



Mortgage Services
PO Box 8575
Leicester
LE18 9AW



Mr Matthew Brian Seymour & Miss Sarah-Louise Francis
1 Sunningdale Gardens
Bognor Regis
West Sussex
PO22 9LE

Date: 9 July 2021

Dear Mr Matthew Brian Seymour & Miss Sarah-Louise Francis,



Customer Name(s):	Mr Matthew Brian Seymour, Miss Sarah-Louise Francis
Property Address:	1 Sunningdale Gardens Bognor Regis West Sussex PO22 9LE

Thank you for your recent enquiry.

We return the Section 106 Agreement duly executed on behalf of the Bank.

If you have any further queries please contact us on the number above.

Yours sincerely,

Your Barclays Mortgage Team

*Call charges may apply, please check with your service provider. To maintain a quality service, we may monitor or record phone calls.

Barclays Bank UK PLC. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 759676).

Barclays Bank UK PLC is Registered in England. Registered number: 9740322. Registered Office: 1 Churchill Place, London E14 5HP.
barclays.co.uk/mortgages

BARCLAYS BANK UK PLC
POWER OF ATTORNEY

Karen Connell, Director
Rebecca Naylor, Mortgage Underwriter
Jacqueline Melita Cardiss, Customer Agent
Zishaan Siddique, Customer Agent
Sharon McCormick, Operations Manager
Rhona Fox, Customer Agent
Claire Rhodes, Customer Agent
Hayley Swinson, Closing Loan specialist
Mark Crapper, Closing Loan specialist
Sheona Wilkinson, Closing Loan specialist
Claire Lucas, Team Leader
Anne Jones, Team Leader
Kevin Green, Customer Agent
Christina Newberry, Customer Agent

As employed by Barclays Execution Services Limited, 3rd Floor, 4 Piccadilly Place, Manchester M1 3BN, jointly and severally as our true and lawful attorneys (the "Attorney" / each an "Attorney" together the "Attorneys") for and in our name and on our behalf:

1. to take all action to sign, deliver, execute and perfect, deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale transfers of mortgages, reconveyances and reassignments of real or personal property, mortgages, charged or assigned by way of security to the Company; and/or
2. to take all actions and to execute any additional document as the Attorney may think fit to give effect to the arrangements referred to in the documents described in paragraph 1 above; and/or
3. to make any minor subsequent amendment, as the Attorney may think fit in the Attorney's absolute discretion, to any additional document as the Attorney may think fit in order to give effect to the arrangements referred to in to in paragraph 1 or 2 above; and/or
4. to consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (whether as a deed or not) and take any steps or do anything which the Attorney considers necessary or desirable in connection with paragraph 1 above.

Any actions authorised by this Deed may be taken by any of the Attorney(s) and if so taken shall be as valid as though done by all Attorneys.

By this Deed we ratify and confirm, any act of the Attorneys undertaken in good faith pursuant to this Deed.

This Deed shall remain in force for 12 (twelve) consecutive calendar months from the date of this Deed.

This Power of Attorney and any non-contractual dispute or claim arising out of or in connection with it, shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company exclusively submits by executing this Deed and the Attorney exclusively submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of

Barclays Bank UK PLC

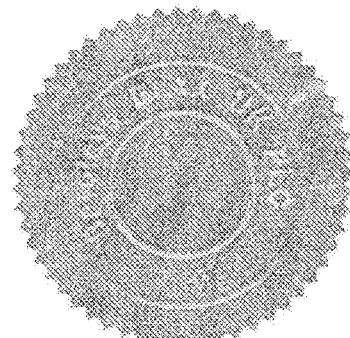
was affixed in the Execution of this Deed

in the presence of:



Assistant Secretary

Authorised Signatory, Barclays PLC



BARCLAYS BANK UK PLC

POWER OF ATTORNEY

By this POWER OF ATTORNEY made by Deed on 12th January 2021 (the "Deed"), we, Barclays Bank UK PLC, a company incorporated in United Kingdom and registered in England (registered number 09740327), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

