ARUN
DISTRICT COUNCIL

MEMO

Note Please scan and email plans to all these persons

FROM:
Delwyn Jones
Planning Solicitor
Ext: 37737
Ref: be/142/15/OUT
Dated : 24/2/16

TO: Deeds Store Clerk
For circulation to :-:

R Bentley S106 Monitoring Officer
Technical Support Unit – N Spencer and L Coney
FOR CIRCULATION TO :-
Planning Case Officer J Baeza /D Vick
Local Land Charges Officer C Bardwell
Planning Admin
Accountancy S Southerton
NNDR and Council Tax Rachel Hills /Iain Bell
Affordable Housing Andy Elder
Parks and Landscapes
NHS
West Sussex County Council County Hall Chichester PO19 1RW

SITE NAME: New Barn Lane Bersted
PARTY NAME: Olby Developments and Landform Bognor Regis
PLANNING OBLIGATION COMPLETION
REQUEST FOR TSU TO VALIDATE APPLICATION
RECEIVED BY PLANNING NK
RECEIVED BY LEGAL SERVICES 1/9/15
RETURNED BY LEGAL SERVICES 24/2/16
OBSERVATIONS
This was a complicated deed involving 4 parties – 2 developers and 2 councils with several complex provisions and 90 dwellings

The above is now completed. If the Planning Obligation does not accompany this memo, it is being scanned and will follow as soon as possible.

PLANNING TSU

You can now validate this application. Please forward to your relevant Team Member ASAP, as I am not always advised, who the TSU Officer is.
Please send a receipt for legal fees paid and banked by you. .

DEEDS STORE CLERK:

The original planning obligation is attached.

Please place the original planning Obligation attached in the Deeds Store.

Before you do so please scan one copy and forward it to the Service Delivery and Monitoring Officer . The SD&MO will then update the Ocella records and circulate it to the other addressees of this memo.

SERVICE DELIVERY & MONITORING OFFICER

Please on receipt of this memo and enclosure circulate to all the above addressees and update Ocella.

PLANNING OFFICER:
Please issue planning permission OR get TSU to validate the application as the facts of the case require. A copy of the planning obligation is on the file.

LOCAL LAND CHARGES OFFICER:
Please register this planning obligation as a Local Land Charge. A copy of it is attached.

ALL OF YOU

A summary of the provisions of the obligation is:

Obligation	**Time Limit**
WSCC	
contributions :- Education Fire Library formula based Highways works	
ADC	
Affordable housing on site 30% Open space and LEAP play area on site £45 k value NHS £79020	As part of development In accordance with scheme to be agreed half on occupation of 55th and half on occupation of 75th dwelling

PLANNING ADMIN:
A copy is enclosed for your files. Please enter this on the Planning Register as a PE format.

The legal fees received for the preparation of this agreement are to be collected by TSU.

Delwyn Jones
Planning Solicitor

DATED 24 February Do not date. **2016**

ARUN DISTRICT COUNCIL (1)

WEST SUSSEX COUNTY COUNCIL (2)

OLBY DEVELOPMENTS LIMITED (3)

LANDFORM BOGNOR REGIS LIMITED (4)

PLANNING OBLIGATION BY DEED UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to:-

Land to the West of New Barn Lane, North Bersted, Bognor Regis, West Sussex

IBB Solicitors
Capital Court
30 Windsor Street
Uxbridge UB8 1AB

Tel: 08456 381381
Fax: 08456 381351

IBB solicitors

THIS DEED is dated 24 February 2016

PARTIES

(1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("District Council");

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RG ("County Council");

(3) **OLBY DEVELOPMENTS LIMITED** (Company Number 07444459) of The Hermitage, Church Hill, Slindon, Arundel, West Sussex BN18 0RB ("the Owners")

(4) **LANDFORM BOGNOR REGIS LIMITED** (Company Number 9581800) of Euro House 1394 High Road London N20 9YZ ("the Applicant")

Background

1. The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated. The County Council is the local highway authority, the county planning authority the education authority and the authority responsible for the provision of library and fire services for the area in which the Site is situated.

2. The Owners are the freehold owners of the Land under Title No WSX 343743

3. The Applicant has a charge over the Land.

4. The Applicant submitted the Application under ref BE/142/15/OUT to the District Council and the parties have agreed to enter into this Deed in order to secure the Planning Obligations.

5. The District Council resolved on 27 January 2016 to grant the Planning Permission, subject to the prior completion of this Deed. This Deed is submitted to address certain requirements of Planning Policy and to overcome shortfalls in infrastructure provision arising from the proposed Development.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. Definitions

For the purposes of this Deed, the following expressions shall have the following meanings:

"Act"	means the Town and Country Planning Act 1990 as amended;
"Affordable Housing Provider (AHP)"	means either: (a) a registered provider as defined by S.80 of the Housing and Regeneration Act 2008; or (b) an unregistered provider of social housing approved by the District Council or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing Units as set out in Schedule 4 Part 3 ;
"Affordable Housing Scheme"	means a scheme for the provision of Affordable Housing Units within a Phase which: (a) allocates no less than 30% (thirty-per cent) of the Dwellings within the Site as Affordable Housing Units; (b) provides the Affordable Housing Units in accordance with the Affordable Housing Tenure Mix; (c) identifies the location of the Affordable Housing Units; (d) identifies the size and housing type of the

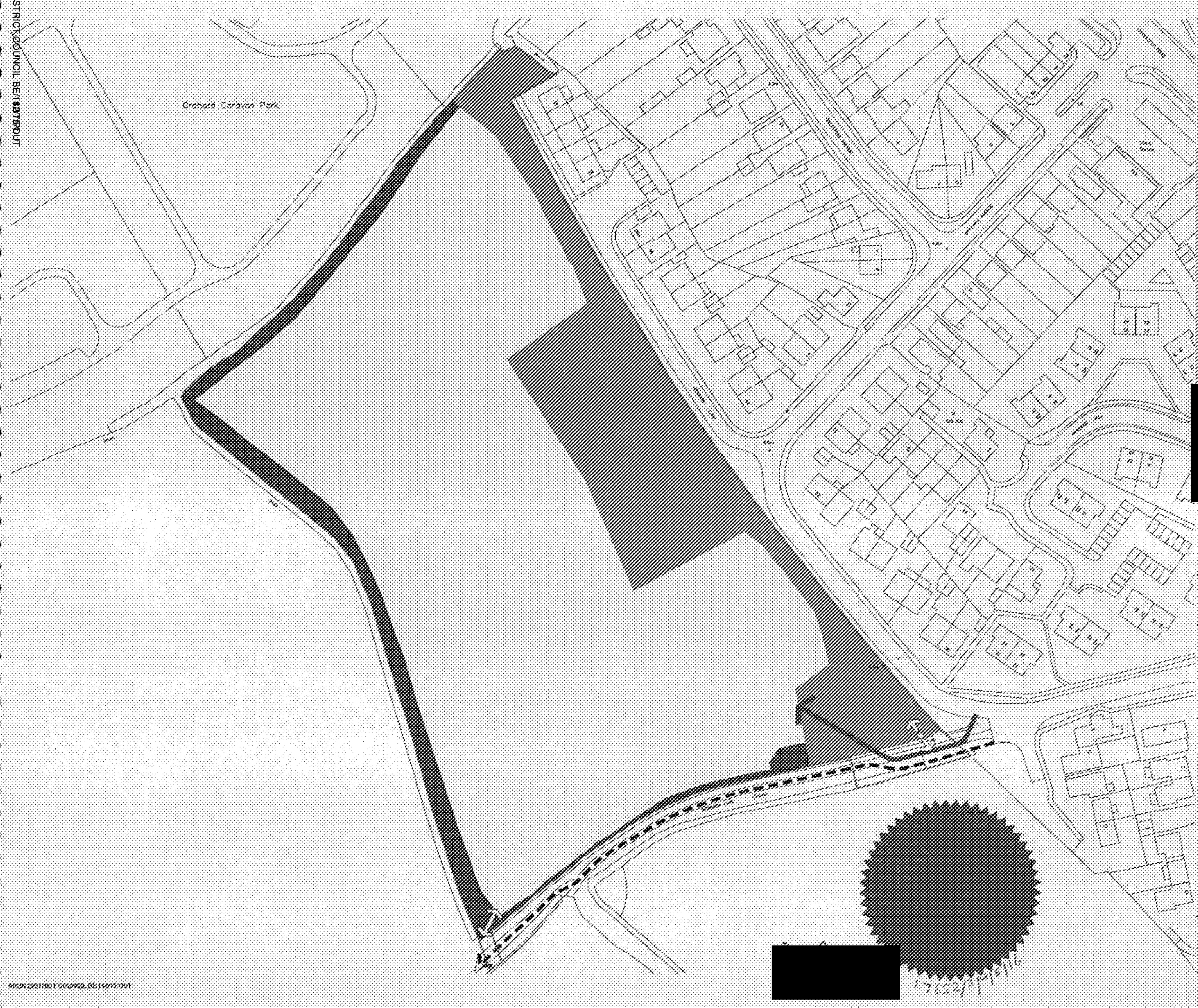
	Affordable Housing units (e) utilises design techniques an objective of which is, inter alia, that the Affordable Housing Units should be materially indistinguishable (in terms of outward design and appearance) from the Open Market Units of similar size;
"Affordable Housing Tenure Mix"	means a mix of tenure type whereby a minimum of 50 % (fifty per cent) of the Affordable Housing Units shall be provided as Affordable Rent Dwellings and the remainder being up to 50% (fifty per cent) of the Affordable Housing Units shall be Intermediate Housing Units, or as otherwise agreed between the parties ;
"Affordable Housing Units"	means an Affordable Rent Dwelling or an Intermediate Housing Unit which is Identified as such in accordance with the terms of this Deed;
"Affordable Rent Dwellings"	means an Affordable Housing Unit provided by an Affordable Housing Provider that has the same characteristics as social rented housing save that it is outside the national rent regime, but is subject to other rent controls that require that it is offered to eligible persons at a rent of up to 80% (eighty per cent) of the equivalent rent achievable in the local market and "Affordable Rent" shall be construed accordingly;
"Amenity Space"	an area or areas of land within the Site comprising landscaping and incidental open space shown coloured dark green on the Green Infrastructure Drawing;
"Amenity Space Scheme"	means a scheme to be submitted by the Owners and approved by the District Council in respect of

