming Pool Contribution and the Public Art Contribution adjusted in accordance with the RPI by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Deed and whose numerator shall be the last published RPI monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure; and b) In the case of all the other Contributions save for those listed in (a) above, adjusted in accordance with the BCIS Index by multiplying in each case the payment due by a fraction whose denominator shall be the last BCIS monthly figure published before the date of this Deed and whose numerator shall be the last published BCIS Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure.
"Interest"	means interest at four (4) per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment);

"the Land"	means the land at Nursery Fields, Land to the North of Chalcraft Lane, West Bersted, PO21 5TS and as shown indicatively edged red on Plan 1 and (at the date of this Deed) registered at the Land Registry under title numbers WSX318871, WSX412609, WSX342061 and WSX318828;
"Occupation"	means occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;
"Open Market Units"	means the Residential Units which are general market housing for sale on the open market and which are not Affordable Housing Units (as defined in Schedule Two);
"Phase"	means a phase of the Development as shown on the latest approved Phasing Plan;
"Phasing Plan"	means a plan to be submitted to the District Council pursuant to a condition on the Planning Permission setting out the proposed phasing of the Development;
"Plan 1"	means the plan marked "1304_S_11_P1" showing the Land edged red and included within Schedule Six of this Deed;
"Plan 2"	means the plan marked "Plan 2 – S106 Access Road Phasing Plan – 1304_S_16_P7" indicatively showing the highways and access works to serve the Development and the location of the Adjoining Land (as defined in Schedule One) and included within Schedule Six of this Deed;
"Plan 3"	means the plan marked 'ITB14224-GA-009 Rev B' showing the layout of the first section of the Access Road Phase 1 (as defined in Schedule One) that has been agreed with the County Council and included within Schedule Six of this Deed;
"Permission"	means an outline planning permission granted by the Secretary of State pursuant to the Appeal;
"Reserved Matters Application"	means any application submitted pursuant to the Permission relating to scale, layout, appearance or landscaping as matters that have been reserved relating to the Development;
"Reserved Matters Approval"	means an approval of a Reserved Matters Application;
"Residential Units"	means individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate);
"RPI"	means the RPI All Items Index published by the Office for National Statistics (or any replacement body) provided that in the event that such index ceases to be published, the Owner shall seek to agree a replacement index with the District Council and the County Council;
"Secretary of State"	means the Secretary of State for Housing, Communities and Local Government and any planning inspector appointed to act on his behalf;

"Statutory Undertakers"	means organisations licensed by the government which include all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies;
"Strategic Site"	means the strategic site known as 'SD3 West of Bersted site' within the District Council's adopted Local Plan
"Working Day(s)"	means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

2. INTERPRETATION

- 2.1. Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3. 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 unless there is an express provision otherwise.
- 2.4. 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.
- 2.5. 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 the County Council the successors to their respective statutory functions.
- 2.6. References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7. The headings and contents list are for reference only and shall not affect construction.
- 2.8. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.9. Any reference in this Deed to a requirement for an approval from one of the parties shall be deemed to be a reference to an approval in writing.

3. STATUTORY AUTHORITY

- 3.1. This Deed is made pursuant to Section 106 of the Act and the other Enabling Powers.
- 3.2. The undertakings, covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and County Council as local planning authority and local highway authority and local education authority respectively against the Owners and any person deriving title in the Land or any part of it from the Owners.

4. EFFECT OF THE DEED

- 4.1. Subject to clauses 4.2, 4.3 and 6.2 this Deed and its clauses and paragraphs herein shall take effect on the day and year first before written save that the obligations contained in the Schedules to this Deed shall come into force as follows:

- 4.1.1. those obligations which expressly require something to be done prior to the Commencement of the Development or prohibit the Commencement of the Development before something has been done shall come into effect on the date of the Permission; and
 - 4.1.2. all remaining obligations and provisions shall come into effect on the Commencement of the Development.
- 4.2. 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.
- 4.3. The obligations in paragraph 9.2 of Schedule Four (relating to payment of the Spine Road Contribution (as defined in Schedule Four)) shall only take effect in the event that the Secretary of State expressly states in his decision that such contribution is required to be paid.
- 5. COVENANTS**
- 5.1. The Owners covenant with the District Council and the County Council that they will observe and perform the obligations contained in Schedules One to Six (inclusive).
- 6. RELEASE AND LAPSE**
- 6.1. An Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its interests in the Land or the relevant part of it to which a particular obligation relates.
- 6.2. This Deed shall lapse and be of no further effect if:
 - 6.2.1. the Appeal is refused by the Secretary of State such that the Planning Permission is not granted; or
 - 6.2.2. the Permission shall lapse without having been implemented by the carrying out of a material operation in accordance with section 56(4) of the Act; or
 - 6.2.3. the Permission shall be varied or revoked other than with the consent of the Owners; or
 - 6.2.4. the Permission is quashed following a successful legal challenge.
- 6.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.4. This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.
- 6.5. This Deed shall not be enforceable against:
 - 6.5.1. any purchaser or occupier or their mortgagee of an Open Market Unit;
 - 6.5.2. any Self-Builders (as defined in Schedule Six) save that the obligations in Schedule Six shall be enforceable against any Self-Builders in their capacity as the builders of the relevant Self-Build Residential Units (as defined in Schedule Six);
 - 6.5.3. any purchaser or occupier or their mortgagee of an individual Intermediate Unit or Shared Ownership Unit (as defined in Schedule Two) save for paragraphs 3 and 4 of Schedule Two; or
 - 6.5.4. any tenant or occupier of an Affordable Rent Unit (as defined in Schedule Two) save for paragraphs 3 and 5 of Schedule Two; or

- 6.5.5. any HARP (as defined in Schedule Two) or Chargee (as defined in Schedule Two) save in respect of Schedule Two;
- 6.6. The obligations in the Schedules to this Deed shall not be enforceable against any person whose only interest(s) in the Land is in respect of the land that is at the date of this Deed registered at the Land Registry under title numbers WSX318871 and/or WSX412809 (which shall for the avoidance of doubt include at the date of this Deed the First Owner, the Second Owner and the Mortgagee), save that the obligations in paragraph 1 of Schedule One (relating to the delivery of the Access Road Phase 1 (as defined in Schedule 1)) shall be enforceable against such a person.
- 7. LOCAL LAND CHARGE**
- 7.1. This Deed is a local land charge and is entered into with the intention that it shall be registered as such by the District Council in the land charges register for the Land.
- 7.2. The Owners shall within 28 days of the date of this Deed apply to the Land Registry to have this Deed noted against their respective title interests as set out in the Recitals to this Deed.
- 7.3. Upon the full satisfaction of all the terms of this Deed the Owners may request that the District Council or the County Council (as appropriate) procure that all entries in the register of local land charges relating to it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.
- 8. NO FETTER ON DISCRETION OR WAIVER**
- 8.1. Nothing contained or implied in this Deed shall prejudice or affect or operate so as to fetter the rights discretions powers duties remedies and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.2. 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 from acting upon any subsequent breach or default.
- 9. WARRANTY AS TO TITLE**
- 9.1. The Owners hereby warrant to the District Council and the County Council that no person other than the parties to this Deed has any legal interest in the Land save in respect of such parts of the Land as may be unregistered.
- 10. SEVERABILITY**
- 10.1. If any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.
- 10.2. Subject to clauses 4.3 and 10.3, for the purposes of the Community Infrastructure Levy Regulations 2010 (the "Regulations"), the Owners, the Developer, and the Mortgagee hereby affirm that the obligations, covenants and undertakings contained in the Schedules to this Deed (with the exception of those relating to the Spine Road Contribution (as defined in Schedule Four)) are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in regulation 122(2) of the Regulations.
- 10.3. In the event that the Secretary of State expressly states in his formal decision on the Appeal that any of the obligations, covenants or undertakings contained in this Deed do not comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 or are otherwise not required the relevant provisions of this Deed shall be deemed to be deleted and the remainder of this Deed shall continue in full force and effect.

11. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

- 11.1. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed (other than the District Council and the County Council) and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and the District Council and County Council without the consent of any such third party.

12. NOTIFICATION OF COMMENCEMENT/OCCUPATION

- 12.1. The Owners covenant with the District Council and (where indicated) the County Council that they will:
- 12.1.1. notify the District Council and the County Council in writing of the date of Commencement of the Development within five Working Days of it occurring; and
 - 12.1.2. notify the District Council and the County Council in writing of the date of Occupation for the first time of any part of the Development within five Working Days of it occurring; and
 - 12.1.3. notify the District Council and the County Council in writing of the date of Occupation for the first time of 25% of the Open Market Units within five Working Days of it occurring;
 - 12.1.4. notify the District Council and the County Council in writing of the date of Occupation for the first time of 50% of the Open Market Units within five Working Days of it occurring;
 - 12.1.5. notify the District Council and the County Council in writing of the date of Occupation for the first time of 75% of the Open Market Units within five Working Days of it occurring;
 - 12.1.6. pay to the District Council or the County Council (as applicable) upon written demand its reasonable and properly incurred fees for additional monitoring caused by the Owners' non-compliance with clauses 12.1.1 to 12.1.5.

13. NOTICES

- 13.1. Any notices required to be served under this Deed shall be served by First Class prepaid post or (in the case of the District Council) by email in the following manner:
- 13.1.1. on the District Council at the address shown above or by email to planning@arun.gov.uk marked "for the attention of the Head of Development Management" and bearing the reference "BE/148/20/OUT";
 - 13.1.2. on the County Council at the address shown above and marked for the attention of the Head of Planning (and for the avoidance of doubt the County Council does not accept notice by email);
 - 13.1.3. on the Owners at the addresses as detailed above or as notified by the Owners in writing to the District Council and the County Council;
 - 13.1.4. on the Developer at the address detailed above or as notified by the Developer in writing to the District Council and the County Council; and
 - 13.1.5. on the Mortgagee at the address as detailed above or as notified by the Mortgagee in writing to the District Council and the County Council.

14. INDEX LINKING

- 14.1. The Contributions which are to be paid under the terms of this Deed shall be Index Linked where they are expressed to be Index Linked.

15. PAYMENT OF THE CONTRIBUTIONS

- 15.1. The Owners shall pay the Contributions to the District Council or the County Council (as the case may be) by either:
- 15.1.1. cheque made payable to the District Council or the County Council (as the case may be);
- 15.1.2. by BACS or telegraphic transfer.
- 15.2. All payments shall state the Permission reference number and the address to which this Deed relates.
- 15.3. Payment by cheque shall be sent to the District Council or the County Council (as the case may be) in accordance with the details set out in clause 15.1 identifying the obligation to which the payment relates.

16. INTEREST ON LATE PAYMENTS

- 16.1. Any amount due from the Owners under this Deed which is not paid on the due date shall be payable with interest.

17. MORTGAGEE CLAUSE

- 17.1. Notwithstanding clause 3.2, no obligation in this Deed (save for the obligations set out in paragraph 6.1.4 of Schedule Two in relation to a Chargee) shall be binding on or enforceable against any chargee or mortgagee (including the Developer and the Mortgagee) from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates

18. NOTIFICATION OF SUCCESSORS IN TITLE

- 18.1. Save in the case of the disposal of an individual Residential Unit, the Owners covenant to the District Council and the County Council that they will give immediate written notice to the District Council and the County Council of any change of ownership of the Land if at such time the obligations contained within this Deed have not fully been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

19. VAT

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

20. JURISDICTION AND GOVERNING LAW

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

21. DELIVERY

- 21.1. This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

22. **COUNTERPARTS**

- 22.1. This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

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

SCHEDULE ONE

HIGHWAYS AND TRANSPORT

DEFINITIONS

"Access Road"	means a scheme of works to provide access to the Land from Chalcraft Lane as indicatively shown running from point E to point G on Plan 2 and including the approved works shown on Plan 3;
"Access Road Phase 1"	means that part of the Access Road indicatively shown running from point E to point F on Plan 2;
"Access Road Phase 1 Highway Agreement"	means an agreement entered into between the Owners and the County Council pursuant to section 38 and/or section 278 of the Highways Act 1980 providing for the dedication and adoption of Access Road Phase 1 as highway maintainable at the public expense and which shall include: a) technical details, drawings and specification of the Access Road Phase 1 for approval by the County Council; b) provisions regarding supervision, inspection and certification of the highways works throughout the construction process; c) provisions regarding dedication and adoption (as applicable) of those parts of the Land on which the Access Road Phase 1 is to be constructed or the extent of the Access Road Phase 1 (as applicable); d) provisions regarding latent defects and maintenance period following Practical Completion of the works referred to therein; and any necessary security and step-in provisions the County Council consider reasonable in the circumstances
"Access Road Phase 2"	means that part of the Access Road indicatively shown running from point F to point G on Plan 2 and which connects to the Access Road Phase 1;
"Access Road Phase 2 Highway Agreement"	means an agreement entered into between the Owners and the County Council pursuant to section 38 and/or section 278 of the Highways Act 1980 providing for the dedication and adoption of Access Road Phase 2 as highway maintainable at the public expense and which shall include a) technical details, drawings and specification of the Access Road Phase 2 for approval by the County Council; b) provisions regarding supervision, inspection and certification of the highways works throughout the construction process; c) provisions regarding dedication and adoption (as applicable) of those parts of the Land on which the Access Road Phase 2 is to be constructed or the extent of the Access Road Phase 2 (as applicable); d) provisions regarding latent defects and maintenance period following Practical Completion of the works referred to therein; and any necessary security and step-in provisions the County Council consider reasonable in the circumstances;
"Adjoining Land"	means the land shown for indicative purposes hatched blue and falling outside the Land on Plan 2 forming part of allocation SD3 under Policy H SP2a of the Arun Local Plan 2011-2031 adopted by the District Council in July 2018
"Adoptable Standard"	means construction of the applicable highway to the standard required by the County Council to enable them to formally adopt the highway as highway maintainable at the public expense with details of the standard required being set out in the County Council's 'Section 278/38 Agreement - Standard Details' as may be published from time to time (or such other document replacement document published by the County Council that sets out the standards required for adoptable public highway), the