Julia Bodkin, Senior Agent
Steven Castle, Senior Agent
Sabina Dar, Senior Agent
Jatith Lallinwaite, Senior Agent
Steven Kenward, Senior Agent
Daniel Ward, Senior Agent
Elizabeth Constant, Senior Agent
Glover Jones, Senior Agent
Denna Samantha Adamson, Senior Customer Agent
Ellie France, Customer Agent
Emma Wadlow, Customer Agent
Bailey Thompson, Customer Agent
Bory Thomas, Senior Agent
George Hollins, Senior Agent
Olyvia Graham, Team Leader
Charlotte Ann Harrick, Customer Agent
Nicholas John Sailer, Team Leader
Andrew Gregory, Team Leader
Angela Joyce Nathaniel, Customer Agent
Clare Lucas, Operations Manager
Anna Jones, Team Leader
Stewart Anthony Redfern, Customer Agent
Benedict Erwin, Director
Angel Hendricks, Senior Operations Manager
David Carnes, Senior Operations Manager
Jennifer Malswa, Customer Agent
Rachel Bishop, Team Leader
Robert Parkinson, Team Leader
Sean Hussey, Operations Manager
Tayor David Richardson, Collections Senior Agent
Megan Philip, Senior Operations Manager
Michael Walsh, Director
Tanya Crompton, Senior Operations Manager
Clair Deane, Operations Manager
Jaente Harrex, Operations Manager
Kirsty Lenth, Team Leader
David Liddle, Team Leader
David Mitchell, Team Leader
Raz Cornell, Team Leader
Khulsoom Bibi, Team Leader
Steven Brown, Team Leader
Fathyn Wood, Team Leader
Niall Reilly, Team Leader
Anthony Mackin, Team Leader
Robert David Kirkpatrick, Customer Agent
Michelle Louise Fairclough, Customer Agent
Alexander James Byroon, Customer Agent
Wendy Helen Parker, Customer Agent

DATED

18th April 2021

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990**

**RELATING TO LAND AT: 1 SUNNINGDALE GARDENS, BOGNOR REGIS,
PO22 9LE**

Parties:

**[OWNER: MR MATTHEW BRIAN GRAHAM SEYMOUR AND SARAH-LOUISE FRANCIS
OF 1 SUNNINGDALE GARDENS, BOGNOR REGIS, PO22 9LE]**

and

[MORTGAGEE: BARCLAYS BANK UK PLC, 1 CHURCHILL PLACE, LONDON, E14 5HP]

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THIS DEED is dated 18th April 2021

- (1) [MATTHEW BRIAN GRAHAM SEYMOUR AND SARAH-LOUISE FRANCIS] of [1 SUNNINGDALE GARDENS, BOGNOR REGIS, PO22 9LE] **Owner**
- (2) [BARCLAYS BANK UK PLC] incorporated and registered in England and Wales with company number [09740322] whose registered office is at [1 Churchill Place, London, E14 5HP] **Mortgagee**

IN FAVOUR OF Arun District Council of The Civic Centre Maltravers Road Littlehampton BN17 5LF **Council**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property [subject to a mortgage in favour of the Mortgagee].
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) [The Mortgagee is the registered proprietor of the charge dated [19.07.2019] referred to in entry number [3] of the charges register of Title number [WSX73390] and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking.]
- (E) In consideration of Pagham Harbour policy ENV DM2 of the emerging Local Plan 2011-2031, and Cabinet's approval of the tariff based system on 20 July 2015, the Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Access Management Contribution: the sum of £[871.00] towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

Base Rate: the higher of [5%] and the base rate from time to time of Barclays Bank plc.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 [but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.]

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: [4%] per annum above the Base Rate.

Development: the development of the Property by [Side and rear extension and divide into 2 No. 2 bed properties] as described in the Planning Application.

Pagham Harbour: A Special Protection Area, also known as a Natura 2000 site, based in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds.

Plan: the plan attached to this deed.

Planning Application: an application for planning permission registered by the Council under reference number [BE/46/21/PL].

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Property: the freehold land at [1 Sunningdale Gardens, Bognor Regis, PO22 9LE] shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) [WSX73390].