	the Amenity Space setting out (a) the precise boundaries of the Amenity Space; (b) the detailed plans and specification for the construction, laying out, servicing and planting of the Amenity Space; and (c) a programme for the delivery of the Amenity Space
"Application"	means the application for outline planning permission dated 8th September 2015 submitted to the District Council for the Development and allocated reference number BE/142/15/OUT
"Certificate"	means the certificate to be issued to the District Council by the Owners in accordance with Schedule 3;
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, provision of infrastructure , the temporary display of site notices or advertisements, the provision of contractors' offices and compounds and "Commence Development" shall be construed accordingly;
"Complete"	means completion to the satisfaction of the County Council in writing and "Completed" and

	"Completion shall be construed accordingly;
"Development"	the development of the Site as set out in the Application;
"Dwelling"	any dwelling to be constructed pursuant to the Planning Permission, comprising both Open Market Units and Affordable Housing Units;
"Education Contribution"	means the Primary Education Contribution, the Secondary Education Contribution and the Further Secondary Education Contribution together;
"Estate Management Company"	means a company, trust or other appropriate body established by the Owners and approved by the District Council for the purposes, inter alia, of maintaining, managing and monitoring any area of land or facility which is required to be managed or maintained under this Deed;
"Fire Service Contribution"	means the financial contribution towards the re-development or re-location of fire stations and vehicles and equipment in West Sussex Fire Rescue Service Southern Area serving Bognor Regis payable and calculated in accordance with Schedule 5, Part 3;
"Further Secondary Education Contribution"	means the financial contribution payable towards additional equipment at The Regis School to mitigate the impact of the Development on further secondary education services payable and calculated in accordance with Schedule 5 Part 1;
"Green Infrastructure Drawing"	means the John Thompson and Partners Drawing No 01084PP03 Revision P1 annexed hereto
"Health Contribution"'	means the financial contribution of seventy nine thousand and twenty pounds (£79,020) payable towards GP primary care premises and growth

	and continuity of GP primary care services in the Bersted, Maywood and Bognor health centre areas
"Index"	means the All Items Index of Retail Prices issued by the Office for National Statistics for all contributions payable to the District Council pursuant to this Deed and the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation for all contributions payable to the County Council pursuant to this Deed;
"Interest"	interest at 4 (four) per cent above the base lending rate of the Bank of England from time to time;
"Intermediate Housing Unit(s)"	means Dwelling(s) provided by an Affordable Housing Provider under which a purchaser may purchase a share of an Affordable Housing Unit under a form of shared equity lease prescribed by the Homes and Communities Agency where: (a) the lease is able to be the subject of a mortgage or charge; and (b) the initial equity share which may be purchased by the purchaser is first approved in writing by the District Council;
"Land"	means land on the South Side of New Barn Lane North Bersted Bognor Regis West Sussex registered at Land Registry with title absolute and a title number WSX343743;
"Library Contribution"	means the financial contribution towards a Tier 7 library facility in a community building in Bersted to mitigate the impact on library facilities as a result of the Development payable and calculated in

ARUN DISTRICT COUNCIL BE/1[illegible]/15/OUT



[redacted]

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.
This drawing & and the works depicted are the copyright of John Thompson & Partners.

This drawing is for planning purposes only. It is not intended to be used for construction purposes. Whilst all reasonable efforts are used to ensure drawings are accurate, John Thompson & Partners accept no responsibility or liability for any reliance placed on, or use made of, this plan by anyone for purposes other than those stated above.

Key:

- Application site 3.72 ha
- ▨ Public open space 0.76ha (includes children's play areas, recreational space, primary access, and surface water attenuation measures)
- ▩ Other open space 0.24 ha (includes retained vegetation)
- Residential development
- → Primary access
- Indicative location of pedestrian and cycle access
- Indicative location of pedestrian access
- Public footpath 134 retained

[redacted]

P1 06/08/2015 First Issue

Rev | Date | Description | Drawn | Chkd

Drawing Status

For Approval

Client

Landform Estates Ltd.