	current version of which can be found at https://www.westsussex.gov.uk/media/15216/standard_construction_details_res.pdf and includes those drawings and plans listed in the index under reference number S278/38/00 Rev H;
"Completion Certificate Standard"	means in the case of the Access Road Phase 1, the Access Road Phase 2, the PRoW Phase 1 Scheme of Works or the PRoW Phase 2 Scheme of Works (as applicable), completion to the reasonable satisfaction of the County Council (but excluding any applicable maintenance period) as evidenced by the issue of a certificate of completion by the County Council pursuant to the Access Road Phase 1 Highway Agreement, the Access Road Phase 2 Highway Agreement, the PRoW Phase 1 Agreement or the PRoW Phase 2 Agreement (as applicable);
"Final Certificate"	means the certificate to be issued by the County Council pursuant to the Access Road Phase 1 Highway Agreement, the Access Road Phase 2 Highway Agreement, the PRoW Phase 1 Agreement or the PRoW Phase 2 Agreement (as applicable) confirming that the Access Road Phase 1, Access Road Phase 2, PRoW Phase 1 Scheme of Works or PRoW Phase 2 Scheme of Works (as applicable) have been fully completed and adopted as part of the highway maintainable at the public expense;
"Necessary Consents"	means all consents, approvals, orders as may be required whether by law or otherwise in order to lawfully carry out the works and for the avoidance of doubt include securing all such consents, approvals and orders for required diversions (if any) for the improvement works to public right of way FP136 shown indicatively marked with a pink dashed line between points C and D on Plan 2.
"PRoW Phase 1 Agreement"	means an agreement entered into pursuant to section 38 and/or section 278 of the Highways Act 1980 and/or any other applicable statutory powers which provides for the carrying out of the PRoW Phase 1 Scheme of Works;
"PRoW Phase 1 Scheme of Works"	means a scheme of improvement works to public right of way FP136 between point D to point F indicatively marked on Plan 2 and which shall include (unless otherwise agreed with the County Council): (a) a 2 metre wide sealed surface footway from point D to point B; (b) a 4 metre wide sealed surface footway/cycleway from point B to point F; and (c) where physical constraints exist (e.g. tree protection areas), the existing public right of way shall be retained as is or returned to grass and an alternative sealed surface route alignment provided as agreed by the County Council including securing all Necessary Consents to secure any re-aligned route;
"PRoW Phase 2 Agreement"	means an agreement entered into pursuant to section 38 and/or section 278 of the Highways Act 1980 and/or any other applicable statutory powers which provides for the carrying out of the PRoW Phase 2 Scheme of Works;
"PRoW Phase 2 Scheme of Works"	means a scheme of improvement works to public right of way FP136 between point F to point C indicatively marked on Plan 2 and which shall include (unless otherwise agreed with the County Council): (a) a 4 metre wide sealed surface footway/cycleway; and (b) where physical constraints exist (e.g. tree protection areas), the existing public right of way shall be retained as is or return to grass and an alternative sealed surface route alignment provided as agreed by the County Council including securing all Necessary Consents to secure any re-aligned route;
"Reserved Land"	means the land reserved for potential future all-purpose vehicular, pedestrian and cycle access to the Adjoining Land from the Access Road Phase 2 within the area shown hatched black and marked H, I, J & K on Plan 2 or such amended area as may be agreed between the County Council, the District Council and the Owners from time to time;

"Reserved Land Notice"	means a written notice to be served on the Owners by the County Council: (a) confirming that all or part of the Reserved Land is required for road works which are the subject of an extant planning permission associated with the Adjoining Land; and (b) requiring the Owners to transfer the freehold interest in the Reserved Land to the County Council provided that in the event that the County Council only requires part of the Reserved Land such notice shall include a plan indicating the extent of the Reserved Land required to be transferred;
"Reserved Land Transfer"	means a transfer to the County Council of the freehold interest in the Reserved Land (or part thereof if applicable pursuant to the terms of the Reserved Land Notice) in substantially the form appended to this Deed at Appendix 2 (together with such amendments as may be reasonably required by the County Council and the Owners) and which provides that: (a) the permitted use of the Reserved Land shall be limited to use as a road for vehicular use with cycleway and footway; (b) the transfer of the land for £1 consideration; and (c) the Owners and Occupiers of the Development shall be entitled to freely use any road for vehicular use, cycleway and footway constructed on the Reserved Land at all times and at no charge pending adoption of such road, cycleway and footway as highway maintainable at the public expense.
"Strategic Highway Agreement"	means an agreement between the Owner and Highways England pursuant to section 278 of the Highways Act 1980 requiring the Owner to pay the Strategic Highway Contribution to Highways England on terms that Highways England apply such sums for securing the Strategic Highway Improvements and which shall ensure full payment prior to the deadline for compliance set out in paragraph 6.1.3 of this Schedule;
"Strategic Highway Contribution"	means the sum of £102,131.10 Index-Linked to be applied by Highways England towards the Strategic Highway Improvements;
"Strategic Highway Improvements"	means the following highway improvement works proposed to be carried out by Highways England: • A27/A259 Bognor Road roundabout improvement works and A27/B2145 Whyke roundabout improvement works;
"Temporary Reserved Land Specification"	means the specification to be submitted to the District Council and the County Council by the Owners pursuant to paragraph 3.1.1 of this Schedule which shall specify an appropriate landscaping scheme (which shall take into account the obligation under paragraph 3.1.2 of this Schedule) for how the Reserved Land will be retained until such time as the provisions of paragraphs 3.2 to 3.4 or 3.5 of this Schedule apply, and which may at the Owners' absolute discretion also include provision to use the Reserved Land as a location to carry out works necessary for adjacent development limited to the period necessary for this purpose (providing it shall thereafter to be returned to the condition of the approved landscaping scheme) and the approved Temporary Reserved Land Specification may be amended or substituted from time to time provided that the District Council and the County Council first agree to such amendment or substitution in writing.

OBLIGATION

1. Access Road Phase 1

1.1. The Owners covenant with the County Council and the District Council as follows:

- 1.1.1 not to Commence the Development unless and until an Access Road Phase 1 Highway Agreement has been entered into with the County Council in respect of the Access Road Phase 1;
- 1.1.2 not to Occupy nor permit Occupation of 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;
- 1.1.3 to use reasonable endeavours to carry out such necessary works as may be required to secure the issue of the Final Certificate in respect of the Access Road Phase 1 as soon as reasonably practicable after the date upon which the Access Road Phase 1 Highway Agreement is entered into; and
- 1.1.4 at their own cost to maintain and keep the Access Road Phase 1 in good repair so that the Access Road Phase 1 is to Adoptable Standard and fit for use by all road users until such time as the Access Road Phase 1 is adopted by the County Council as highway maintainable at the public expense in accordance with the terms of the Access Road Phase 1 Highway Agreement.

2. Access Road Phase 2

2.1. The Owners covenant with the County Council and the District Council as follows:

- 2.1.1 Not to Occupy nor permit Occupation of more than 50 Residential Units unless and until an Access Road Phase 2 Highway Agreement has been entered into with the County Council in respect of the Access Road Phase 2;
- 2.1.2 Not to Occupy nor permit Occupation of more than 100 Residential Units 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;
- 2.1.3 to use reasonable endeavours to carry out such necessary works as may be required to secure the issue of the Final Certificate in respect of the Access Road Phase 2 as soon as reasonably practicable after the date upon which the Access Road Phase 2 Highway Agreement is entered into; and
- 2.1.4 at their own cost to maintain and keep the Access Road Phase 2 in good repair so that the Access Road Phase 2 is to Adoptable Standard and fit for use by all road users until such time as the Access Road Phase 2 is adopted by the County Council as highway maintainable at the public expense in accordance with the terms of Access Road Phase 2 Highway Agreement.

3. Reserved Land

3.1. The Owners covenant with the County Council and the District Council:

- 3.1.1 to submit the Temporary Reserved Land Specification to the County Council and the District Council no later than the date of submission of any Reserved Matters Application which includes the Access Road Phase 2 and not to Occupy more than 150 Residential Units until the Temporary Reserved Land Specification has been approved by the County Council and the District Council; and
- 3.1.2 to safeguard the Reserved Land and not to allow any building or structure to be erected on the Reserved Land or carry out any other works which would impede the ability for its future use as a vehicular access route for the life of the Development provided that until such time as the Reserved Land is transferred to the County Council pursuant to paragraphs 3.2 to 3.4 of this Schedule or the Reserved Land is provided as part of a private road pursuant to paragraph 3.5, the Owners shall retain the Reserved Land in accordance with the Temporary Reserved Land Specification approved by the District Council and the County Council pursuant to paragraph 3.1.1 of this Schedule and any related Reserved Matters Approvals related to the Reserved Land.

3.2. In the event that:

- 3.2.1 the Owners and the County Council have entered into the Access Road Phase 1 Highway Agreement and Access Road Phase 2 Highway Agreement and the Final Certificates have been issued in respect of both the Access Road Phase 1 and Access Road Phase 2; and
- 3.2.2 planning permission is granted in respect of the Adjoining Land for residential-led, mixed use development in accordance with the policies relating to the Strategic Site in the Arun Local Plan 2011-2031 adopted by the District Council in July 2018; and
- 3.2.3 the planning permission and/or section 106 agreement for the Adjoining Land provides for:
 - 3.2.3.1. a road suitable for adoption under section 38 and/or section 278 of the Highways Act 1980 which permits the passage of all vehicles including motor cars from the Adjoining Land and, subject to the provisions in this Deed, would be intended to then link with the Reserved Land and beyond to the Access Road Phase 2; and
 - 3.2.3.2. a mechanism for the adoption of such road by the County Council as highway maintainable at the public expense,

the County Council may serve the Reserved Land Notice upon the Owners.

- 3.3. In the event that the County Council serves the Reserved Land Notice upon the Owners pursuant to paragraph 3.2 above then the Owners shall as soon as reasonably practicable thereafter enter into the Reserved Land Transfer with the County Council.
- 3.4. In the event that only part of the Reserved Land is required to be transferred to the County Council pursuant to the Reserved Land Notice then following completion of such transfer any remaining Reserved Land shall be released from the obligations contained in this paragraph 3.
- 3.5. In the event that the circumstances with paragraph 3.2.1 to 3.2.3 apply save that:

- 3.5.1 the planning permission and/or section 106 for the Adjoining Land provides that a road should be provided as a private road not for adoption; and/or
- 3.5.2 the Access Road Phase 1 and Access Road Phase 2 have been completed to Adoptable Standard but the County Council has declined to issue the Final Certificate and has declined to adopt the Access Road Phase 1 and/or Access Road Phase 2 pursuant to the Access Road Phase 1 Highway Agreement or Access Road Phase 2 Highway Agreement (as applicable),

the Owners shall thereafter use reasonable endeavours to reach agreement with the owners of the Adjoining Land to procure the delivery of the linkage of that road on the Adjoining Land across the Reserved Land and beyond to the Access Road Phase 2

4. Public Right of Way Phase 1

4.1. The Owners covenant with the County Council and the District Council:

- 4.1.1 to submit the PRoW Phase 1 Scheme of Works to the County Council for approval prior to the Commencement of the Development and not to commence the PRoW Phase 1 Scheme of Works until such time as the PRoW Phase 1 Scheme of Works has been approved by the County Council;
- 4.1.2 to enter into the PRoW Phase 1 Agreement with the County Council prior to commencement of the PRoW Phase 1 Scheme of Works and not to commence the PRoW Phase 1 Scheme of Works until such time as the PRoW Phase 1 Agreement has been entered into;

- 4.1.3 to secure all Necessary Consents required for the carrying out of the PRow Phase 1 Scheme of Works prior to commencing the PRow Phase 1 Scheme of Works; and
- 4.1.4 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 100 Residential Units and not to Occupy nor permit Occupation of more than 100 Residential Units until the PRow Phase 1 Scheme of Works have been completed to Completion Certificate Standard;
- 4.1.5 to use reasonable endeavours to carry out such necessary works as may be required to secure the issue of the Final Certificate in respect of the PRow Phase 1 Scheme of Works as soon as reasonably practicable after the date upon which the PRow Phase 1 Agreement is entered into.

5. Public Right of Way Phase 2

5.1. The Owners covenant with the County Council and the District Council:

- 5.1.1 to submit the PRow Phase 2 Scheme of Works to the County Council prior to commencement of the PRow Phase 2 Scheme of Works and not to commence the PRow Phase 2 Scheme of Works until such time as the PRow Phase 2 Scheme of Works has been approved by the County Council;
- 5.1.2 to enter into the PRow Phase 2 Agreement with the County Council prior to commencement of the PRow Phase 2 Scheme of Works and not to commence the PRow Phase 2 Scheme of Works until such time as the PRow Phase 2 Agreement has been entered into; and
- 5.1.3 to secure all Necessary Consents required for the carrying out of the PRow Phase 2 Scheme of Works prior to commencing the PRow Phase 2 Scheme of Works; and
- 5.1.4 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 150 Residential Units and not to Occupy nor permit Occupation of more than 150 Residential Units until such time as the PRow Scheme of Works has been completed to Completion Certificate Standard.
- 5.1.5 to use reasonable endeavours to carry out such necessary works as may be required to secure the issue of the Final Certificate in respect of the PRow Phase 2 Scheme of Works as soon as reasonably practicable after the date upon which the PRow Phase 2 Agreement is entered into.

6. Strategic Highway Contribution

6.1. Subject to paragraphs 6.2 to 6.5 of this Schedule One, the Owners covenant with the District Council:

- 6.1.1 from the Commencement Date, to use reasonable endeavours to enter into a Strategic Highway Agreement;
- 6.1.2 not to Occupy nor permit Occupation of any of the Residential Units until they have entered into the Strategic Highway Agreement;
- 6.1.3 (notwithstanding the terms of any Strategic Highway Agreement), not to Occupy nor permit Occupation of for the first time more than 50% of the Residential Units (rounded to the nearest whole Residential Unit) until the Strategic Highway Contribution secured under the Strategic Highway Agreement has been paid in full.