TCPA 1990: Town and Country Planning Act 1990

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England OR Wales].

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

2.3 This deed shall come into effect on the date of grant of the Planning Permission.

2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council to pay the Access Management Contribution to the Council on or before the Commencement Date.

4. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7. INTEREST ON LATE PAYMENT

If the Access Management Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Access Management Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

8. COUNCIL'S COSTS

The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

9. OWNERSHIP

9.1 The Owner warrants that no person other than the Owner (and the Mortgagee) has any legal or equitable interest in the Property.

9.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

10. NOTICES

10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

10.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:

- (a) to The Planning Department of Arun District Council, quoting the Planning Application number at the following address: The Civic Centre Maltravers Road Littlehampton BN17 5LF;
- (b) for the attention of the Owner [Matthew Seymour] at: [1 Sunningdale Gardens, Bognor Regis, PO22 9LE];
- (c) [to the Mortgagee at: Barclays UK Mortgage Services, PO Box 8575, Leicester, LE18 9AW].

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have

been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

- (b) if sent by pre-paid first class post or other next working day delivery service at [9.00 am] on the second Working Day after posting.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. [MORTGAGEE'S CONSENT

13.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.

13.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.]

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

1.
Signed as a Deed by [MATTHEW
BRIAN GRAHAM SEYMOUR

AND

SARAH-LOUISE FRANCIS]

In the presence of:-
[MARK ENTICOTT]
[5 UPPARK WAY, BOGNOR
REGIS, PO22 6QQ]
[PROPERTY MANAGER]

2.
Executed as a deed by [COMPANY
NAME] acting by
[NAME OF FIRST DIRECTOR], a
director and

.....
[SIGNATURE OF FIRST
DIRECTOR]
Director

[NAME OF SECOND DIRECTOR
OR SECRETARY], [a director OR
its secretary]