Landform
strategic land development

JOHN THOMPSON & PARTNERS

Project

Land to the West of New
Barn Lane, North Bersted

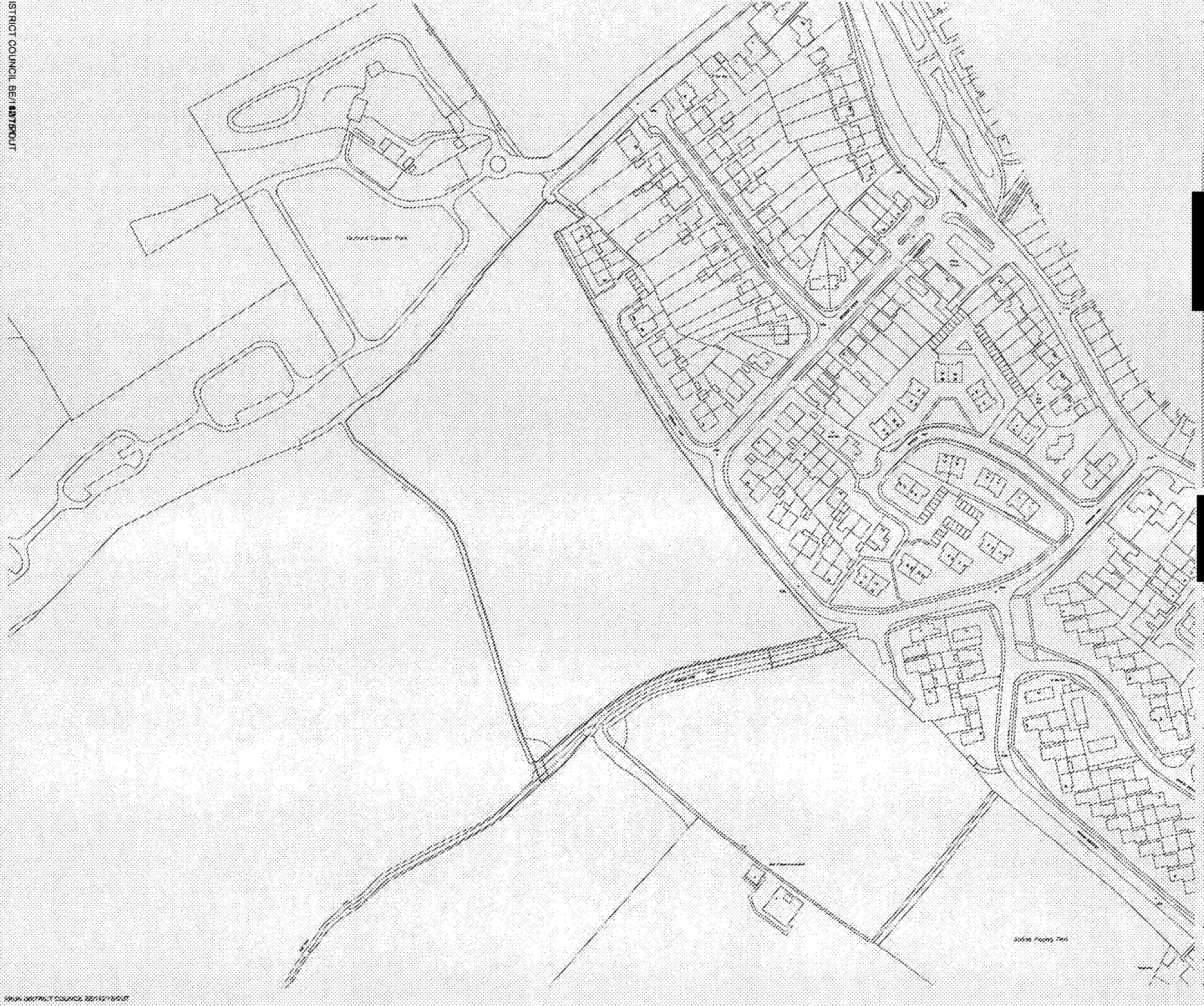
Drawing Title

Parameter Plan: Green Infrastructure

Scale @ A3 1:1250 Job No. 01084
Drawing No. 01084_PP_03 Revision P1
Scale Bar 0 10 20 50m

	accordance with Schedule 5 Part 2;
"Management and Maintenance Proposals"	means detailed proposals for the management and maintenance of a facility or area of land in perpetuity including: (a) particulars of any Estate Management Company to be involved in the management and maintenance of the facility or area of land and the financial arrangements to be put in place in order to fund the future management and maintenance thereof; (b) a detailed specification for the maintenance and management provisions;
"Nominations Procedure"	means the procedures set out in Part 3 of Schedule 4;
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission, but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be construed accordingly;
"Open Market Units"	means those Dwellings for sale lease or other disposal on the open market and excluding the Affordable Housing Units;
"Open Space "	the area of public open space and/or structural landscaping to include play areas and recreational space shown coloured light green on the Green Infrastructure Drawing;
"Open Space Scheme"	means a scheme to be submitted by the Owners and approved by the District Council in respect of each area of Open Space and Structural

	Landscaping setting out: (a) the precise boundaries of each area of the Open Space and Structural Landscaping; (b) the detailed plans and specification for the construction, laying out, servicing and planting of the Open Space and Structural Landscaping; (c) a programme for the delivery of the Open Space and Structural Landscaping; and (d) the Management and Maintenance Proposals for the Open Space and Structural Landscaping;
"Plan"	means the plan annexed hereto;
"Planning Obligation"	means the obligations pursuant to this Deed and "Planning Obligations" shall be construed accordingly;
"Planning Permission"	Any outline planning permission subject to conditions that may granted by the District Council pursuant to the Application ref BE/142/15/OUT substantially in the form set out in Schedule 1;
"Primary Education Contribution"	means the financial contribution payable towards infrastructure improvements at South Bersted Primary School to mitigate the impact of the Development on primary education services payable and calculated in accordance with Schedule 5 Part 1;
"Provide Services"	means lay out and construct up to the boundary of the land to be serviced with no intervening land services comprising access roads, water supply, foul sewerage, surface water drainage, electricity, tele-communications (including IT) and where a



[illegible]

Application Boundary (3.72 ha)

[redacted]

[redacted]

For Approval

Landform Estates Ltd.

Landform
strategic land development

JOHN THOMPSON & PARTNERS

jtp

[illegible]

Land to the West of New
Barn Lane, North Bersted

Application Boundary

1:2000 | 01084

01084_9_02 | P1

	local distributor is available gas and such other services as the Owners may be providing to the relevant part of the Development in accordance with details which shall have been first submitted to and approved in writing by the District Council and "**Provided Services**" shall be construed accordingly;
"PROW Improvements Contribution"	means the sum of £50,000.00 (fifty thousand pounds) towards improvement of the public right of way running along the southern boundary of the Site and towards the improvement of the wider PROW system within the vicinity of the Site.
"Reserved Matters Approval"	means the approval of all reserved matters
"Secondary Education Contribution"	means the financial contribution payable towards additional equipment at The Regis School to mitigate the impact of the Development on secondary education services payable and calculated in accordance with Schedule 5 Part 1;
"Site"	means the land edged red on the Plan;
"Traffic Regulation Order Contribution"	means the contribution of five thousand five hundred and seventy eight pounds (£5,578) for the promotion and advertisement of a Traffic Regulation Order for the installation of waiting restrictions in the vicinity of the proposed Site access if monitoring demonstrates these as being necessary following Occupation of the Development

2. Construction of this Deed

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed, 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 Subject to Clause 3.3 below, references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.

2.7 The headings and contents list are for reference only and shall not affect construction.

3. Legal Basis

3.1 This Deed is made pursuant to Section 106 of the Act, Sections 111 135 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers enabling .

3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and subject to Clauses 3.3 and 8.7 are enforceable by the District Council and the County Council in the case of covenants made with them as local planning authorities against the Owners and their successors in title and any person deriving title from the Owners.

3.3 This Deed shall be enforceable against the Owners' successors in title and any person deriving title from them save that:

(a) individual owners or occupiers of the Open Market Units shall not be bound by the obligations set out herein;

(b) individual owners or occupiers of the Affordable Housing Units shall only be bound by and subject to the obligations set out in paragraph 1 of Schedule 2;

(c) statutory undertakers and utility providers providing services for the benefit of the Development shall not be bound by the obligations set out herein.

4. Conditionality

4.1 Other than the obligations set out at clause 4.2 which shall be conditional on the grant of the Planning Permission, the obligations in the Schedules are conditional upon:

(a) the grant of the Planning Permission; and

(b) the Commencement of Development.

4.2 The obligations referred to in clause 4.1 which shall be conditional only on the grant of the Planning Permission are:

(a) Schedule 3, Part 2, paragraphs 1 and 2;

(b) Schedule 4, Part 1, paragraphs 2.1 and 2.2

5. The Owners' Covenants

5.1 The Owners covenant with the District Council to observe and perform the covenants, obligations, agreements and restrictions set out in the Schedules.

5.2 The Owners covenant with the County Council to observe and perform the covenants obligations and agreements set out in the Schedules.

5.3 The Owners covenant with the District Council and the County Council not to Commence or permit the Commencement of Development until it has first served a notice of Commencement of Development in the form of the notice or substantially in the form of the notice in schedule 10 hereto on both the District Council and the County Council 28 days prior to such commencement.