6.2. Notwithstanding the Owners complying with their covenant in paragraph 6.1.1 of this Schedule, if the Owners remain unable to procure entry into the Strategic Highway Agreement by the relevant highway authority within three months of Commencement then the Owner may request, in writing (providing with any such request appropriate documentary evidence demonstrating

compliance with paragraph 6.1.1), from the District Council a release from the requirements and restrictions set out in paragraph 6.1 of this Schedule One and as part of such a request must provide all reasonable documentary evidence to demonstrate compliance with paragraph 6.1.1 of this Schedule One.

- 6.3. In the event that following a request (and appropriate documentary evidence) made pursuant to paragraph 6.2 the District Council issues a written notice to the Owners confirming that it is satisfied that the Owners have complied with their covenant in paragraph 6.1.1, the Owners may instead pay the Strategic Highway Contribution directly to the District Council Provided That such payment must be made prior to Occupation for the first time of more than 50% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners shall not Occupy nor permit Occupation of for the first time more than 50% of the Residential Units (rounded to the nearest whole Residential Unit) until the Strategic Highway Contribution has been paid in full.
- 6.4. In the event that the District Council has failed to respond to a request made pursuant to paragraph 6.2 within 60 Working Days of the request, the District Council shall be deemed to have confirmed that it is satisfied that the Owners have complied with their covenant in paragraph 6.1.1 and the Owners shall be entitled to pay the Strategic Highway Contribution directly to the District Council in the manner set out in paragraph 6.3.
- 6.5. Following payment of the Strategic Highway Contribution pursuant to paragraph 6.3 or 6.4 the Owners shall be released from their obligations in paragraph 6.1.

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

DEFINITIONS

"Affordable Housing"	means any form of housing including Affordable Housing Units provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for any subsidy to be recycled for alternative affordable housing provision;
"Affordable Housing Land"	means those parts of the Land forming part of the relevant Phase upon which the Owners are to construct or procure the construction of the Affordable Housing Units in that Phase and including all curtilage thereto;
"Affordable Housing Unit(s)"	means a Residential Unit to be constructed in accordance with the Permission (together with associated car parking spaces) and used for the purposes of Affordable Housing either as an Affordable Rent Unit or an Intermediate Unit;
"Affordable Housing Programme"	means a written programme submitted with the first Reserved Matters Application that proposes Residential Units for approval by the District Council showing how the Affordable Housing Units will be delivered in the Development and which shall include the following details: (a) the proposed number of Affordable Housing Units in the Development; (b) the proposed distribution of Affordable Housing Units within the Phases of the Development; (c) the proposed size, type and tenure mix of the Affordable Housing Units; and the approved Affordable Housing Programme may be amended or substituted from time to time provided that the District Council first agree to such amendment or substitution in writing.
"Affordable Housing Statement"	means a statement to be submitted by the Owner to the District Council with each Reserved Matters Application that provides for any Residential Units setting out how the Residential Units proposed in that Reserved Matters Application contribute to the delivery of the Affordable Housing Programme and the relevant Phase Specific Affordable Housing Delivery Plan;
"Phase Specific Affordable Housing Delivery Plan"	means a detailed plan for the delivery of Affordable Housing Units within a Phase to be submitted to and approved by the District Council (and any amendments to such plan as may be agreed from time to time) which plan shall be generally consistent with the Affordable Housing Programme (although minor deviations may be acceptable at the discretion of the District Council) and shall contain the following:

	(a) the proposed location (per building) and distribution of Affordable Housing Units within the Phase in question; (b) the proposed size, type and tenure mix of the Affordable Housing Units within the Phase in question, including specifically: - those Affordable Housing Units in that Phase which are to be for Affordable Rent; - those Affordable Housing Units in that Phase which are to be Intermediate Units; (c) proposals for the management of the Affordable Housing Units in that Phase; (d) the timetable for the transfer of the relevant Affordable Housing Land in that Phase to a HARP; and, in all cases, must demonstrate compliance with the terms set out in Schedule 2;
"Affordable Rent"	means the sum of the rent element and the Service Charge payable from the date of first occupation in respect of the relevant Affordable Rent Unit which shall not exceed the lower of (a) 80% of the Market Rent or (b) the Local Housing Allowance Levels, SAVE THAT such rent may be increased annually by an amount equal, by percentage, to the change in the CPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 1%) for the relevant year or such other rental basis as may be agreed by the District Council provided that the increase in inflation (plus the additional 1% where applicable) shall not in any circumstances require a rent which when added to the Service Charge results in a total sum in excess of (a) 80% of Market Rent or (b) the Local Housing Allowance level at the time of payment;
"Affordable Rent Occupier"	means an Eligible Person who occupies an Affordable Rent Unit;
"Affordable Rent Unit"	means those Affordable Housing Units let at Affordable Rent;
"Arun District Council Allocations Policy"	means " <i>Housing Allocations Scheme 2012 (Amended 2014, 2016, 2017 & 2018)</i> " produced by the District Council's Housing Services Department, and as may be amended or substituted from time to time;
"Chargee"	means any mortgagee or chargee of the HARP or other party who has provided loan facilities to the HARP or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including any housing administrator;
"Eligible Person(s)"	means: - in relation to Affordable Rent Units, a person (or persons): - with no ownership or part ownership in any other residential property which they would be able to occupy; and

	b. who is unable to resolve their needs in the local private sector market because of the relationship between housing costs and income; and c. with a Local Connection; b) in relation to Intermediate Units, means a person (or persons): a. with a Local Connection; and b. with no ownership or part ownership in any other residential property which they would be able to occupy; and c. who is able to demonstrate they have an annual household income of less than £80,000 (or such other prevailing Homes England/Government rate to be applicable for Intermediate Ownership Units).
"HARP"	means a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with the HE and/or a non-profit registered provider of social housing pursuant to section 80 of the Housing and Regeneration Act 2008 (as amended) and which is either on the District Council's list of Approved Affordable Providers (appended as Appendix 1 of this Schedule Two) or has been approved in writing by the District Council;
"HE"	means Homes England (or its successor in function from time to time);
"Intermediate Unit(s)"	means any of the following: • Shared Ownership Units; • Intermediate Sale Units; • Intermediate Rent Units; and • any other form of intermediate tenure as may be agreed by the District Council, in particular having regard to any Affordable Housing tenure Types as may be required by or promoted by the Government from time to time (including for the avoidance of doubt "First Homes");
"Intermediate Rent Units"	means Affordable Housing Units made available by a letting/managing organisation approved by the District Council at rents which do not exceed 80% of Market Rent (including service charges);
"Intermediate Sale Units"	means Affordable Housing Units which are provided as low-cost homes for sale or for sale and which may include dwellings made available on a shared equity basis or for sale at no more than 80% of Open Market Value;
"Local Housing Allowance Levels"	means the rental allowance rate for a property of the size and in the location of the relevant Affordable Rent Unit calculated by reference to the local housing allowance tables maintained by the Valuation Office Agency (or such equivalent means of calculation that may vary or replace it) as updated from time to time;

"Local Connection"	means the local connection as defined in the Arun District Council Allocations Policy;
"Market Rent"	means an assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming: (a) a willing landlord and a willing tenant; (b) an arm's length transaction; (c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for the agreement of the rent and other letting terms, and for the completion of the letting; (d) that the lease terms are appropriate for a letting of the type and class of the subject property; (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion; and (f) that the terms of this Schedule 2 are disregarded;
"Nominations Agreement"	means a nominations agreement between the HARP and the District Council affording the District Council nomination rights in respect of the relevant Affordable Rent Unit and to be in the form, or substantially in the form, to that which is appended at Appendix 2 of Schedule 2;
"Open Market Value"	means the open market value of the Affordable Housing Units with the benefit of the Permission but disregarding the fact that the Affordable Housing Units are constructed or are to be constructed for Affordable Housing purposes and assuming that there are no Affordable Housing restrictions thereon and further assuming that all the said units are private and available for sale on the open market and having regard to all other relevant circumstances;
"Protected Tenant"	means any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or (b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit; or (c) has been granted a Shared Ownership Lease by a HARP (or similar arrangement where a share of the Affordable Housing Unit is owned by the HARP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the HARP all the remaining shares so that the tenant owns the entire Affordable Housing Unit that is subject to the Shared Ownership Lease.
"Service Charge"	means the amount payable by the occupant of any Affordable Housing Unit for all communal services repairs maintenance improvements insurance of the building and curtilage plus estate management costs and ground rent to the extent that the costs have

	been reasonably incurred and remain at a reasonable level that will remain affordable for occupants;
"Service Media"	means the sewers, drains, watercourses, pipes, cables, wires, channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;
"Services"	means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;
"Shared Ownership Lease"	means a lease substantially in a form approved or published by Homes England (formerly HCA) whereby the tenant having paid an initial premium calculated by reference to no more than 50% of the Open Market Value of the particular Affordable Housing Unit pays a rent in respect of the remaining equity held by the owner plus (if appropriate) a reasonable service charge and whereby the occupier may in successive tranches purchase up to 100% of the equity in the dwelling PROVIDED THAT the rent per annum will: (a) initially be at a level not exceeding 2.75% of the full Open Market Value of the HARP's retained share of the relevant dwelling; and (b) be permitted to be increased annually by an amount equal, by percentage, to the change in the RPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 0.5%) for the relevant year or such other increase as may be permitted by applicable government guidance from time to time.
"Shared Ownership Occupier"	means an Eligible Person who occupies a Shared Ownership Unit which he/she is part renting and part purchasing under a Shared Ownership Lease;
"Shared Ownership Units"	means any Affordable Housing Units disposed of subject to a Shared Ownership Lease and to a Shared Ownership Occupier;
"Staircasing"	means in connection with the Shared Ownership Units the acquisition after the date of the initial purchase by the occupier of additional tranches of equity within the said unit until such time as the individual occupier retains 100% of the equity in the said unit at which point they will be said to have "Staircased";
"Transfer Price"	means a consideration that allows the HARP: (a) to provide the Affordable Rent Units at an Affordable Rent in accordance with paragraph 5 of this Schedule Two; and (b) to provide the Shared Ownership Units in accordance with paragraph 3 of this Schedule Two;

OBLIGATIONS

The Owners covenant with the District Council as follows:

1 Amount, size and tenure type of Affordable Housing

Provision across Development

- 1.1. In accordance with the provisions of this Schedule 2, to provide:
 - 1.1.1 no less than 30% (rounded to the nearest whole Residential Unit) of the Residential Units across the Development as Affordable Housing Units;
 - 1.1.2 75% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Affordable Rent Units;
 - 1.1.3 25% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Intermediate Units;
 - 1.1.4 The Affordable Housing Units in accordance with:
 - 1.1.4.1. the Affordable Housing Programme; and
 - 1.1.4.2. the relevant Phase Specific Affordable Housing Delivery Plan.
- 1.2. To submit with the first Reserved Matters Application that includes Residential Units the Affordable Housing Programme for approval by the District Council;
- 1.3. Not to submit the first Reserved Matters Application which includes Residential Units unless the Reserved Matters Application includes the Affordable Housing Programme;
- 1.4. Not to Commence any Residential Units until the Affordable Housing Programme has been approved by the District Council;

Detailed Provision

- 1.5. Subject always to paragraph 1.6 of this Schedule, the Owners must not submit any Reserved Matters Application that proposes Residential Units in a Phase unless a Phase Specific Affordable Housing Delivery Plan has been submitted to the District Council for approval in respect of that Phase and must not Commence any Residential Unit in that Phase until a Phase Specific Affordable Housing Delivery Plan for the Phase in question has been approved by the District Council.
- 1.6. Unless otherwise agreed with the District Council (but subject always to paragraph 1.7 of this Schedule) as part of any approved Phase Specific Affordable Housing Delivery Plan for a relevant Phase, to provide:
 - 1.6.1 no less than 30% (rounded to the nearest whole Residential Unit) of the Residential Units in a Phase as Affordable Housing Units;
 - 1.6.2 75% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units in a Phase as Affordable Rent Units; and
 - 1.6.3 25% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units in a Phase as Intermediate Units.
- 1.7. Notwithstanding the terms set out in paragraphs 1.5 and 1.6 of this Schedule, and subject always to the provisions in paragraph 1.1 and 1.9 of this Schedule, each Phase which contains Residential Units must, as a minimum, provide 25% of the Residential Units in that Phase as Affordable Housing Units and any approved Phase Specific Affordable Housing Delivery Plan must always satisfy this requirement, as a minimum, but the actual approved provision of Affordable Housing Units for a Phase in question shall, to the extent it may be higher than 25% of the Residential Units in that Phase, be subject to the District Council's approval as part of the relevant Phase Specific Affordable Housing Delivery Plan.

- 1.8. With each Reserved Matters Application that includes Residential Units, the Owner must submit an Affordable Housing Statement to the District Council with that Reserved Matter Application.
- 1.9. The final Phase (which includes Residential Unit) to be Commenced must include Affordable Housing Units in a quantum which when aggregated with the Affordable Housing Units provided or to be provided in all previous Phases, complies with the requirements in paragraph 1.1 for the Development as a whole.

2. Delivery of Affordable Housing

- 2.1. Not to Occupy nor permit the Occupation of more than 50% (rounded to the nearest Open Market Unit) of the Open Market Units in a particular Phase until:
 - 2.1.1 100% of the Affordable Housing Units in that Phase (as shown in the approved Affordable Housing Programme) have been constructed; and
 - 2.1.2 the unencumbered freehold of the Affordable Housing Land upon which the Affordable Housing Units referred to in paragraph 2.1.1 are constructed has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation.
- 2.2. Each transfer to the HARP pursuant to paragraph 2.1.2 shall include:
 - 2.2.1 a grant of full and free rights of access both pedestrian and vehicular from the public highway or roads intended to become public highway to the Affordable Housing Units;
 - 2.2.2 a grant of full and free rights to the passage of Services through Service Media on the Development up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains; and
 - 2.2.3 as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units.

3. General

- 3.1. Not to Occupy or permit the Occupation of the Affordable Housing Units for any purpose other than as Affordable Housing.

4. Intermediate and Shared Ownership Units

- 4.1. Not to use, Occupy or otherwise permit the Occupation of the Intermediate Units for any purpose other than as Intermediate Units.
- 4.2. Not to use, Occupy or otherwise permit the Occupation of the Shared Ownership Units for any purpose other than as Shared Ownership Units and to be Occupied by a Shared Ownership Occupier.
- 4.3. The Shared Ownership Units shall be disposed of subject only to a Shared Ownership Lease.
- 4.4. The Shared Ownership Units shall be provided for and affordable to Shared Ownership Occupiers taking into account all mortgage costs, rent and Service Charge relating to such Shared Ownership Units.

- 4.5. The initial premium to be paid under a Shared Ownership Lease shall be no more than 50% of the Open Market Value of the particular Affordable Housing Unit Provided That if the Owner can demonstrate to the satisfaction of the District Council (acting reasonably) that such a cap overly restricts the ability of the Owner to find Shared Ownership Occupiers, the Owner and the District Council (acting reasonably) can agree to a higher initial premium

5. Affordable Rent Units

- 5.1. Not to use, Occupy or otherwise permit the Occupation of the Affordable Rent Units for any purpose other than as Affordable Rent Units.
- 5.2. Not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
- 5.2.1 at an Affordable Rent in respect of each Affordable Rent Unit;
 - 5.2.2 to an Affordable Rent Occupier;
 - 5.2.3 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 5.3. To procure entry into a Nominations Agreement between the HARP and the District Council prior to Occupation of the Affordable Rent Units and not to Occupy or permit Occupation of any Affordable Rent Unit until a Nominations Agreement has been entered into with the District Council.
- 5.4. Not to dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement.

6. Release of affordable housing provisions

- 6.1. The restrictions set out in this Schedule Two shall not apply to the following:
- 6.1.1 any Protected Tenant or any successor in title to a Protected Tenant;
 - 6.1.2 any mortgagee or chargee of a Protected Tenant or other party who has provided loan facilities to the Protected Tenant or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise;
 - 6.1.3 any purchaser from any of the parties named in paragraphs 6.1.1 and 6.1.2 above of an individual Affordable Housing Unit;
 - 6.1.4 a Chargee who seeks to dispose of the whole or any part of the Affordable Housing Land where there has been a bona fide default by the HARP of the terms of such mortgage or financial charge PROVIDED THAT the Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 (two) months' prior written notice to the District Council of its intention to dispose; and
 - 6.1.4.1. in the event that the District Council responds within six (6) weeks from receipt of the notice referred to above indicating that arrangement for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;

6.1.4.2. if the Council does not serve its response to the notice referred to above within six (6) weeks of receipt of the said notice then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from the time of completion of the disposal permanently cease to apply;

6.1.4.3. if the District Council cannot within 2 (two) months of the date of service of its response under paragraph 6.1.4.1 above complete such a transfer (which, for the purpose of this paragraph, shall mean completion of the transfer document and not registration at the Land Registry) then provided that the Chargee shall have complied with its obligations under this paragraph 6.1.4 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from the time of completion of the disposal permanently cease to apply;

Provided That nothing in this paragraph 6.1.4 shall require the Chargee to transfer the Affordable Housing Units for less than all sums due to the Chargee pursuant to the terms of its charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

Appendix 1 Schedule 2

District Council's List of Approved Providers

Provider

- a) Clarion Housing Group
- b) The Guinness Partnership
- c) The Hyde Group
- d) Worthing Homes
- e) Stonewater
- f) Saxon Weald
- g) Hastoe Housing Association
- h) Aster Group
- i) Arun District Council

Appendix 2 Schedule 2

District Council's Precedent Nominations Agreement

THIS AGREEMENT OF NOMINATION RIGHTS is made on
BETWEEN

20[]

- (1) [·][] of [·][] (the "HARP"); and
- (2) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN15 7LF (the "Council")

1. DEFINITIONS

In this Agreement :

"Initial Let" means the first tenancy of such newly constructed and previously unoccupied Rented Unit.

"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.

"Nomination List" means the list to be supplied by the Council pursuant to clauses 3.3 and 3.9 (as may be updated from time to time in accordance with clause 3.15).

"Property" means the land as shown edged red on the attached plan.

"Registered Provider" means any company or organisation whose aim or function includes the provision and management of affordable housing and which is registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision).

"Rented Units" means the [xx] residential units in the form of houses shown indicatively shaded [xx] on the attached plan.

"Subsequent Nominee" means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.9.

"Tenancy Agreement" means an assured Tenancy Agreement in a form prepared by the HARP and containing terms which accord with the form of Tenancy Agreement being used by the HARP from time to time for its general lettings.

"Vacancy Notice" means a written notice given by the HARP to the Council (in a form to be agreed between the HARP and the Council within five weeks from the date of this Agreement) the function of such notice being the notification to the Council by the HARP that the construction and fitting out of the Rented Unit is completed.

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

- (a) moved to other accommodation either by transfer or decant provided by the HARP;
- (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

"Void Notice" means a written notice given by the HARP to the Council (in a form to be agreed between the HARP and the Council within five weeks from the date of this Agreement) 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 HARP 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 HARP 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 15 working days of receipt of a Vacancy Notice serve upon the HARP the Nomination List setting out a list of Nominees.
 - 3.3.1 The Nomination List to be served by the Council under clause 3.3 shall indicate the priority for the housing of the Nominees.
- 3.4 The HARP 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 15 working days of receipt of the Vacancy Notice.
- 3.5 The HARP 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.
- 3.6 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the HARP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the HARP's offer and the HARP shall select another Nominee whereupon the procedure set out in clause 3.5 and this clause shall be repeated.
- 3.7 In the event of the second selected Nominee failing to accept the HARP's offer of a Tenancy Agreement within the time prescribed by clause 3.6 then the HARP shall make an offer to a third Nominee and the procedure set out in clauses 3.5 and 3.6 shall apply but in the event of such third selected Nominee failing to accept the HARP's offer of a Tenancy Agreement within the prescribed time limits the HARP 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.
- 3.8 The HARP's obligations under clauses 3.1 to 3.7 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.5 to 3.7.

Voids

- 3.9 Should a Rented Unit become a Void after the Initial Let or the HARP has reasonable cause to believe it will become a Void then and in each case:
 - 3.9.1 the HARP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
 - 3.9.2 within 15 working days of receipt of the said notice the Council shall serve upon the HARP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 1.

- 3.10 The HARP 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 3.9 within 10 working days of receipt of the Void Notice.
- 3.11 Upon receipt of the Nomination List referred to in clause 3.9 the HARP shall follow the procedure mutatis mutandis set out in clauses 3.5 to 3.7.
- 3.12 The HARP shall not be obliged to follow the procedure set out in clauses 3.9 to 3.11 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

- 3.13 The HARP shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
 - 3.13.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
 - 3.13.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
 - 3.13.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
 - 3.13.4 a person accepting an offer of a tenancy from the HARP;
 - 3.13.5 the HARP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.19.
- 3.14 In the event of a notice being served pursuant to clause 3.13 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.15 Within 10 working days of the Council receiving notice served in accordance with clause 3.13 above save for notice under 3.13.4 the Council shall serve upon the HARP 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 1.
- 3.16 If the Council shall within the period mentioned in clause 3.15 notify the HARP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the HARP of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.17 The HARP 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.
- 3.18 On 1 April, 1 July, 1 October and 1 January in each year the HARP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the HARP and the Council.
- 3.19 The HARP 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 HARP the grant of a Tenancy Agreement to such Nominee would be in contravention of the HARP's registered rules or its letting criteria.

- 3.20 The Council shall immediately notify the HARP in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.21 When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.
- 3.22 The Council and the HARP agree that the nomination rights contained in this Agreement 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 PROVIDERS

The HARP shall ensure that any Registered Provider to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Regulator of Social Housing (or any successor organisation) 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 HARP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Agreement.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

- 9.1 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers;
and
- 9.2 the obligations contained in this Agreement are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning of it.

SCHEDULE THREE

THE PLAY AREAS

DEFINITIONS

"LAP"	means that part of the Land to be provided as a local area for play comprising no less than 0.01 hectares of the Land and the exact location and layout will be determined as part of a Reserved Matters Approval;
"LEAP"	means that part of the Land to be provided as a local equipped area for play comprising no less than 0.04 hectares of the Land and the exact location and layout will be determined as part of a Reserved Matters Approval;
"NEAP"	means that part of the Land to be provided as a neighbourhood equipped area for play comprising no less than 0.1 hectares of the Land and the exact location and layout will be determined as part of a Reserved Matters Approval;
"Play Areas Management Strategy"	A strategy for the management of the Play Areas submitted to and approved by the District Council in accordance with paragraph 2 (as the same may be revised from time to time by agreement between the Owners and the District Council) which must include: • details of and specification for the required management and maintenance arrangements for the Play Areas; • details of the management body responsible for maintenance of the Play Areas; • details of the frequency of maintenance of the Play Areas; and • repair and renewal arrangements for the Play Areas.
"Play Areas"	means the LAP, LEAP and NEAP;
"Play Areas Phasing Strategy"	means a strategy setting out the indicative locations of the Play Areas within each of the Phases of the Development;
"Scheme of Works"	means a scheme of works to include the means for the formation, laying out and provision of the Play Areas, which must include: • specifications and building materials; • drainage, surfacing and boundary treatment; • street furniture, lighting, provision of bins and any other proposed structures or sculptures; and • details of the play equipment to be located in the Play Areas.

OBLIGATIONS

The Owners covenant with the District Council as follows: -

1. Play Areas

- 1.1 To submit a Play Area Phasing Strategy as part of the first Reserved Matters Application containing Residential Units and not to Commence Development until that Play Area Phasing Strategy has been approved by the District Council.
- 1.2 Not to Commence Development in a particular Phase unless the Scheme of Works for the Play Areas within that Phase (as shown on the approved Play Area Phasing Strategy) has been submitted to and approved in writing by the District Council.
- 1.3 Not to Occupy nor permit the Occupation of more than 50% of the Residential Units (rounded to nearest whole Residential Unit) in a particular Phase unless the Play Areas in that Phase (as shown on the approved Play Area Phasing Strategy) have been Completed in accordance with the approved Scheme of Works and Reserved Matters Approval for that Phase and made available for use by the public.

2 Management of the Play Areas

- 2.1 Not to Occupy nor permit the Occupation of the first Residential Unit in a particular Phase unless the Play Areas Management Strategy for the Play Areas in that Phase has been submitted to and approved in writing by the District Council.
- 2.2 To implement and operate the approved Play Areas Management Strategy for the relevant Phase from the date the Play Areas in that Phase have been Completed for the lifetime of the Development.
- 2.3 The Owners may close the Play Areas for:
 - 2.3.1 Any maintenance and/or repair works to be undertaken in respect of the Play Areas where the Owners reasonably consider closure of the Play Areas to be necessary and provided that such closure is no longer than necessary for such works to effectively be carried out and where practicable the District Council is given prior written notice of said works other than in the event of an emergency in which case such notice will be given as soon as is reasonably practicable thereafter;
 - 2.3.2 Any event of emergency or for the purposes of emergency contingency planning; or
 - 2.3.3 Any other event involving exceptional circumstances for which the District Council reasonably agrees is necessary and in respect of which prior written approval of the District Council has been obtained.
- 2.4 The provisions in paragraphs 1 and 2 in this Schedule Three do not create a right of way or other public rights in respect of the Play Areas and the Owners may erect signage to that effect and for the purposes of ensuring that no right of way or other prescribed rights are created.

3 Step-in rights

- 3.1 If from time to time the District Council is not reasonably satisfied that the Owners are properly discharging their obligations set out in the approved Play Areas Management Strategy then the District Council may serve on the Owners a notice specifying a reasonable period within which the Owners must take steps to comply with the approved Play Areas Management Strategy.

- 3.2 If, following service of a notice under paragraph 3.1 of this Schedule Three, the District Council considers that the Owners have not taken all of the steps specified in the notice within the period specified in the notice, then the District Council may enter onto the Land to carry out any work that the District Council sees fit to ensure the Play Areas are sufficiently and reasonably maintained to an acceptable standard.
- 3.3 The District Council, following the carrying out of any work under paragraph 3.2 of this Schedule Three, shall be entitled to recover the cost of such steps from the Owners as a simple debt.
- 3.4 The exercise of any step-in rights by the District Council under this paragraph 3 does not absolve the Owners from the obligation to comply with paragraph 2.2 of this Schedule and the District Council may, at its absolute discretion, institute the steps under paragraphs 3.1 to 3.3 inclusive on more than one occasion if that is so required.