5.4 The Owners covenant with the District Council and the County Council not to Occupy or permit the Occupation of the Development until it has first served a notice of first Occupation of the Development.

6. The District Council's Covenants

The District Council covenants with the Owners as set out in the Schedules.

7. The County Council's Covenants

The County Council covenants with the Owners as set out in the Schedules

8. Miscellaneous

8.1 The Owners shall pay to the District Council and the County Council on completion of this Deed the reasonable legal costs of the District Council and the County Council respectively incurred in the negotiation, preparation and execution of this Deed the County Council's legal costs being

Payee	Sum paid	Nature of Sum
ADC	£900	Legal fees
WSCC	£1106	Legal fees

8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.3 This Deed shall be registrable as a local land charge by the District Council.

8.4 Where the Deed, approval, consent or expression of satisfaction is required by the Owners from the District Council or County Council under the terms of this Deed such Deed, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such Deed, consent, approval or expression of satisfaction shall be given on behalf of:

(a) the District Council by the Director of Planning or equivalent or successor post ;

(b) the County Council by the Strategic Planning Manager

And any notices shall be deemed to have been properly served if sent by first class post to the principal address or registered office (as appropriate) of the relevant party.

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

8.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

8.7 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.8 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

9. Waiver

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

10. Change in ownership

The Owners agree with the District Council and the County Council to give the District Council and County Council written notice of any change in ownership of any of its interests in the Site (other than in a Dwelling) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

11. Indexation

Any sum referred to in this Deed shall be increased by an amount equivalent to the increase in the Index from the date of the grant of the Planning Permission to the latest Index available (whether provisional or final) on the date on which such sum is payable PROVIDED THAT this clause shall not apply to any repayment by the District Council or the County Council pursuant to clause 13.

12. Interest

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

13. Payment and Calculation of Contributions

13.1 Payment of the contributions referred to in this Deed shall be made on the basis that the contribution shall only be applied by the authority receiving payment towards the purposes specified in this Deed PROVIDED THAT if the whole or any part of such contribution has not been expended for such purposes (or is otherwise not committed to be expended pursuant to a legally binding obligation) at the respective expiration of the period of 7 (seven) years for the District Council from receipt of payment of that contribution and the expiration of the period of 10 (ten) years for the County Council from receipt of payment of the relevant contribution the unexpended balance of the contribution shall be repaid following a request in writing to the District Council or the County Council (as the case may be) to the person who paid the contribution as soon as reasonably practicable.

13.2 All payments of the contributions referred to in this Deed shall be sent to the payee with a duly completed notice in the form set out in Schedule 6 and shall be accompanied by a calculation showing how the contribution has been calculated and in the case of the County Council in accordance with the formulae contained in this Deed.

14. Value Added Tax

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

15. Dispute Provisions

15.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference may be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within twenty working days or such other period as the parties shall agree of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further twenty working days or such other period as the parties shall agree.

15.5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum or damages,

16. Mortgagee's Consent

The Applicant as Mortgagee consented to the Owner entering into the obligation contained in this Agreement and has acknowledged that the Site be bound by the restrictions and obligations contained herein provided that the Applicant shall otherwise have no liability under this Agreement unless it takes possession of the Site in its capacity as Mortgagee or otherwise as successor in title to the Owner.

17. Section 73/96A Applications

In the event that any new planning permission(s) are granted by the District Council pursuant to the Planning Permission pursuant to Section 73 of the Act or any amendment pursuant to Section 96A of the Act is granted the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) or amendment in respect of the Site and the definitions of Application, Planning Permission and Development in this Agreement shall be construed to include reference to any application pursuant to the Planning Permission under Section 73 or 96A of the Act the planning permission granted thereunder and the development permitted by such subsequent planning permission.

18. CIL

The District Council and the County Council are satisfied that the planning obligations set out herein accord with the three statutory tests set out in the Community Infrastructure Levy Regulations and shall be in full and final settlement of any infrastructure levy which may apply to the Site due to and following the grant of the Planning Permission.

19. Jurisdiction

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

20. Delivery

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

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

Schedule 1

Form of notice of planning permission

Town & Country Planning Act 1990 (as amended)
Town & country Planning (Development Management Procedure) (England) Order 2015 - Article 5
Application for Outline Consent
DECISION NOTICE

Application Ref: BE/142/15/OUT

DRAFT

1 **To Addressee**

Barton Willmore LLP
7 Soho Square
London

W1D 3QB

2 **Site Address**

Land West of New Barn Lane
North Bersted
PO21 5DL

3 **Description of Development**

Outline application with some matters reserved for a mix of up to 90 No. residential units, associated open space, landscaping, access & car parking. This application is a Departure from the Development Plan.

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

1 The permission hereby granted is an outline permission under s92 of the Town and Country Planning Act 1990 (as amended) and an application for the approval of the Local Planning Authority to the following matters must be made not later than the expiration of 2 years beginning with the date of this permission:-

(a) Layout;
(b) Scale;
(c) Appearance;
(d) Landscaping.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

2 The development hereby permitted shall be begun either before the expiration of 3 years from the date of this permission, or before expiration of 1 year from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

DRAFT

3 The development hereby approved shall be carried out in accordance with the following approved plans:
01084_S_01_Rev P1 Site Location Plan
01084_S_02_Rev P1 Block Plan
01084_PP_01_Rev P1 Parameter Plan: Land Use and Access
01084_PP_02_Rev P1 Parameter Plan: Building Heights
01084_PP_03_Rev P1 Parameter Plan: Green Infrastructure
P401/101 Rev C Site Access
P401/200 Rev B Site access refuse truck tracking - site access

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

4 No development shall take place within the area indicated until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Planning Authority.

Reason: The site is of archaeological significance in accordance with Arun District Local Plan Policy GEN7.

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

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

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

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

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

6 Development shall not commence until full details of the maintenance and management of the SUDs system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturers recommended design life. Upon completed construction of the SuDs System, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

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

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

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

Reason: To ensure that the duties and responsibilities, as required under the Land Drainage Act 1991, and amended by the Flood and Water Management Act 2010, can be fulfilled without additional impediment following the development completion.

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

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

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

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

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

DRAFT

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

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

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

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

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

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

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

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

Reason: For the avoidance of doubt.

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

DRAFT

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

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

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

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

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

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

17 The landscape details referred to in Condition 1 shall include a landscape management plan, including long-term design objectives, management responsibilities and maintenance schedules for all landscape areas other than privately owned domestic gardens. The landscape management plan shall be implemented in accordance with the approved details.

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

18 No development shall take place until details of laying out, timetable for provision and future maintenance of Public Open Spaces has been submitted to and approved by the local planning authority. The layout details submitted in compliance with Condition 1 shall define the boundaries of such areas, their proposed use, the items of equipment, means of enclosure and all other structures to be installed. The development shall be carried out in accordance with the approved details.

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

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

REASON: To minimise disturbance to nesting birds.

DRAFT

20 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources or equivalent fabric first standards that would secure a 10% reduction in energy use. Details and a timetable of how this is to be achieved, including details of physical works on site, shall be submitted to and approved in writing by the local planning authority [as a part of the reserved matters submissions required by condition 2]. The approved details shall be implemented in accordance with the approved timetable and retained as operational thereafter, unless otherwise agreed in writing by the local planning authority.

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

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

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

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

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

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

23 No development shall commence until the vehicular access serving the development has been constructed in accordance with plans and details submitted to and approved in writing by the Local Planning Authority.
Reason: In the interests of road safety.

24 The use of the new access shall not commence until visibility splays of 2.4 metres by 43 metres have been provided at the proposed site vehicular access onto New Barn Lane in accordance with the approved planning drawings. Once provided the splays shall thereafter be maintained and kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.
Reason: In the interests of road safety.

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

DRAFT

26 No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.
Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies.

27 No part of the development shall be first occupied until the road(s), footways, and casual parking areas serving the development have been constructed, surfaced and drained in accordance with plans and details to be submitted to and approved by the Local Planning Authority.
Reason: To secure satisfactory standards of access for the proposed development.