SCHEDULE FOUR FINANCIAL CONTRIBUTIONS

DEFINITIONS

"3G Pitch Contribution"	means the sum of £25,887.46 Index-Linked to be applied by the District Council towards provision and maintenance of a 3G pitch within the District;
"3G Pitch Land Cost Contribution"	means the sum of £16,470 Index-Linked to be applied by the District Council towards the value of the land on which a 3G pitch will be provided within the District;
"A29/A259 Rowan Way Contribution"	means the sum of £55,800 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A29/A259 Rowan Way junction;
"A259 Felpham Relief Road Contribution"	means the sum of £57,420 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A259 Felpham Relief Road;
"A259 Oystercatcher Junction Contribution"	means the sum of £90,000 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A259 Oystercatcher Junction;
"A29 Realignment Contribution"	means the sum of £144,000 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures as part of the A29 realignment;
"A259 Bognor Regis to Littlehampton Improvement Contribution"	means the sum of £18,000 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures as part of the A259 corridor improvements between Bognor Regis and Littlehampton;
"Bognor Regis Town Centre Cycle Route Contribution"	means a sum to be applied by the County Council towards provision of a new 2km cycle route and/or wider pedestrian route improvements connecting the Development to Bognor Regis and calculated in accordance with the following formula: $A = B \times C$ Where: A = the Bognor Regis Town Centre Cycle Route Contribution B = the latest up-to-date estimate of the cost of carrying out the improvements provided by the County Council to the Owners following a request made pursuant to paragraph 10.1 of this schedule; and C = 0.09 Provided That in any event the Bognor Regis Town Centre Cycle Route Contribution shall never be more than £131,738.40 Index-Linked and Further Provided That if the Owners make no request pursuant to paragraph 10.1 of this schedule the Bognor Regis Town Centre Cycle Route Contribution shall be £131,738.40 Index Linked;

"County Monitoring Fee"	means the sum of £3,600 to be applied by the County Council towards the costs of monitoring the delivery of the obligations secured under this Deed;															
"Early Years Contribution"	means the sum of £309,999.60 Index-Linked to be applied by the County Council towards the provision of child care nursery places in the vicinity of the Development;															
"Early Years Land Cost Contribution"	means the sum of £5,400 Index-Linked to be paid to the District Council towards the value of the land on which a new child care nursery will be provided within the vicinity of the Development;															
"Fire and Rescue Contribution"	means the sum to be calculated for Development with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units in a particular Phase applying the following formula: A = B x £15 (Index Linked) A = Fire and Rescue Contribution B = the estimated adjusted increase in population in the County generated by the Development calculated by applying the following estimated per household population for the Residential Units in a particular Phase as approved by the Reserved Matters Approval: <table><tr><th>Size of Residential Unit</th><th>Estimated per household population (House)</th><th>Estimated per household population (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> and applied by the County Council towards expansion of fire and rescue capacity which could be built infrastructure and/or investment in new technology/ equipment;	Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)	1 bed Residential Unit	1.5	1.3	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)														
1 bed Residential Unit	1.5	1.3														
2 bed Residential Unit	1.9	1.9														
3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														
"Healthcare Contribution"	means the sum of £259,522 Index-Linked to be applied by the District Council towards the expansion of Grove House Surgery or a new doctors surgery to be operated by the NHS within the vicinity of the Development in order to serve the residents of the Development;															
"Highways Contributions"	means all of the following; a) A29/A259 Rowan Way Contribution b) A259 Felpham Relief Road Contribution; c) A259 Oystercatcher Junction Contribution; d) A29 Realignment Contribution; and e) A259 Bognor Regis to Littlehampton Improvement Contribution.															
"Library Contribution"	means the sum of £9,000 Index-Linked to be applied by the County Council towards new equipment for a new tier 7 library facility within the vicinity of the Development or towards the expansion of facilities at Bognor Regis Library;															
"Monitoring Fee"	means the sum of £6,600 to be applied by the District Council towards the costs of monitoring the delivery of the obligations secured under this Deed and reporting under the Community Infrastructure Levy Regulations 2010;															
"Pagham Harbour SPA Contribution"	means the sum of £195,975 to be applied by the District Council towards measures to manage additional recreational impacts arising from the Development and which may directly or indirectly harm Pagham Harbour;															

"Playing Pitch Contribution"	means the sum of £257,427 Index-Linked to be applied by the District Council towards provision and maintenance of 2 grass playing pitches within the vicinity of the Development or elsewhere within the District;
"Playing Pitch Land Cost Contribution"	means the sum of £32,940 Index-Linked to be applied by the District Council towards the value of the land on which 2 grass playing pitches will be provided within the vicinity of the Development or elsewhere within the District;
"Police Services Contribution"	means the sum of £33,953.37 Index Linked to be applied by the District Council towards additional resourcing for policing within the vicinity of the Development including additional officers and support staff, additional premises and additional vehicles
"Primary School"	means the non-fee paying, all abilities state school for educating children between the ages of four and eleven with three forms of entry to be provided in the vicinity of the Development;
"Primary School Contribution"	means a sum to be applied by County Council towards the provision of the Primary School and calculated in accordance with the following formula: $A = B \times C$ Where: A = the Primary School Contribution B = the latest up-to-date estimate of the cost of providing the Primary School provided by the County Council to the Owners following a request made pursuant to paragraph 2.1 of this schedule; and C = 0.09 Provided That in any event the Primary School Contribution shall never be more than £1,350,000 Index-Linked and Further Provided That if the Owners make no request pursuant to paragraph 2.1 of this schedule or the County Council does not provide any up-to-date estimate the Primary School Contribution shall be £1,350,000 Index Linked;
"Primary School Land Cost Contribution"	means the sum of £62,280.00 Index-Linked to be paid to the District Council towards the value of the land on which the Primary School will be provided;
"Public Art Contribution"	means the sum of £28,125 Index-Linked to be applied by the District Council towards the commissioning of a public art project in the vicinity of the Development;
"Secondary School Contribution"	means the sum to be calculated for Development in accordance with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units in a particular Phase applying the following formula: $A = ACP \times B$ A = Secondary School Contribution 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 Residential Units in the relevant Phase (less any 1-bed Residential Units) as approved by the relevant Reserved Matters Approval for the Residential Units in that Phase. The following criteria are used to generate an additional child product:

	<table><tr><th>Size of Residential Unit</th><th>Estimated per household population (House)</th><th>Estimated per household population (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>0</td><td>0</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1,000 population in each school year group for houses and 5 person per 1,000 population in each school year group for flats. There are five year groups for secondary education (years 7 to 11). B = £34,566 (being the sum for each secondary school place) Index-Linked, to be used towards additional classrooms and facilities at existing secondary schools within the vicinity of the Development and for the avoidance of doubt the County Council's guidance entitled 'Planning Obligations: Explaining Contribution Calculations' (February 2020) (a copy of which is appended to this Deed at Appendix 1) provides further explanation of the calculation methodology;	Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)	1 bed Residential Unit	0	0	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)														
1 bed Residential Unit	0	0														
2 bed Residential Unit	1.9	1.9														
3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														
"SEND Contribution"	means the sum of £108,000 Index-Linked to be applied by the County Council towards the provision of special educational needs and disability facilities within the vicinity of the Development;															
"SEND Land Cost Contribution"	means the sum of £5,310 Index-Linked to be paid to the District Council towards the value of the land on special education needs and disability facilities are to be provided within the vicinity of the Development;															
"Sixth Form Contribution"	means the sum to be calculated for Development with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units in a particular Phase applying the following formula: $A = ACP \times B$ A = Sixth Form Contribution 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 Residential Units in the relevant Phase (less any 1-bed Residential Units) as approved by the relevant Reserved Matters Approval for the Residential Units in that Phase. The following criteria are used to generate a child product: <table><tr><th>Size of Residential Unit</th><th>Estimated per household population (House)</th><th>Estimated per household population (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>0</td><td>0</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1,000 population in each school year group for houses and 5 persons per 1,000 population in each school year group for flats. A factor of 0.54 is then applied to the child product figure as this is the average percentage of year 11 school leavers who continue into sixth form colleges in	Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)	1 bed Residential Unit	0	0	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)														
1 bed Residential Unit	0	0														
2 bed Residential Unit	1.9	1.9														
3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														

	West Sussex. There are two year groups for sixth form education (years 12 and 13). B = £30,939.00 (being the sum for each sixth form place) Index-Linked; towards provision of a new sixth form facility within the vicinity of the Development or towards additional classrooms and facilities at The Regis School to provide additional sixth form student capacity in the event the County Council decide, acting reasonably but in their absolute discretion, that a new sixth form facility is unlikely to be provided in the vicinity of the Development and for the avoidance of doubt the County Council's guidance entitled 'Planning Obligations: Explaining Contribution Calculations' (February 2020) (a copy of which is appended to this Deed at Appendix 1) provides further explanation of the calculation methodology;
"Spine Road Contribution"	means the sum of £163,401 Index-Linked to be applied by the District Council towards the delivery of through road capacity for a road/pedestrian/cycle link between the A259 and Chalcraft Lane within the wider Strategic Site
"Sports Hub"	means an area of floorspace or building in or on which sports and related facilities (including sports halls/flexible activity space, swimming pool provision/extension, community facilities, health and fitness facilities and ancillary facilities) will be provided at West of Bersted through the application of the Sports Hub Contributions;
"Sports Hub: Ancillary Facilities Contribution"	means the sum of £112,562 Index-Linked to be applied by the District Council towards the provision of new ancillary facilities within the Sports Hub at West of Bersted or to the provision of ancillary sports pitch facilities within the District;
"Sports Hub: Community Centre Contribution"	means the sum of £225,000 Index-Linked to be applied by the District Council towards the provision of a new community centre within the Sports Hub at West of Bersted or to the provision of community facilities within the District;
"Sports Hub: Health & Fitness Contribution"	means the sum of £27,720 Index-Linked to be applied by the District Council towards the provision of new health and fitness facilities within the Sports Hub at West of Bersted or to the provision of health and fitness facilities within the District;
"Sports Hub: Sports Hall Contribution"	means the sum of £89,093.25 Index-Linked to be applied by the District Council towards the provision of a new sports hall/flexible activity space facilities within the Sports Hub at West of Bersted or to the provision of sports halls/flexible activity space within the District;
"Sports Hub Contributions"	means all of the following; a) Sports Hub: Ancillary Facilities Contribution; b) Sports Hub: Community Centre Contribution; c) Sports Hub: Health & Fitness Contribution; d) Sports Hub: Land Costs Contribution; and e) Sports Hub: Sports Hall Contribution.
"Sports Hub: Land Costs Contribution"	means the sum of £2,601 Index-Linked to be applied by the District Council towards the value of the land on which the Sports Hub will be provided or towards the value of providing the facilities and services to which the Sports Hub Contributions relate within the District;
"Swimming Pools Contribution"	means the sum of £91,169.19 Index-Linked to be applied by the District Council towards indoor swimming pool provision at the new leisure centre in the west of the District or expansion of existing indoor swimming pools in the District;

"Travel Plan Monitoring Contribution"	means the sum of £3,500 Index-Linked to be applied by the County Council towards the monitoring of the travel plan to be secured by a condition imposed on the Permission
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OBLIGATIONS

The Owners covenant with the District Council and County Council:

1. Early Years

1.1. To pay the County Council:

- 1.1.1 50% of the Early Years Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Early Years Contribution; and
- 1.1.2 the remaining 50% of the Early Years Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Early Years Contribution.

1.2. To pay to the District Council:

- 1.2.1 50% of the Nursery Land Cost Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Nursery Land Cost Contribution;
- 1.2.2 the remaining 50% of the Nursery Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Nursery Land Cost Contribution.

2. Primary School

- 2.1. The Owners may (but shall not be obligated to) at any time prior to Occupation of more than 50% of the Open Market Units serve notice on the County Council requesting confirmation of an up-to-date estimate of the cost of providing the Primary School.

2.2. To pay the County Council:

- 2.2.1 50% of the Primary School Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Primary School Contribution; and
- 2.2.2 the remaining 50% of the Primary School Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% the Primary School Contribution

2.3. To pay the District Council:

- 2.3.1 50% of the Primary School Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Primary School Land Cost Contribution;
- 2.3.2 the remaining 50% of the Primary School Land Cost Contribution prior to Occupation for the first time of more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 75% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Primary School Land Cost Contribution.

3. Secondary School

- 3.1. To pay the County Council 50% of the Secondary School Contribution for a particular Phase prior to Occupation for the first time of more than 25% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) and the Owners must not Occupy more than 25% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Secondary School Contribution for the relevant Phase.
- 3.2. To pay to the County Council the remaining 50% of the Secondary School Contribution for a particular Phase prior to Occupation for the first time of more than 50% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) and the Owners must not Occupy more than 50% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Secondary School Contribution for the relevant Phase.

4. Sixth Form College

- 4.1. To pay the County Council 50% of the Sixth Form Contribution for a particular Phase prior to Occupation for the first time of more than 25% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) and the Owners must not Occupy more 25% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Sixth Form Contribution for the relevant Phase.
- 4.2. To pay to the County Council the remaining 50% of the Sixth Form Contribution for a particular Phase prior to Occupation for the first time of more than 50% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) and the Owners must not Occupy more than 50% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Sixth Form Contribution for the relevant Phase.

5. SEND

- 5.1. To pay the County Council:

- 5.1.1 50% of the SEND Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the SEND Contribution; and
- 5.1.2 the remaining 50% of the SEND Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% the SEND Contribution.

- 5.2. To pay to the District Council:

- 5.2.1 50% of the SEND Land Cost Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the SEND Land Cost Contribution;
- 5.2.2 the remaining 50% of the SEND Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the SEND Land Cost Contribution.

6. Library

6.1. To pay the County Council:

- 6.1.1 50% of the Library Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Library Contribution; and
- 6.1.2 the remaining 50% of the Library Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Library Contribution

7. Fire and Rescue

- 7.1. To pay the County Council 50% of the Fire and Rescue Contribution for a particular Phase prior to Occupation for the first time of more than 25% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) and the Owners must not Occupy more than 50% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Fire and Rescue Contribution for the relevant Phase.
- 7.2. To pay to the County Council the remaining 50% of the Fire and Rescue Contribution for a particular Phase prior to Occupation for the first time of more than 50% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) and the Owners must not Occupy more than 50% of the Open Market Units in that Phase (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Fire and Rescue Contribution for the relevant Phase.

8. Police Services

8.1. To pay the District Council:

- 8.1.1 50% of the Police Services Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Police Services Contribution; and
- 8.1.2 the remaining 50% of the Police Services Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Police Services Contribution

9. Highways

9.1. To pay the County Council:

- 9.1.1 50% of the Highways Contributions prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Highways Contributions; and
- 9.1.2 the remaining 50% of the Highways Contributions prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Highways Contributions

9.2. Subject to Clause 4.3 of this Deed, to pay the County Council:

- 9.2.1 50% of the Spine Road Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Spine Road Contribution; and
- 9.2.2 the remaining 50% of the Spine Road Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Spine Road Contribution.

10. Bognor Regis Town Centre Cycle Route

10.1. The Owners may (but shall not be obligated to) at any time prior to Occupation of more than 50% of the Open Market Units serve notice on the County Council requesting confirmation of an up-to-date estimate of the cost of providing the cycle route to which the Bognor Regis Town Centre Cycle Route Contribution relates.

10.2. To pay the County Council:

- 10.2.1 50% of the Bognor Regis Town Centre Cycle Route Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 50% of the Bognor Regis Town Centre Cycle Route Contribution; and
- 10.2.2 the remaining 50% of the Bognor Regis Town Centre Cycle Route Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the County Council 100% of the Bognor Regis Town Centre Cycle Route Contribution

11. Healthcare

11.1. To pay the District Council:

- 11.1.1 50% of the Healthcare Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Healthcare Contribution; and

- 11.1.2 the remaining 50% of the Healthcare Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Healthcare Contribution

12. 3G Pitch Provision

12.1. To pay the District Council:

- 12.1.1 50% of the 3G Pitch Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the 3G Pitch Contribution; and
- 12.1.2 the remaining 50% of the 3G Pitch Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the 3G Pitch Contribution

12.2. To pay the District Council:

- 12.2.1 50% of the 3G Pitch Land Cost Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the 3G Pitch Land Cost Contribution; and
- 12.2.2 the remaining 50% of the 3G Pitch Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the 3G Pitch Land Cost Contribution

13. Playing Pitch Provision

13.1. To pay the District Council:

- 13.1.1 50% of the Playing Pitch Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Playing Pitch Contribution; and
- 13.1.2 the remaining 50% of the Playing Pitch Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Playing Pitch Contribution

13.2. To pay the District Council:

- 13.2.1 50% of the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Playing Pitch Land Cost Contribution; and

- 13.2.2 the remaining 50% of the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Playing Pitch Land Cost Contribution

14. Sports Hub

14.1. To pay the District Council:

- 14.1.1 50% of the Sports Hub Contributions prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Sports Hub Contributions; and
- 14.1.2 the remaining 50% of the Sports Hub Contributions prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Sports Hub Contributions

15. Swimming Pools

15.1. To pay the District Council:

- 15.1.1 50% of the Swimming Pools Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Swimming Pools Contribution; and
- 15.1.2 the remaining 50% of the Swimming Pools Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Swimming Pools Contribution

16. Public Art

16.1. To pay the District Council:

- 16.1.1 50% of the Public Art Contribution prior to Occupation for the first time of more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 25% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 50% of the Public Art Contribution; and
- 16.1.2 the remaining 50% of the Public Art Contribution prior to Occupation for the first time of more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) and the Owners may not Occupy more than 50% of the Open Market Units (rounded to the nearest whole Open Market Unit) until they have paid the District Council 100% of the Public Art Contribution

17. Pagham Harbour SPA

- 17.1. To pay to the District Council the Pagham Harbour SPA Contribution prior to Occupation for the first time of any Residential Unit and the Owners must not Occupy any Residential Unit until the Pagham Harbour SPA Contribution has been paid to the District Council.

18. Monitoring Fees

- 18.1. To pay the Monitoring Fee to the District Council prior to Commencement of the Development and the Owners must not Commence the Development until the Monitoring Fee has been paid.
- 18.2. To pay to the County Council Monitoring Fee to the County Council prior to Commencement of the Development and the Owners must not Commence the Development until the County Council Monitoring Fee has been paid.
- 18.3. To pay to the Travel Plan Monitoring Fee to the County Council prior to Occupation of the Development and the Owners must not Occupy the Development until the Travel Monitoring Fee has been paid.

SCHEDULE FIVE
SELF-BUILD HOUSEBUILDING

DEFINITIONS

"Prepared and Serviced Sites"	means in relation to the Self-Build Housebuilding Plots: (a) a clean and tidy site with all rubbish and other unnecessary paraphernalia removed; (b) having connections for mains water, sewerage, electricity and tele-communications appropriate to the proposed use of the relevant land and adequate for the purposes of the prospective users of such land, either at the boundary of the site of the relevant facility or reasonably proximate to it to enable connections to be made thereto; and (c) with sufficient vehicular and pedestrian access from a public highway;
"Phase Specific Self-Build Housing Plot Plan"	means a plan showing the precise location in the relevant Phase of the Self-Build Housebuilding Plot(s);
"Self Builders"	means an individual, an association of individuals or persons working with or for individuals or associations of individuals who construct dwellings to be occupied as homes by those individuals and are registered on the Self-Build Housebuilding Register;
"Self-Build Housebuilding"	means self-build and custom housebuilding as defined in section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016);
"Self-Build Housebuilding Plot(s)"	means a plot or plots within the Development which collectively are of a sufficient land area to comprise not less than 5% of the total Residential Units, the location of which is generally shown on the Self-Build Housing Plot Plan and precisely shown on the relevant Phase Specific Self-Build Housing Plot Plan;
"Self-Build Housing Plot Plan"	means a plan showing the general proposed location in the Development of the Self-Build Housebuilding Plot(s);
"Self-Build Housebuilding Register"	means the District Council's register of people interested in acquiring land for Self-Build Housebuilding maintained pursuant to section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016); and
"Self-Build Housebuilding Marketing Plan"	means a detailed marketing plan setting out how the Owner will market and make available the Self-Build Housebuilding Plot(s), to people on the Self-Build Housebuilding Register for the purposes of Self-Build Housebuilding in accordance with the Self-Build and Custom Housebuilding Act 2015 (as amended from time to time) and Self-Build and Custom Housebuilding Regulations 2016 (as amended from time to time) and which must include: 1) the proposed methods of marketing; 2) the way in which the land in question will be valued, by which independent valuers, and a commitment to ensure the offer price is reasonable in line with open market value and standards; 3) the proposed marketing period (which must be no less than 9 months, commencing no earlier than the date on which the relevant Self-Build Housebuilding Plot is a Prepared and Serviced Site);

	4) monitoring and review provisions during the duration of the marketing period which may increase the reach of the marketing to as many Self-Builders (as per definitions above) as possible; and 5) reporting procedure to the District Council to provide periodic updates on the marketing exercise with provision of supporting evidence as may reasonably be required;
"Self-Build Residential Units"	means Residential Units constructed or to be constructed by Self Builders;
"Transfer"	means a transfer of the freehold interest or grant of a long leasehold interest of no less than 99 years and "Transferred" will be construed to mean the date on which such transfer legally occurred;

OBLIGATIONS

1. Self-Build Housebuilding

1.1. The Owner covenants to the District Council:

- 1.1.1 Prior to Commencement of the Development, to submit to the District Council for its approval, the Self-Build Housing Plot Plan and not to Commence Development until the District Council has approved the same.
- 1.1.2 to provide the Self-Build Housebuilding Plot(s) as a Prepared and Serviced Sites sufficient to accommodate Self-Build Dwellings in a quantum equal to no less than 5% of the Residential Units to be provided in the Development, in accordance with the approved Self-Build Housing Plot Plan and any relevant approved Phase Specific Self-Build Housing Plot Plan.
- 1.1.3 to submit a Self-Build Housing Marketing Plan to the District Council for its approval and must market the Self-Build Housing Plot(s) for Self-Build Residential Units in accordance with the approved Self-Build Housebuilding Marketing Plan. For the avoidance of doubt, the approved Self-Build Housebuilding Marketing Plan shall apply to all Self-Build Housing Plot(s) irrespective of its location/Phase.
- 1.1.4 to submit a Phase Specific Self-Build Housing Plot Plan to the District Council as part of any Reserved Matters Application which includes Residential Units in a Phase which is to include Self-Build Housebuilding Plot(s) as per the approved Self-Build Housing Plot Plan, identifying the specific location of the Self-Build Housebuilding Plot(s) for that Phase;
- 1.1.5 not to Commence Development in a particular Phase until the Phase Specific Self-Build Housing Plot Plan has been approved by the District Council.
- 1.1.6 Not to Occupy more than 50% of the Open Market Units in a Phase which is to contain Self-Build Housing Plot(s) as per the approved Self-Build Housing Plot Plan and approved Phase Specific Self-Build Housing Plot Plan until it has commenced marketing of the Self-Build Housing Plot in that Phase for the proposed Self-Build Residential Units. If despite marketing in accordance with the approved Self-Build Housebuilding Marketing Plan the Owner has been unable to secure a Transfer of all of the relevant Self-Build Housebuilding Plot within 9 months of commencing marketing of the plot in question, then that part of the relevant Self-Build Housing Plot which has not been Transferred, may, on receipt of written confirmation from the District Council that all provisions in this Schedule 5 have been duly complied with in relation to the relevant

plot in question, be used for the construction and sale of a Residential Unit free of any restrictions imposed by this paragraph 1.

- 1.2. The Owner agrees with the District Council that no Affordable Housing Units shall be proposed on or provided as part of any Self-Build Housebuilding Plot(s).
- 1.3. Following Transfer of any Self-Build Housebuilding Plot (or any part thereof) in accordance with the provisions in the preceding paragraphs, the subsequent owner must construct the Self-Build Residential Units in accordance with all necessary consents including for the avoidance of doubt the Permission and any applicable Reserved Matter Approval.

SCHEDULE SIX
THE PLANS

Plan	Description	Plan Reference
Plan 1	Location Plan	1304_S_11_P1
Plan 2	Access Road, PRow and Adjoining Land Plan	1304_S_16_P7
Plan 3	Plan showing approved part of Access Road Phase 1	ITB14224-GA-009B



Notes:
Do not scale from this drawing.
All contractors must visit the site and be responsible for taking and checking dimensions.
All construction information should be taken from figured dimensions only.
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
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Key

----- Nursery Fields application boundary (14.07 ha)

PLAN FOR APPROVAL

P1: 18.10.20 First Issue

Rev	Date	Description
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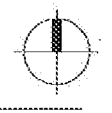
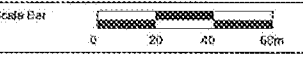
JTP Studios
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www.jtp.co.uk

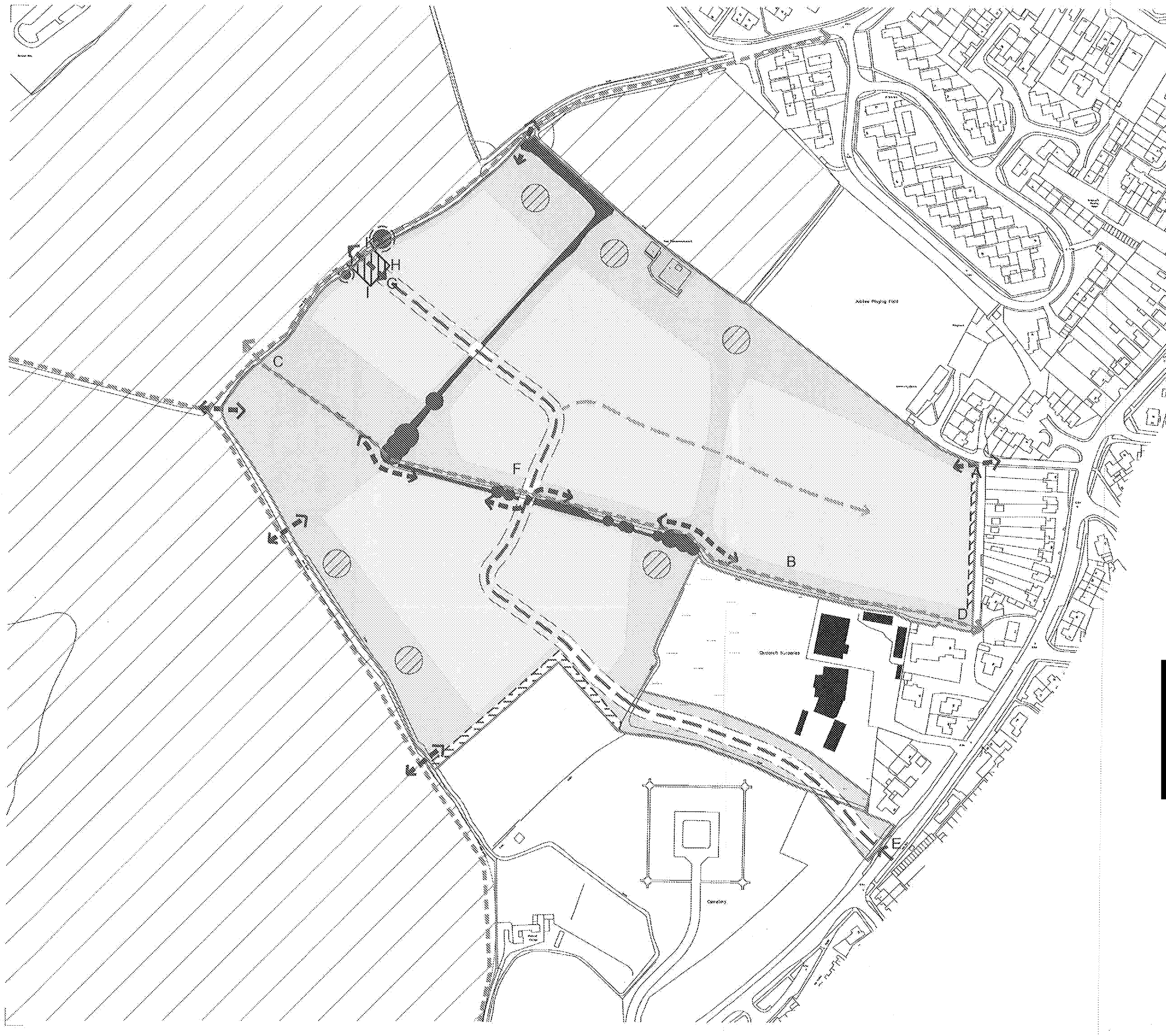
Nursery Fields,
West Bersted

Drawing Title
**Nursery Fields
Location Plan**

Scale @ A3 1:2500 Job Ref. 01304

Drawing No. 01304 _ S_11 Revision P1





Notes:
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- Key
- Application boundary
 - Residential use (including tertiary roads and incidental open space)
 - Primary vehicular route (alignment subject to centre line deviation limits of +/- 10m)
 - Secondary vehicular route (indicative alignment)
 - Vehicular access
 - Pedestrian and cycle way (aligned to avoid retained trees and hedgerows)
 - Existing Public Rights of Way
 - AB Cycle link to be achieved from point A to point B, as part of the development infrastructure at RMA stage
 - Indicative location of water management feature
 - Telecommunication Mast
 - Buffer planting
 - Open space
 - Existing trees and hedgerows to be retained where possible
 - 2m offset from root protection area
 - Land marked H4-J-K reserved for potential future all purpose access to wider area
 - Remaining SD3 Allocation Area (Adjoining Land)
 - C-G Notations refer to S106 Agreement