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

29 INFORMATIVE

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

INFORMATIVE:

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

INFORMATIVE:

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

INFORMATIVE:

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

INFORMATIVE:

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

INFORMATIVE:

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

DRAFT

INFORMATIVE:

The development shall not proceed until formal consent has been approved in writing from the Lead Local Flood Authority (WSCC) or its agent (ADC) for the discharge of any flows to watercourses, or the culverting, diversion, infilling or obstruction of any watercourse on the site.

Any discharge to a watercourse must be at a rate no greater than the pre-development run off values.

Case Officer: David Innes

Date of Decision: **12 February 2016**

Karl Roberts
Director Planning & Economic Regeneration

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

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

APPEALS TO THE SECRETARY OF STATE

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

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

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

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

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

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

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

PURCHASE NOTICES

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

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

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

Schedule 2

Obligations binding on Affordable Housing Units

1. No provision of this Deed shall be enforceable against individual owner occupiers of the Affordable Housing Dwellings or their mortgagee save in any of the circumstances referred to in Paragraph 2:

2. The following Planning Obligations shall be enforceable against an individual owner or occupier of the Affordable Housing Units or their mortgagee:

   (a) Paragraph 1.2 of Part 1 of Schedule 4;

   (b) Paragraphs 7 of Part 1 of Schedule 4;

   (c) Paragraphs 3 and 7 of Part 2 of Schedule 4;

3. For the avoidance of doubt, no individual owner or occupier of the Affordable Housing Dwellings or their mortgagee shall be responsible for any financial obligations payable under this Deed, or for constructing the Affordable Housing Units.

Schedule 3

Open Space

Part 1

Open Space and Structural Landscaping

1. Prior to the Occupation of the Development the Owners shall submit and obtain the approval of the District Council to the Open Space Scheme.

2. The Owners covenant with the District Council not to Occupy or permit the Occupation of the Development unless and until they have first submitted to the District Council for approval and the District Council has approved the Open Space Scheme.

Open Space and Structural Landscaping

3. The Owners covenant with the District Council to complete the laying out, servicing, and planting of the Open Space and Structural Landscaping in accordance with the approved Open Space Scheme as evidenced by the issue of the Certificate

Certification and Management

4. Upon the completion of the construction laying out servicing planting and (where applicable) equipping of the areas of land buildings and facilities referred to in paragraph 1 of this Schedule in accordance with the requirements of this Schedule ("the Works"), the Owners covenant with the District Council to procure that a Certificate addressed to and served on the District Council is issued by a suitably qualified and experienced architect, landscape architect or other professional previously approved by the District Council stating that the relevant area of land, building or facility has been so completed.

5. Following the issue of the Certificate, the following provisions shall apply:

    5.1 Within 28 days from receipt of the Certificate the District Council shall inspect the Works and if satisfied that the Works have been properly completed In accordance with the requirements of this Schedule the District Council shall issue a notice to that effect ("the Provisional Acceptance Notice").

5.2 If the District Council is not satisfied that the Works have been completed In accordance with the requirements of this Schedule then within 14 days after receiving the Certificate the District Council shall notify the Owners of the matters required to be undertaken in order to complete properly the Works and the process described in Paragraphs 5.1 and 5.2 shall be repeated until the District Council issues the Provisional Acceptance Notice.

5.3 The Owners covenant with the District Council to maintain the Works for the period of twelve months from the date of the first Provisional Acceptance Notice and if within that period any defect shall occur to the Works then the Owners shall rectify such defect as soon as possible.

5.4 On the expiry of the period referred to in paragraph 5.3 the Owners shall serve notice on the District Council requesting the District Council to issue a notice that the Works have been properly maintained ("the Final Acceptance Notice").

5.5 Within 14 days after receiving the notice referred to in paragraph 5 .4 the District Council shall consider whether or not the Works have been properly maintained in accordance with Paragraph 5.3 and whether any defects have become apparent and if satisfied that the Works have been properly maintained as aforesaid and that no defects have become apparent which remain un-remedied the District Council shall issue a Final Acceptance Notice to that effect.

5.6 If the District Council is not satisfied that the Works have been maintained properly in accordance with Paragraph 5.3 or that defects which have become apparent have been remedied then within 14 days after receiving the notice referred to in paragraph 5.4 the District Council shall notify the Owners of the matters to be undertaken in order to remedy any lack of maintenance of or defect in the Works and when the same have been undertaken the District Council shall issue a Final Acceptance Note.

6. Notwithstanding the issue of any Certificate, the Owners covenant with the District Council to rectify any defects in the works to which the Certificate relates notified to the Owners by the District Council within 12 months of the date of the Certificate.

7. The Owners covenant with the District Council to manage and maintain and allow public access to the Open Space in accordance with the Open Space Scheme and in accordance with the Management and Maintenance Proposals.

Part 2

Amenity Spaces

1. Prior to the Commencement of Development the Owners shall submit and obtain the approval of the District Council to the Amenity Space Scheme .

2. The Owners covenant with the District Council not to Commence the Development until it has first submitted to the District Council and the District Council has approved the Amenity Space Scheme for that Phase.

3. The Owners covenant with the District Council to complete the laying out servicing and planting of the Amenity Spaces in accordance with the approved Amenity Space Scheme as evidenced by the issue of the certificate referred to at paragraph 4 in accordance with the programme approved as part of the Amenity Space Scheme,

4. Upon the completion of the servicing laying out and planting of each of the Amenity Spaces in accordance with the requirements of this Schedule, the Owners shall procure that a Certificate addressed to and served on the District Council is issued by a suitably qualified and experienced landscape architect or other professional previously approved by the District Council stating that the relevant area has been so completed.

5. The Owners covenant with the District Council to manage and maintain the Amenity Spaces in accordance with the Amenity Space Scheme and the approved Management and Maintenance Proposals.

Part 3

Management and Maintenance

1. Following the completion of:

   1.1 any of the works set out in Part 1 of this Schedule; and

   1.2 the subsequent maintenance by the Owners thereof for a period of not less than one year from the issue of the Certificate;

   the Owners may at any time before the expiry of such maintenance period (or such other further period as is agreed in writing from time to time with the District Council) offer to the District Council a transfer of the Open Space , subject to the terms and conditions of Paragraph 2 below and provided always that the district Council shall have the right to decline such offer of Transfer or nominate a third party to accept such Transfer ;

2. The terms and conditions referred to at Paragraph 1 above are that:

   2.1 the consideration shall be £1;

   2.2 the land shall be transferred according to the Law Society's Standard Conditions of Sale (Fifth Edition) so far as they are applicable to a sale by private deed and are not varied by or inconsistent with the express terms of this Deed and each area shall be transferred subject to:

      (a) all matters registrable or capable of registration as local lard charges (whether before or after the date hereof);

      (b) all entries proposals or requirements affecting or relating to the land to be transferred given or made by a Government Department statutory undertaker or other public body or local authority (whether before or after the date hereof);

      (c) all rights easements, created easements or privileges in the nature of light air drainage way passage and the light use all enjoyed by or over the land to be transferred; and

   2.3 any defects shall be remedied to the satisfaction of the District Council prior to transfer;

2.4 the District Council's reasonable legal and other costs in connection with such deed and transfer shall be met by the Owners.

2.5 The Owners shall pay to the District Council such commuted sum as may be agreed as a fair and reasonable sum for the future maintenance of the Open Space by the District Council based upon the annual maintenance costs of such Open Space multiplied by 16 .

3. Each transfer of any area of land set out in Part 1 of this Schedule shall:

3.1 be in such form as the District Council may reasonably require;

3.2 be made with full title guarantee;

3.3 transfer to the transferee the fee simple estate in the land thereby transferred with vacant possession unencumbered save as disclosed prior to the date of and in accordance with this Deed; and

3.4 be subject to a covenant restricting the use of the land or facilities transferred for use by the public as amenity land in accordance with the terms of this Deed and for no other purposes and prohibiting the construction of any buildings or structures other than as approved as part of the Development.

Part 4

Information to Purchasers

The Owners covenant with the District Council to provide full information with any promotional information to any purchaser or prospective purchaser of any Dwelling about the establishment of any Estate Management Company, arrangements for its funding and the liability of individual purchasers to contribute towards the costs of managing or maintaining any land or facility referred to in this Deed.

Schedule 4

Part 1

Affordable Housing

1. RESTRICTION

   1.1 The identification reservation and delivery of affordable housing as part of the Development shall be strictly in accordance with the following restrictions covenants and obligations and the delivery mechanisms described in this Schedule.

   1.2 No Affordable Housing Unit constructed on the Site as part of the Development shall be Occupied other than in accordance with the provisions of this Agreement.

2. AFFORDABLE HOUSING SCHEME

   2.1 The Owners covenant with the District Council to submit the Affordable Housing Scheme to the District Council for approval and obtain the District Council's written approval of the Affordable Housing Scheme for prior to the Commencement of Development.

   2.2 The Owners covenant with the District Council not to Commence the Development unless and until it has first submitted and obtained the approval of the District Council to the Affordable Housing Scheme .

   2.3 In carrying out the Development, the Owners covenant with the District Council to ensure that the Affordable Housing Units shall be provided and constructed in accordance with the Affordable Housing Scheme .

3. NUMBER AND TYPE OF AFFORDABLE HOUSING

   3.1 Subject to the provisions of this Deed, 30% (thirty per cent) of all Dwellings provided within the Development shall be built provided and Occupied in accordance with the term of this Deed as Affordable Housing Units and for no other purposes.

   3.2 The Affordable Housing Units shall be provided in accordance with the Affordable Housing Tenure Mix unless otherwise agreed with the District Council.

4. AFFORDABLE HOUSING PROVISION

4.1 The Owners shall use their reasonable endeavours to enter into a contract for the disposal of the Affordable Housing Units to an AHP prior to the Occupation of more than 75% (seventy five per cent) of the Open Market Units .

4.2 The Owners shall notify the District Council in writing of the identity of at least three AHPs to whom the Owners will market the Affordable Housing Units.

4.3 Within 28 days of the District Council receiving the notification pursuant to paragraph 4.2 above the District Council may notify the Owners of the identity of any additional AHPs to whom the Owners shall market the Affordable Housing Units ("the Notification").

4.4 The Owners shall within 28 days of the Notification enter into negotiations with the AHPs identified pursuant to paragraphs 4.2 and 4.3 for the transfer of the Affordable Housing Units on the basis that no grant or public subsidy is available.

4.5 The Owners covenant with the District Council to provide to the District Council within ten days of completion written confirmation of completion of the sale and purchase agreement to an AHP of any of the Affordable Housing Units.

5. RESTRICTION UPON DEVELOPMENT

5.1 The Owners covenant with the District Council not Occupy or permit the Occupation of more than 60% (sixty per cent) of the Open Market Units of the Development until:

(a) the Owners have complied with the requirements of paragraph 4; and

(b) the Owners have entered into a contract with an AHP for the sale and purchase of all of the Affordable Housing Units;

5.2 Prior to the Occupation of 60% (sixty per cent) of the Open Market Units in a Phase (or such different percentage as may be agreed with the District Council having regard inter alia to the location of the Affordable

Housing Units) the Owners shall construct so as to be available for Occupation the Affordable Housing Units and shall give written notice to the District Council.

5.3 The Owners covenant with the District Council not Occupy or permit the Occupation of more than 60% (sixty per cent) of the Open Market Units(or such different percentage as may be agreed with the District Council having regard inter alia to the location of the Affordable Housing Units) unless they have:

(a) constructed and made available for Occupation all of the Affordable Housing Units and written notification of such has been received by the District Council; and

(b) transferred all of the Affordable Housing Units to an AHP.

5.4 The Owners covenant with the District Council to provide to the District Council within ten days of completion of any transfer to an AHP of any of the Affordable Housing Units written evidence of that transfer.

6. FORM OF TRANSFER AND NOMINATION AGREEMENT

6.1 The Owners covenant with the District Council that any transfer to an AHP or to the District Council shall contain the following provisions:

(a) the grant by the Owners of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Units constructed on the Site;

(b) a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site; and

(c) the imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Open Market Unit.

6.2 The Owners covenant with the District Council that upon the transfer of any Affordable Housing Unit to an AHP it will procure the execution by the AHP of a nomination agreement with the District Council substantially in the relevant form set out in Part 2 of this Schedule or in such other form as may be agreed between the District Council and the Owners providing the right for the District Council to nominate 100% (one hundred percent) of first occupiers and a minimum of 75% (seventy five percent) of subsequent occupiers for any Affordable Housing Units.

7. RESTRICTIONS ON OCCUPATION

7.1 The Owners covenant with the District Council to the intent that following completion of a transfer of the Affordable Rent Dwellings to an AHP the obligations in this clause shall (subject to paragraph 7.3) be binding on the AHP to whom the Affordable Rent Dwellings are transferred as a successor in title to the Owners and all future successors in title:

(a) not to let the Affordable Rent Dwellings other than at an Affordable Rent to applicants who apply to the AHP for affordable housing orwho are on either the District Council's or the AHP's housing waiting list or at the District Council's nomination a person on a neighbouring authority's housing waiting list and, where so required, have been nominated in accordance with a nomination agreement entered into pursuant to paragraph 6.2 of this Deed; and

(b) not to use the Affordable Rent Dwellings for the purposes of a hostel or similar accommodation by a group of persons and only to allow the Affordable Rent Dwellings to be occupied by tenants as a "single use family unit".

7.2 The Owners covenant with the District Council to the intent that following completion of a transfer of an Intermediate Housing Unit to an AHP the obligations in this clause shall (subject to paragraph 7.3) be binding on the AHP to whom the Intermediate Housing Units are transferred as a successor in title to the Owners and all future successors in title:

(a) not to dispose of an Intermediate Housing Unit other than as Intermediate Housing Units which shall not be disposed of to anyone other than:

(i) applicants waiting for social rented housing or a person currently occupying social rented housing;

(ii) people employed in a front line role delivering an essential public service in health, education or community safety in areas where there are serious recruitment/retention problems; or

(iii) first time buyers or other households who cannot afford to buy their own home and who have been identified as eligible for assistance within the eligibility restrictions of the HomeBuy Scheme or equivalent managed by the Homes and Communities Agency; and

(b) not to use the Intermediate Housing Units for the purposes of a hostel or similar accommodation by a group of persons and only to allow the Intermediate Housing Units to be used by occupants as a "single use family unit".

7.3 The Parties hereby agree that the provisions of paragraph 7.1 and 7.2 shall not apply to:

(a) a mortgagee of the AHP that is the freehold owner of the Affordable Housing Units or any part thereof or a receiver or administrative receiver of the AHP to the intent that such mortgagee in possession receiver or administrator shall be entitled to dispose of the Affordable Housing Units or part thereof free of the obligations contained in paragraphs 7.1 and 7.2; or

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

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

7.4 The Owners covenant with the District Council:

(a) in the event of a default under any security by the AHP relating to any Affordable Housing Unit to take all reasonable and prudent steps to co-operate reasonably and fully with the District Council and the Homes and Communities Agency to arrange a transfer of the Affordable Housing Units with sitting tenants to another AHP or at the District Council's option to the District Council and in particular to inform the District Council immediately in the event of the AHP receiving notification from such chargee or mortgagee of any breach or alleged breach by the AHP of any of its obligations under its security; and

(b) to notify the District Council immediately in the event of service of any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV relating to the Affordable Housing Units.