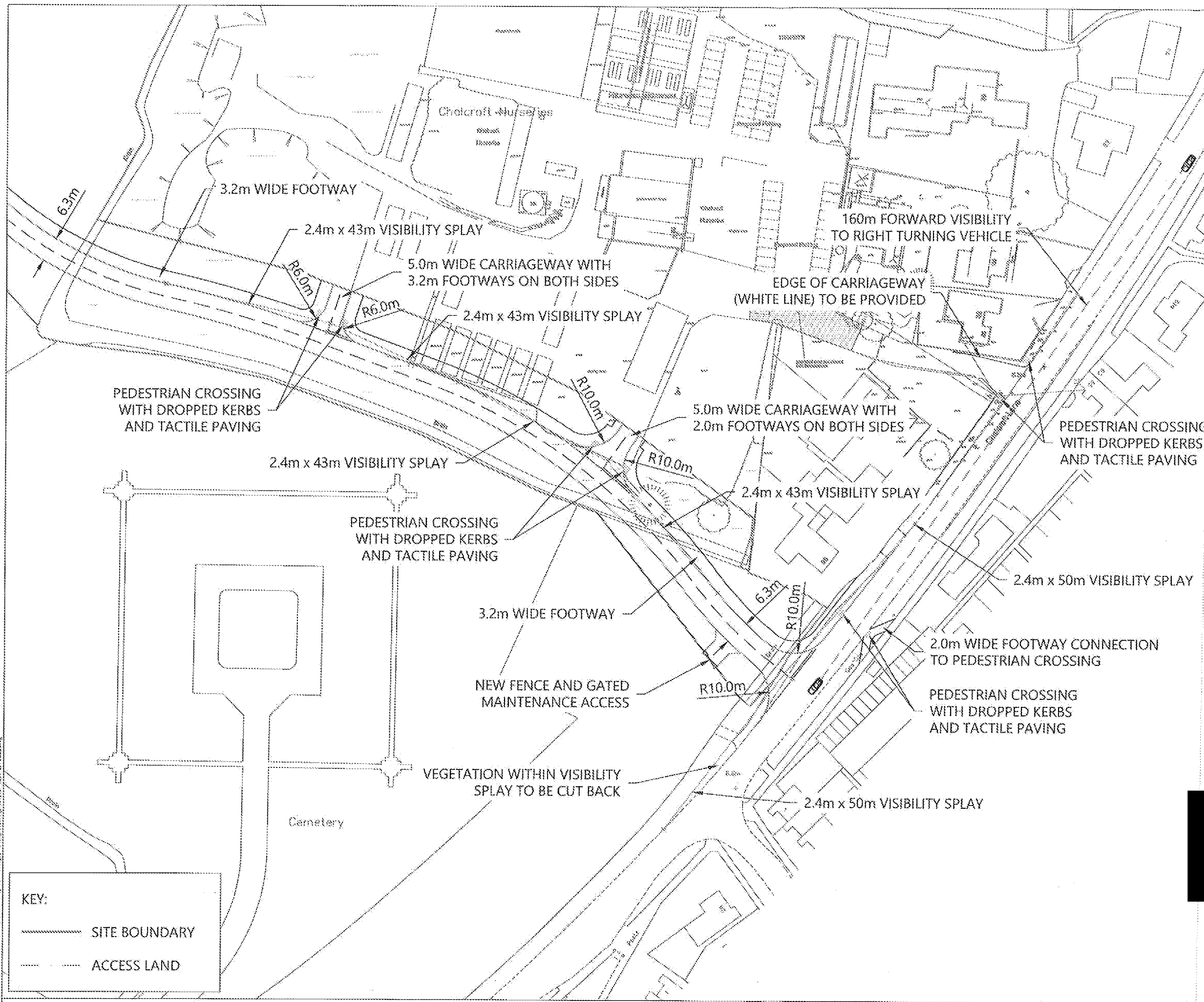
Rev	Date	Description	Drawn	Check
P7	10.06.21			
P6	27.07.21	Key amended	VR	GP

Drawing Status
PLANNING

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Project
**Nursery Road
West Ber**
Drawing Title
**Plan 2
S106 Access Road Phasing Plan**

Scale @ A3 1: 2500 Job Ref 01304
Drawing No. 01304 _ S_16 Revision P7
Scale Bar 0 20 40 60m



KEY:

----- SITE BOUNDARY

----- ACCESS LAND

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SCALE BAR @ 1:1000



REV	DATE	BY	DESCRIPTION	CHK	APP
B	03.02.21	JD	ARRANGEMENT AMENDED	DS	DS
A	26.11.20	JD	RSA COMMENTS INCORPORATED	DS	DS

STATUS: FOR INFORMATION

i-Transport

Grove House, Lutyens Close, Chineham
Basingstoke, Hampshire, RG24 8AG

Tel: 01256 338640

TITLE:

LANDFORM ESTATES

DRAWN: JD	CHECKED: DS	APPROVED: DS
PROJECT NO: ITB14224	SCALE @ A3: 1:1000	DATE: 02.11.20
DRAWING NO: ITB14224-GA-009	REV: 8	

Executed as a deed by)
CHALCROFT ASSOCIATES LLP)
acting by a member in the presence of a witness:)

Signature of Member:

Name of Member:

Signature of Witness:

Name of Witness:

Address of Witness:

..... Michael Hobbs - Solicitor
..... Hobbs Law LLP
..... 21 Tennyson Road
..... Aldwick, Bognor Regis
..... West Sussex PO21 2SB

Executed as a deed by for and on behalf of)
NATIONAL WESTMINSTER BANK PLC by a)
duly authorised Attorney in the presence of a)
witness:)

Signature of Attorney:

Name of Attorney:

Signature of Witness:

Name of Witness:

Address of Witness:

Executed and Delivered as a deed)
for and on behalf of)
THE NATIONAL WESTMINSTER BANK PLC)
by a duly authorised Attorney)

In the presence of:- *Richard Simpson*

Tina Bardley
DOCUMENTOR
CREDIT DOCUMENTATION

REF 6599324/m06

Executed as a deed by)
CHALCRAFT DEVELOPMENTS LIMITED)
acting by a director in the presence of a witness:)

Signature of Director:

Name of Director:

ERIC PASAND

Signature of Witness:

Name of Witness:

FERRAN ADMAN

Address of Witness:

THE ARTS BUILDING
MORRIS PLACE
LONDON N4 3JG

Executed as a deed by)
LANDFORM BERSTED LIMITED)
acting by a director in the presence of a witness:)

Signature of Director:

Name of Director:

ERIC PASAND

Signature of Witness:

Name of Witness:

FERRAN ADMAN

Address of Witness:

THE ARTS BUILDING
MORRIS PLACE
LONDON N4 3JG

Executed as a Deed by **RODNEY MICHAEL WESTLAKE** in the presence of



Full Name (Witness)

DENYS DAVID RICHARD LLOYD

35 CHAPELFIELD EAST

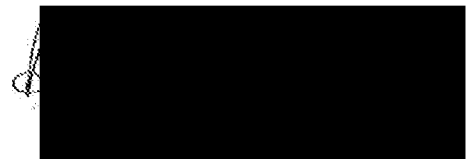
NORWICH NR2 1SF

Address (Witness)



Signature of Witness

Executed as a Deed by **ANNE ROSEMARY WESTLAKE** in the presence of



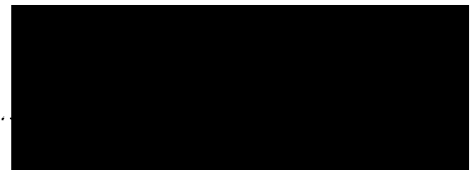
DENYS DAVID RICHARD LLOYD

Full Name (Witness)

35 CHAPELFIELD EAST

NORWICH NR2 1SF

Address (Witness)



Executed as a Deed by
FRANCES MARGARET HARNETT
as attorney for **JOHN RONALD HARNETT** (pursuant to
a Lasting Power of Attorney registered with the Office of
the Public Guardian on 12 December 2018)
in the presence of



Margaret Harnett as
attorney for John Ronald
Harnett

^{ANN}
BRENDA EASTAFF

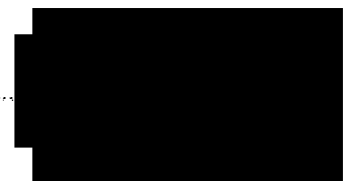
Full Name (Witness)

BOUNDSTONE, WILLOW ROAD

MILTON KEYNES VILLAGE

MILTON KEYNES MK10 9AF

Address (Witness)



Executed as a Deed by DANIEL HARNETT in the presence of

ANDREW DROCE

Full Name (Witness)

6 TILL AVENUE

FARNINGHAM DARTFORD

KENT DA14 0BH

Address (Witness)

Executed as a Deed by ANTHONY JOHN LALOR in the presence of

BRYAN JACKSON

Full Name (Witness)

DAVIDSTOWN HOUSE,

CALVERSTOWN,

CO. KILDARE,

IRE R56 A403

Address (Witness)

Executed as a Deed by SUSAN CAROL LALOR in the presence of

BRYAN JACKSON

Full Name (Witness)

DAVIDSTOWN HOUSE,

CALVERSTOWN

CO. KILDARE

IRE R56 A403

Address (Witness)

Appendix 1
'Planning Obligations: Explaining Contribution Calculations' (February 2020)

Planning Obligations: Explaining Contribution Calculations

Use our contributions calculators to find out how much you may be liable to pay. You need to add various inputs, such as parking spaces, housing totals, and commercial floorspace.

Visit our website to download the calculators: www.westsussex.gov.uk/s106.

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Assessment of Additional Needs

Additional needs for services are assessed by calculating the additional population likely to come from a proposed development.

The figures in the table below show the **occupancy rates** from Census 2011 (number of people) per dwelling type and size for open market and social housing. These rates are used to calculate the additional population likely to come from a proposed development. For an outline planning application, where the housing mix is not yet determined, the average occupancy rate is 2.5 persons per dwelling.

Dwelling Size	Occupancy Rate (House)	Occupancy Rate (Flat)
1 bed	1.5 persons	1.3 persons
2 bed	1.9 persons	1.9 persons
3 bed	2.5 persons	2.4 persons
4+ bed	3.0 persons	2.8 persons

Exclusions and reductions are as follows.

- Demolished or converted dwellings, excluding those that have been vacant for five or more years, are subtracted from the gross gain. The population from such dwellings will be deducted according to the type of accommodation and relevant occupancy rate, so we are looking for the *net* increase in residents.
- Demolition of existing bedsit accommodation (with an assumed occupancy of one person) is excluded for all services except those for children and young people as it is unlikely that bedsits will accommodate children.
- In Horsham and Mid Sussex districts, a 33% reduction of the additional population from all social housing units is granted due to the number of concealed households moving into the development. Concealed households are households currently living with friends and relatives because they are unable to gain access to the housing market.
- In the districts and boroughs of Adur, Arun, Chichester, Crawley, and Worthing, no contributions are required for social-rented housing but contributions for other types of affordable housing may be required, including help-to-buy schemes.
- Contributions are not sought from developments of sheltered housing for the very frail elderly or care homes.

Adults' Services

We provide a range of services to support older people and people with a disability or mental health need. These services include day centres, care homes, housing schemes, and shared use of community facilities. As new development may increase demand and pressure on existing facilities, we may request contributions for either new infrastructure or extensions to those facilities.

Education and Schools

We have a statutory responsibility to provide education for all children of school age, normally ages four to 16, and to ensure sufficient nursery education for three- and four-year-olds in partnership with other sectors.

Our policies for admission of pupils to schools aim to ensure that parents can normally expect places for their children at the schools serving the area in which they live.

The housing and population characteristics of the wider area will provide a guide in the assessment of the likely age profiles and additional children arising from the proposed development. The average standards are set out in the table below.

School Type	Child Product
Primary (ages 4 to 11)	25 per 100 dwellings
Secondary (ages 11 to 16)	18 per 100 dwellings
Secondary (ages 16 to 18)	4 per 100 dwellings

Note that for children aged 16-18, the child product is 7 pupils per 100 dwellings, assuming a 100% cohort survival rate. In West Sussex, however, the average rate for pupils progressing from Year 11 to Year 12 and 13 is 54%. This, in effect, means a reduction from 7 pupils per 100 dwellings jointly for the two-year groups to 4 pupils per 100 dwellings.

We have adopted the Department for Education's average build cost multipliers with regional adjustment factors. Where the cost multiplier has not been updated for the new financial year, the most recent cost multiplier will be used and updated according to the relevant change in the Royal Institution of Chartered Surveyors' Building Cost Information Service's All-In Tender Price Index.

These cost multipliers are building costs per pupil place, derived from data collected by the Department for Education (formerly the Department for Children, Schools and Families) on the actual costs of enlarging existing schools and building new schools. The cost multipliers include fixed equipment costs and fees but exclude the costs of providing loose equipment.

The WSCC calculator is used for smaller developments where contributions are sought for the improvement and expansion of **existing** schools. Strategic developments with pupil numbers greater than the local schools have capacity to take or expand to, are subject to bespoke requirements.

'Early Years' provision should be included alongside new primary school sites.

Calculating Contributions

Financial contributions for school infrastructure are broken up into three categories: primary, secondary, and sixth form. Depending on the existing local infrastructure, only some or none of these categories of education will be required.