7.5 The Owners and the District Council hereby agree that:

(a) in the event of a default under any security referred to in paragraph 7.4(a) or in other circumstances warranting the intervention of the Homes and Communities Agency (whether or not under the Housing Act 1996 Part 1 Chapter IV of Schedule 1 Part IV) the transfer of the freehold of the Affordable Housing Units or any part of it to another AHP shall not be prevented;

(b) subject to and without prejudice to the powers and requirements of the Homes and Community Agency under the Housing Act 1996 that in the event of a default under any security referred to in clause 7.4(a) the disposal of any reasonable interest in the Affordable Housing Units by the chargee or mortgagee in the exercise of its power of sale shall not be prevented provided that the chargee or mortgagee shall have first allowed the procedure set out in paragraph 7.5(c);

(c) that the procedure referred to in paragraph 7.5(b) shall be as follows:

(i) the chargee or mortgagee shall give not less than one (1) month's prior notice to the District Council of its intention to exercise its power of sale to enable the District Council to secure the transfer of the Affordable Housing to another AHP or to the District Council on terms which enable all monies due to the chargee or mortgagee to be paid;

(ii) the District Council shall then have one (1) month from the notice given to respond indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard the affordable housing character of the Affordable Housing Units and ensuring that all monies due to the chargee or mortgagee are paid;

(iii) if within the one (1) month the District Council does not serve its response then the chargee or mortgagee shall be entitled to exercise its power of sale free of restrictions;

(iv) if within one (1) month of the date of receipt by it of the notice the District Council serves its response indicating that arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units and to ensure that all monies due to the chargee or mortgagee are paid then the chargee or mortgagee shall co-operate with such arrangements and use all reasonable endeavours to secure such transfer;

(v) the District Council shall in formulating or promoting any arrangements give full consideration to protecting the interest of the chargee or mortgagee in respect of monies outstanding under the charge or mortgage and other duty of the chargee or mortgagee to secure a proper price in exercising its power of sale;

(vi) If the District Council or any other person has not within three(3) months of the date of service of the notice by the chargee or mortgagee pursuant to clause 7.5 (c) (i) hereof completed arrangements to safeguard the affordable housing character of the Affordable Housing Units and secured that all monies due to the chargee or mortgagee have beenpaid by the securing of such transfer then provided that the chargee or mortgagee shall have complied with its obligations under this clause the chargee and mortgagee shall be entitled to exercise its power of sale free of restrictions; and

(vii) if the chargee or mortgagee does not wish to exercise its power of sale at any time after the giving of notice that it wishes to do so or the District Council does not wish to continue with the exercise of its powers after the giving of its response indicating arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units that party shall give to the other not less than seven (7) days' written notice of its intention to discontinue.

Part 2

Form of Nomination Deeds

Arun District Council - Model Nominations Agreements for S106 Agreements

Nominations Agreement between Arun District Council and (Registered Partner) (RP) for rented properties at

The Council will have the right to nominate prospective tenants to 100% of the initial lettings and 75% of any vacancies occurring in the above properties. This will include the right to nominate to all vacancies arising from Arun District Council facilitating a move for the vacating tenant either by re-housing in Council accommodation or by nominating to another (RP).

Nominations will normally be derived from property advertisements placed on the Sussex Homemove (Choice Based Lettings) system. Homemove is the lettings scheme for council and (RP) homes in Arun giving applicants more choice about where they want to live. The scheme covers all the available council and (RP) homes in Arun, including sheltered housing.

The procedure to be followed is set out below.

1) (RP) will be responsible for passing on information about a vacancy or impending vacancy to Arun District Council. This will include details of the

rent, service charge, property size, any property adaptations and any other Information relevant to the letting of the property.

2) (RP) will advise Arun District Council of the date by which the nomination is required. This will not be less than 5 working days from the date of the notification.

3) If a nominee is deemed unsuitable by the (RP) or the property is refused, reasons should be given to the Council immediately. The above procedure will then be followed on up to two more occasions to enable Arun District Council to put forward other nominees from its Housing Register.

4) Should it then still not be possible to let a property to a Council nominee, the (RP) will have the opportunity to let the property to a suitable applicant of its own choice.

5) (RP) will notify Arun District Council by telephone of any letting made prior to the tenancy start date and details should be confirmed in writing / e-mail.

6) (RP) will advise Arun District Council of all voids occurring in its properties within the Arun District whether or not the Council has a nomination right. This information will be used for monitoring purposes only.

Signed for ……………………………………………(Registered Partner)

Name (Print)………………………………………………………………

Title……………………………………Date…………………………………

Signed …………………………………for Arun District Council

Name (Print)………………………………………………………………

Title……………………………………Date…………………………………

Part 3

Affinity Sutton
(Sunita Aujila)
Cams Hall
Cams Hill
Fareham
Hampshire
PO16 8AB
[redacted]

Guinness Hermitage
(Damian Haley)
Hermitage House
7 St Georges Walk
Waterlooville
Hants
[redacted]

Hyde Martlet
(John Martin)
Martlett House
Southern Gate
Chichester
West Sussex
PO19 8SG
[redacted]

Hastoe Group
(Jane Gallifent)
Marina House
17 Marina Parade
Hampton House
Hampton Wick
Kingston upon Thames

KT1 4BH
[redacted]

Worthing Homes
1 Chapel Road   (Chris Pelling-Fulford)
Worthing
West Sussex
[redacted]

Raglan Housing Association
(Jackie Burton)
2nd Floor Westover House
West Quay
Poole
[redacted]

Southern Housing Group
(Liz Hills)
Spire Court
Albion way
Horsham
West Sussex
[redacted]

Schedule 5
Part 1

Education Contribution

1. The Owners covenant with the County Council to pay the Primary Education Contribution to the County Council in accordance with the provisions of this Schedule.

2. The Owners covenant with the County Council to pay the Education Contribution to the County Council calculated in accordance with the following formula:

(DfE figure (Primary) x ACP = Primary Education Contribution) + (DfE figure (Secondary) x ACP = Secondary Education Contribution) + DfE figure (Further Secondary) x ACP = Further Secondary Education Contribution) = Education Contribution where:

Note: x = multiplied by.

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings applicable for the relevant District in which the Site is situated (at present 100% for Social Rented Houses), as approved by a subsequent reserved matters planning application. The following criteria are used to generate a child product:

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

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

For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex.

DfE Figure = Department for Education (DfE) Primary/Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the year 2014/2015 are – Primary £13,980, Secondary £21,064, Further Secondary £22,845 updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-in Tender Price Index

Below is a worked example of how the Education Contribution would be calculated in practice

		Private Houses		Social Rented Houses			Other Affordable dwellings		
Dwelling Size	Occupancy Rates	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons
1 bed	1.5	0	0	1 bed	0	0	1 bed	0	0
2 bed	1.9	12	22.8	2 bed	6	11.4	2 bed	2	3.8
3 bed	2.5	36	90	3 bed	5	12.5	3 bed	2	5
4 bed	3.0	15	45	4 bed	0	0	4 bed	0	0
Totals		63	157.8	Totals	11	23.9	Totals	4	8.8
			157.8	100% discount applied -->		0			8.8

		Private Flats		Social Rented Flats					
Dwelling Size	Occupancy Rates	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons
1 bed	1.3	0	0	1 bed	0	0	1 bed	0	0
2 bed	1.9	0	0	2 bed	8	15.2	2 bed	4	7.6
3 bed	2.4	0	0	3 bed	0	0	3 bed	0	0
4 bed	2.8	0	0	4 bed	0	0	4 bed	0	0
Totals		0	0	Totals	8	15.2	Totals	4	7.6
			0	100% discount applied -->		0			7.6

Dwellings Proposed	90
Dwellings Demolished	0
NET Dwellings Proposed	90
Net Population Increase	213.3
Adjusted Population	174.20
*Child Product	71.0000

ACP = (158 + 8.8) x 14/1000

+ (0 + 7.6) x 5/1000

ACP is 2.3704

Primary Contribution = DfE x ACP
DfE = £13,980
Primary ACP is 2.3704 x 7

Total Primary Contribution is £231,967

Secondary Contribution = DfE x ACP
DfE = £21,064
Secondary ACP is 2.3704 x 5

Total Secondary Contribution is £249,651

Further Secondary Contribution = DfE x (ACP x 0.54)
DfE = £22,845
Further Secondary ACP is 2.3704 x 0.54 x 2

Total Further Secondary Contribution is £58,483

3. The Owners covenant with the County Council to pay the Education Contribution calculated for all Dwellings on or before the Occupation of the first Dwellings

4. The Owners covenant with the County Council not to Occupy or permit the Occupation of the second Dwelling unless and until the Owners have first paid the Education Contribution to the County Council.