Where the contributions are required, the calculations are based on the additional amount of children, and thus school places, that the development would generate, referred to as TPR (**total places required**). The TPR is then multiplied by the

Department for Education's school building costs per pupil place, known as the cost multiplier.

- Education Contributions = TPR x cost multiplier

The TPR is determined by the number of year groups in each school category multiplied by the **Average Child Product** (ACP).

- TPR = Number of year groups x ACP

Year groups are set out in the table below.

School Type	Number of Year Groups
Primary	7 year groups (ages 4 to 11)
Secondary	5 year groups (ages 11 to 16)
Sixth Form places	2 year groups (ages 16 to 18)

Average Child Product is the adjusted education population multiplied by the average amount of children, taken to be 14 children per year of age per 1,000 persons for houses and bungalows (average figure taken from 2001 Census). For flats and maisonettes, the average number is five children per year per 1,000 persons.

- Child Product = Adjusted Population x 14/1,000 (or 5/1,000 for flats)

The adjusted education population for the child product excludes population generated from one-bed units, sheltered, and 55+ age-restricted housing, and social-rented housing on a district by district basis according to supplementary planning guidance, as a nil child product is assumed for these dwellings.

The **cost multiplier** is a figure released by the Department for Education. It is a school building cost per pupil place as at 2019/2020, updated by Royal Institute of Chartered Surveyors' Building Cost Information Service's All-In Tender Price Index.

The cost multipliers are set out in the table below.

School Type	Cost Multiplier
Primary	£18,370 per child
Secondary	£27,679 per child
Sixth Form places	£30,019 per child

To find out whether education contributions are required, check the locality table and education maps on our website: www.westsussex.gov.uk/s106.

Other Services for Children and Young People

Contributions will be sought where necessary towards youth provision and other facilities such as residential care. Though required for large strategic developments, each development will be considered on a case-by-case basis.

Libraries

As recommended by the International Federation of Library Associations and Institutions, we have adopted standards that relate service provision to population numbers.

The applied average standard is 32m² per 1,000 population, varying from 30m² to 35m². Where a library is unable to meet these standards due to development, a reasonable contribution will be requested towards the service based on the adopted floorspace standards, the library building cost per square metre and the additional population coming from the proposed development.

For catchment populations up to 4,000, service provision will be by means of mobile libraries. For populations of over 4,000, the service will be delivered through built libraries. The type of library will be determined by the size of the catchment population.

Where the best means for the delivery of library services to a new development is a mobile library, you will be required to provide a suitable parking area (with good links to the local transportation network and access to a power supply) and/or a proportionate financial contribution towards the costs of providing and stocking an extra vehicle.

Where the appropriate means for the delivery of library services to a new development is a built library, you will be required to make fair and proportionate contributions towards the costs of providing and stocking a new or improved permanent building, including any necessary land acquisition. Where the existing capacity of a library would not be able to serve new development, the contribution will be calculated as follows:

- Additional Population x Cost per Head of Improvements to Library Services

The needs of the library service will have to be assessed individually and in context. Occasionally, more than one feasible way of meeting those needs within our standards will be identified. For example, improvement of the mobile library service in combination with an enhancement of facilities at the major library in the nearest town could be an acceptable alternative to development of a neighbourhood library, on site or nearby, for about the same overall cost. Therefore, where the library needs of a particular development proposal may be satisfied equally well by one or more alternatives, you will be required to contribute towards the most appropriate solution identified by us.

Calculating Contributions

Two methodologies are used for calculating library infrastructure contributions. These have been locally tailored on the basis of required contributions and the nature of the library in the locality.

Library infrastructure contributions are determined by the population adjustment resulting in a square-metre demand for library services.

The square-metre (SQM) demand is multiplied by a cost multiplier which determines the total contributions:

- Contributions = extra library space required x Cost Multiplier

The **extra library space** is the space in square metres per 1,000 population.

The **square-metre demand** for library floorspace varies across the relevant districts and parishes based on available library infrastructure and the settlement population in each particular locality.

The **local floorspace demand** (LFD) figure varies between 30 and 35 square metres per 1,000 people and is provided with each individual calculation.

- Square Metre Demand = (Adjusted Population x LFD) / 1,000

The **adjusted population** is the sum of the occupancy for the net dwelling increase with the exclusion of social housing increase.

The **cost multiplier** for providing relatively small additions to the floorspace of existing library buildings is currently £5,252 per square metre. This estimated figure was updated by our quantity surveyor for 2018/2019.

Fire and Rescue Services

Fire Hydrants

Works may be needed to fulfil our duty to ensure the provision of an adequate supply of water for fire fighting. Requirements for the provision of fire hydrants affixed to water mains and the carrying out of other works that are 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.

Adequate access for fire-fighting vehicles and equipment from the public highway must be available and may require additional works on or off site, to comply with Building Regulation BS5588 Part 5 – 2004.

The locations and spacing of hydrants should conform to guidance given by the Fire and Rescue Service and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible.

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

The installation costs of fire hydrants will also be required on developments as a direct cost to the developer, as required under the Fire Services Act 2004.

Infrastructure

In addition to fire hydrants, you may be required to contribute towards the provision of new fire-fighting services or facilities so that we can meet our statutory requirements and prescribed standards of fire cover for the area, as set out in the Fire and Rescue Services Act 2004. The costs will be based on the additional population coming from the proposed development, the cost per square metre of building fire stations, and the infrastructure improvements necessary to serve the proposed development.

Contributions will be used to finance new fire-fighting equipment and services, extensions to fire stations or the provision of new facilities or other fire and rescue infrastructure as necessary, such as fire prevention equipment. Contributions will be based on:

- Additional population x cost per head of fire and rescue infrastructure improvements

Only in relation to largest-scale new developments, such as possibly a new settlement, might contributions be required to cover the full cost of providing an entirely new fire station which is not replacing an existing service. In such cases, it would be expected that land would be provided free of charge.

Calculating Contributions

The contribution for Fire and Rescue Services infrastructure is determined by the population adjustment multiplied by the relevant cost multiplier for the provision of services.

- Fire and Rescue Contributions = Adjusted Population x Cost Multiplier

The **adjusted population** is the sum of the occupancy rates for the net dwelling increase with the exclusion of social housing increase.

The **cost multiplier** is calculated by dividing the total cost of necessary fire and rescue infrastructure within the relevant division by the projected population for 2016. The cost multipliers are set out in the table below.

Division	Cost Multiplier
Southern (Adur, Arun, Chichester, Worthing)	£15 per person
Northern (Crawley)	£105 per person
Northern (Horsham, Mid Sussex)	£57 per person

Waste Management

Contributions for waste management services, such as recycling facilities and waste sites, have not been required since 2011/12. This situation is monitored and improvements may be considered for the future.

Total Access Demand (TAD)

The methodology is based on total access to and from a development.

An infrastructure contribution is required for each occupant or employee provided with a parking space, as they would be more likely to use the road infrastructure.

A sustainable transport contribution is required for each occupant or employee not provided with a parking space as they would be likely to rely on sustainable transport.

- $TAD = \text{Infrastructure contribution} + \text{Sustainable Transport contribution}$

The **infrastructure contribution** is determined by the net increase in car parking spaces, multiplied by our estimated cost of providing transport infrastructure per vehicle. The 2019/2020 cost multiplier is £1,407 per parking space.

- $\text{Infrastructure contributions} = \text{Car parking spaces} \times \text{Cost multiplier}$

The **sustainable transport contribution** is derived from the net car parking increase subtracted from the projected increase in occupancy of the development. The sustainable transport contribution increases where the population is greater than the parking provided. The sustainable transport figure is then multiplied by our estimated costs of providing sustainable transport infrastructure cost multiplier (£703 for 2019/2020).

- $\text{Sustainable transport contributions} = (\text{net car parking} - \text{occupancy}) \times 703$

Occupancy is determined by projected rates per dwelling and projected people per commercial floorspace as determined by us.

* * *

Appendix 2
Reserved Land Transfer

Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

1	Title number(s) out of which the property is transferred: [WSX342061]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land on the North West Side of Chalcraft Lane, Bognor Regis The property is identified ☒ on the attached plan and shown: edged [red] on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: [REDACTED] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: WEST SUSSEX COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: [REDACTED]

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): **ONE POUND** (£1.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

save that:

10.1 the covenants set out in sections 2 and 3 of The Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters which would be revealed by such searches and enquiries of public records as would be carried out by a prudent purchaser or matters which would be revealed by an inspection or survey of the Property (this disposition being expressly made subject to all of them);

10.2 the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any action required by the Transferor unless the Transferee pays the Transferor's costs;

10.3 the covenants set out in the Law of Property (Miscellaneous Provisions) Act 1994 Section 3 shall not extend to charges or incumbrances unless created by the Transferor;

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12 **INTERPRETATION**

12.1 In this Transfer, unless the context otherwise requires:-

"Plan 1" means the plan attached to this Transfer and labelled 'Plan 1' [Property plan];

"Plan 2" means the plan attached to this Transfer and labelled 'Plan 2' [Retained Land plan];

"Property Service Media" means such of the Service Media which are in, on, under or over the Property or are from time to time constructed or laid in, on,

under or over it and serve the Retained Land

"Retained Land"	means that land shown edged [blue] on Plan 2 and each and every part of it excluding the Property
"Retained Land Service Media"	means such of the Service Media which are in, on, under or over the Retained Land or are from time to time constructed or laid in, or on, under or over it and serve the Property
"Service Media"	means pipes, drains, wires, sewers, watercourses, cables, conduits and other service media
"Title Matters"	means the matters, covenants and stipulations contained, mentioned or referred to in the Property and Charges registers at the Land Registry of Title Number [WSX342061] so far as they are subsisting or capable of being enforced and affect the Property and [list any documents that have completed but are in the process of being registered]

12.1.2 In interpreting this Transfer:-

- (a) the expression "the Transferee" includes the owner or owners for the time being of the Property and the Transferee's successors in title;
- (b) the expression "the Transferor" includes the owner or owners for the time being of the Retained Land and the Transferor's successors in title;
- (c) words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a "person" are deemed to include any individual, firm, partnership, unincorporated association, incorporated association, corporation or company (wherever incorporated or situate) or other entity (in each case, whether or not having separate legal personality) including any governmental authority;
- (d) references to Clauses, sub clauses, Schedules and paragraphs unless otherwise specified mean the Clauses and sub clauses of or the Schedules and paragraphs to this Transfer and headings to them are to be disregarded in interpreting this Transfer;
- (e) the Schedules form part of this Transfer and are to be interpreted or construed as though they were set out in it;
- (f) if any party to this Transfer at any time comprises more than one person, any reference to such party is deemed to refer to each such person and any obligation or liability on the part of such person takes effect as a joint and several obligation;
- (g) the words "include" and "including" are to be construed without limitation and in construing this Transfer the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- (h) the words "herein", "hereto" and "hereunder" refer to this Transfer as a whole and not to the particular Clause, Schedule, or paragraph in which such word may be used;
- (i) all references to agreements, documents or other instruments include (subject to all relevant approvals) references to that agreement, document or instrument as amended, supplemented, substituted,

novated or assigned;

- (j) any covenant by the Transferor or the Transferee not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done.

12.2 Rights Excepted and Reserved

There are excepted and reserved out of the Property for the benefit of the Retained Land the rights set out in Schedule 1.

12.3 Title Matters

The Property is transferred subject to and, where appropriate, with the benefit of the Title Matters.

12.4 Restrictive Covenants By The Transferee

The Transferee with intent to bind the Property covenants on behalf of itself and its successors in title with the Transferor for the benefit of the Retained Land and each and every part of it that the Transferee and its successors in title but not so as to render the Transferee or its successors in title, as appropriate, personally liable for any breach of this covenant after the Transferee or its successors in title, as appropriate, has parted with all its interest in the Property or in that part of the Property upon which such breach is committed will at all times hereafter perform and observe the covenants and stipulations specified in Schedule 2.

12.5 Transferee's Indemnity Covenant in Respect of Incumbrances

The Transferee covenants with the Transferor by way of indemnity only and not further or otherwise that the Transferee will at all times hereafter perform and observe the Title Matters and will keep the Transferor indemnified from and against all actions, claims, demands, losses, costs, expenses, damages and liability in respect of any future breach or non observance or non performance of them but only insofar as they relate to the Property and are subsisting and capable of being enforced against the Property.

12.6 Exclusion of Section 62 Law of Property Act 1925

The parties hereby agree and declare that the Transferee is not entitled to any right or easement over the Retained Land other than those specifically granted by this Transfer and accordingly section 62 of the Law of Property Act 1925 does not apply to this Transfer.

12.7 No Rights of Light and Air

The Transferee is not entitled to any right or easement of light or air or otherwise which would or might restrict or in any way interfere with the development of the Retained Land.

12.8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SCHEDULE 1

RIGHTS EXCEPTED AND RESERVED

The rights for the benefit of the Retained Land and each and every part of it for the Transferor and the Transferor's Successors but in common (where appropriate) with the Transferee, the Transferee's

Successors, persons authorised by any of them and all others having the like right:-

1. **SERVICE MEDIA**

To the free and uninterrupted passage and running of water, soil, gas, electricity and other services through the Property Service Media.

2. **RIGHT OF WAY**

To pass and repass for all purposes and at all times with or without vehicles (and the footpaths on foot only) over the Property.

3. **SUPPORT AND PROTECTION**

Of support and protection from the Property for the benefit of the Retained Land.

**SCHEDULE 2
TRANSFEREE'S RESTRICTIVE COVENANTS**

1. **NUISANCE**

Not to do or allow on the Property anything which may cause nuisance or damage to the Transferor or the Transferor's Successors.

2. **USER**

Not to use the Property otherwise than as a connecting road with footpath and/or cycleway and not to cause any damage to or park vehicles on or otherwise obstruct or deposit mud or any other substance on the Property.

13 Execution

[]

Executed as a deed by affixing the common seal of **WEST SUSSEX COUNTY COUNCIL** in the presence of:

Common Seal of Company

Authorised Signatory

Name of Authorised Signatory

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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1/1