5. The County Council covenants with the Owners only to apply the Education Contribution as specified in this Deed

Part 2

Library Contribution

6. The Owners covenant with the County Council to pay the Library Contribution to the County Council in accordance with the provisions of this Schedule.

7. The Owners covenant with the County Council to pay the Library Contribution to the County Council calculated in accordance with the following formula:

L x AP = Library Contribution where:

Note: x = multiplied by.

AP (Additional Persons) = The estimated number of additional persons likely to be generated by the Development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings, as approved by a subsequent reserved matters planning application. The following figures are given as a guideline:

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

L = Extra library space in sqm per 1000 population x the library cost multiplier (which for the year 2014/2015 are 30sqm and £4,025 per sqm respectively)

8. The Owners covenant with the County Council to pay the Library Contribution calculated for all Dwellings on or before the Occupation of the first Dwelling

9. The Owners covenant with the County Council not to Occupy or permit the Occupation of the second Dwelling unless and until the Owners have first paid the Library Contribution to the County Council.

10. The County Council covenants with the Owners only to apply the Library Contribution as specified in this Deed.

Part 3

Fire Service Contribution

11. The Owners covenant with the County Council to pay the Fire Service Contribution to the County Council in accordance with the provisions of this Schedule.

12. The Owners covenant with the County Council to pay the Fire Service Contribution to the County Council calculated in accordance with the following formula:

Y x Z = Fire and Rescue Service Contribution where:

Note: / = divided by; x = multiplied by.

Y = The estimated adjusted increase in population generated by the Development. The following figures are given as a guideline:

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

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Northern Service Division of West Sussex at the time of payment (which, for information, for 2012/2013 was £50.

13. The Owners covenant with the County Council to pay the Fire Service Contribution calculated for all Dwellings on or before the Occupation of the first Dwelling

14. The Owners covenant with the County Council not to Occupy or permit the Occupation of the second Dwelling unless and until the Owners have first paid the Fire Service Contribution to the County Council.

15. The County Council covenants with the Owners only to apply the Fire Service Contribution as specified in this Deed.

Part 4

Traffic Regulation Order Contribution

16. The Owners covenant with the County Council to pay the Traffic Regulation Order Contribution on or before the Occupation of the first Dwelling

17. The Owners covenant with the County Council not to Occupy or permit the Occupation of the second Dwelling unless and until the Owners have first paid the Traffic Regulation Order Contribution to the County Council.

18. The County Council covenants with the Owners only to apply the Traffic Regulation Order Contribution as specified in this Deed.

Part 5

Health Contribution

19. The Owners covenant with the Council to pay the Health Contribution as follows:

    (a) 50% on or before the Occupation of the thirty-fifth Dwelling;

    (b) 50% on or before the Occupation of the seventieth Dwelling.

20. The Owners covenant with the Council not to permit the Occupation of more than thirty five Dwellings unless and until the Owners have first paid 50% of the Health Contribution to the Council.

21 The Owners covenant with the Council not to permit the Occupation of more than seventy Dwellings unless and until the Owners have first paid the whole of the Health Contribution to the Council.

22 The Council covenants with the Owners only to apply the Health Contribution as specified in this Deed.

Schedule 6

Form of Payment Notice

Payment of Monies due under a Section 106 Planning Obligation

Failure to use this form may mean problems with acknowledgement of payment and may prejudice your ability to prove compliance with the Planning Obligation.

If District Council is payee:

Head of Planning Services
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 Littlehampton

If County Council is payee

Strategic Planning Manager
West Sussex County Council
County Hall
West Street
Chichester
West Sussex
P019 1RG
DX 157410 Chichester 8

Please answer all the questions.

1 Payment to be made by/on behalf of..

2 Land at..

3 Deed dated..

4 Planning application reference number [*where applicable*]

5 Obligation in Deed

[a] Clause No.

[b] Contribution towards

[c] Amount of contribution

[d] Date upon which contribution is due

[e] Amount of contribution enclosed

[f] Amount of monitoring sum

6 Calculation

Please set out the sum stated in the Deed together with details of Indexation. Where the Contribution is payable by reference to the number or type of Dwellings, a fully worked up calculation should be provided.

Schedule 7

Fire Service

The Owners covenant with the District Council and the County Council that prior to Commencement of Development a proposal for the location and installation of fire hydrants (no more than 3) will be submitted to the County Council for approval (such approval not to be unreasonably withheld or delayed) In accordance with the West Sussex Fire Brigade Guidance Notes 2015 attached at the Appendix hereto and prior to the Occupation of such part of the Development intended to be served by such fire hydrant that the Owners will at its own expense install the relevant fire hydrant in the approved location and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

Schedule 9

PROW Improvements

1. The Owner covenants with the County Council to pay the PROW Improvements Contribution to the County Council on or before the Occupation of any Dwelling.

2. The Owner covenants with the County Council not to Occupy or permit the Occupation of any Dwellings until it has first paid the PROW Improvements Contribution to the County Council.

3. The County Council covenant with the Owner to apply the PROW Improvements Contribution towards the improvement of the public right of way running along the southern boundary of the Site and towards the improvement of the wider PROW system within the vicinity of the Site

Schedule 10

Commencement Notice

Pursuant to Clause 5.3 in Planning Obligation Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 201_

Signed ______________________________

On Behalf Of: ______________________________

To:	[1] Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] County Planning Services , West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ DX157410 Chichester 8
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

Appendix 1

WSCC Fire and Rescue Guidance Notes 2015

Fire and Rescue Service

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

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

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

1.0 Water Undertakers

The water undertakers in the County are as follows:

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

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

- Hydrants are to be fitted to water mains at least 100mm in diameter in residential areas and 150mm diameter in commercial/industrial areas.
- In residential areas fire hydrants should be positioned no more than 150 metres from a standard ~~two floor~~ residence.
- Where multi-floor or multiple occupancy dwelling properties are constructed it may be necessary to install sprinkler systems or dry risers to ensure every part of every dwelling is no more than 45 metres from a fire fighting appliance.
- Where dry risers are installed, access to the inlet should be no more than 18 metres visible sight from a fire appliance and the distance to a hydrant should be no more than 90 metres.
- In industrial areas fire hydrants should be positioned no more than 90 metres from a building. Fire hydrants covering large public buildings and areas such as hospitals, hotels, schools, and town centre developments should comply with the relevant codes of practice.

- In planning the provision of fire hydrants in rural areas, particular attention should be paid to specific risks and therefore no definitive distances can be provided.

- Where development is considered to be a 'major risk', it will be considered individually to ensure that the overall provision for fire fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

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

3. Water Pressure

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

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

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

THE COMMON SEAL OF **ARUN DISTRICT COUNCIL**)
was hereunto affixed in the presence of:)

[redacted]

Authorised Signatory:

Seal Book No: 41/2016

THE COMMON SEAL OF **WEST SUSSEX COUNTY**)
COUNCIL was affixed in the presence of:)

[redacted]

Authorised Signatory:

[illegible]

Executed as a deed by **OLBY DEVELOPMENTS**)
LIMITED acting by:)

Director [redacted]

~~Director~~/Secretary [redacted]

EXECUTED as a DEED by **LANDFORM BOGNOR REGIS LIMITED** acting by:) [redacted]

in the presence of:

Signature of Witness: [redacted]

Name of Witness: Freya Millward

Address of Witness: 191a Ferndale rd
London
SW9 8BA

Occupation of Witness: Receptionist