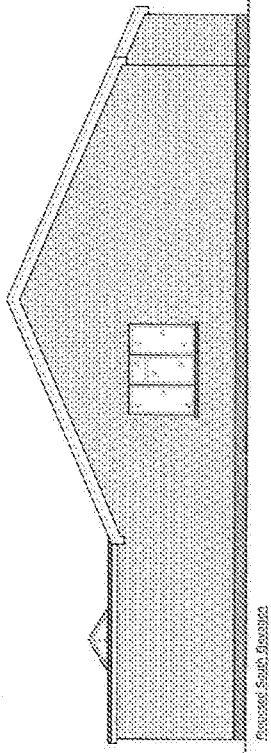
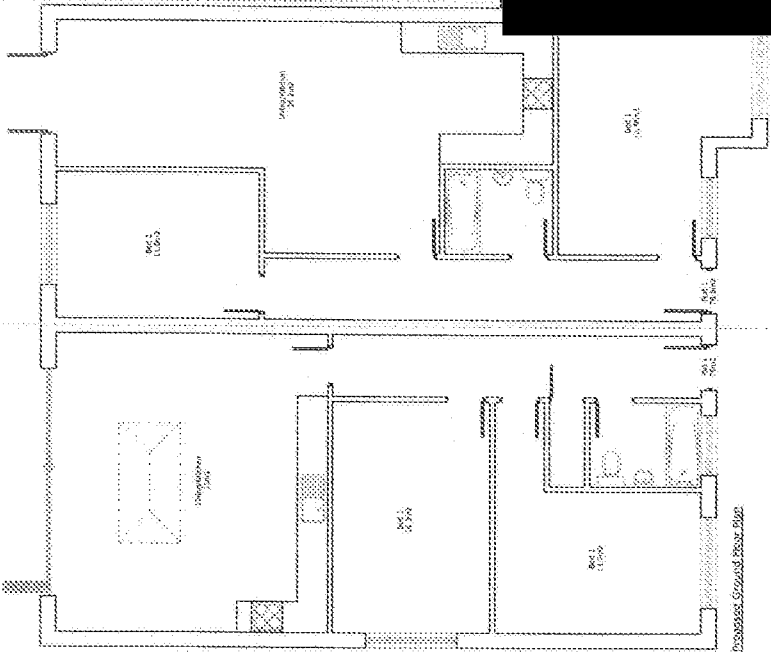
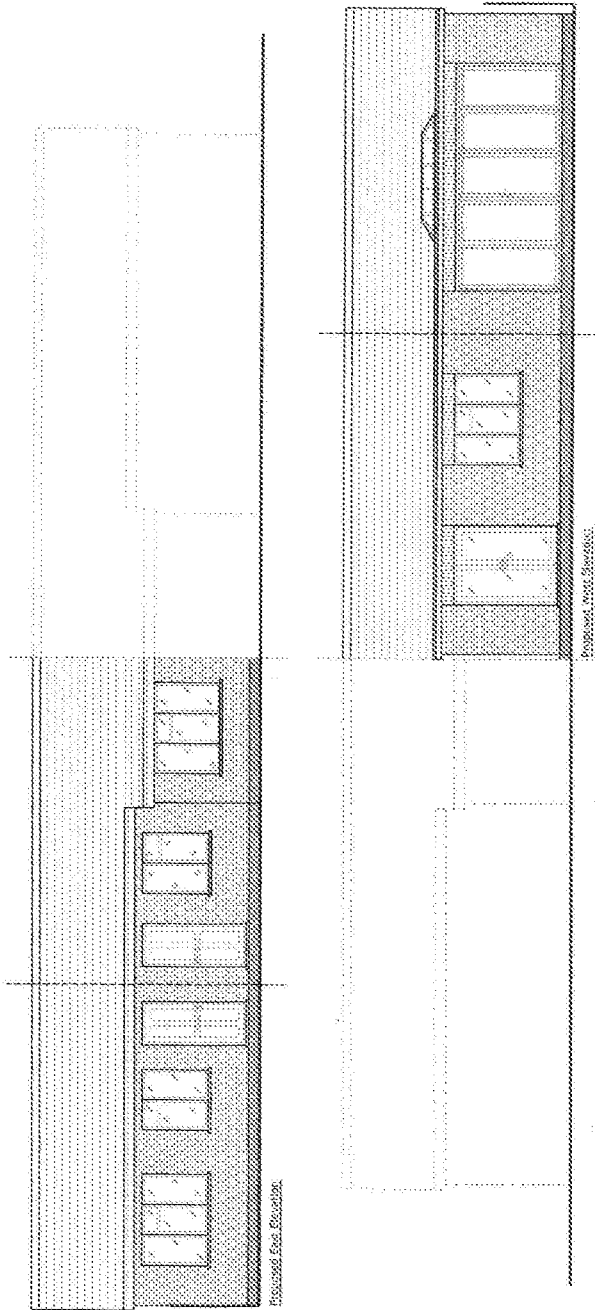
.....
[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]
[Director OR Secretary]

3.

Executed as a deed by
[BARCLAYS BANK UK PLC] by
affixing the Corporate Seal in the
presence of:

1. The proposed development is a 2-storey building with a total floor area of 1,200 sq. m. The building is proposed to be used as a residential development. The proposed development is located on a plot of land of 0.25 hectares. The proposed development is located on a plot of land of 0.25 hectares. The proposed development is located on a plot of land of 0.25 hectares.

1. Name of the applicant	2. Name of the project
3. Address of the project	4. Date of submission
5. Name of the architect	6. Name of the engineer
7. Name of the planner	8. Name of the surveyor
9. Name of the valuer	10. Name of the agent
11. Name of the lawyer	12. Name of the broker
13. Name of the accountant	14. Name of the auditor
15. Name of the consultant	16. Name of the specialist
17. Name of the contractor	18. Name of the subcontractor
19. Name of the supplier	20. Name of the distributor
21. Name of the manufacturer	22. Name of the importer
23. Name of the exporter	24. Name of the transporter
25. Name of the handler	26. Name of the packer
27. Name of the assembler	28. Name of the disassembler
29. Name of the installer	30. Name of the uninstaller
31. Name of the maintainer	32. Name of the repairer
33. Name of the restorer	34. Name of the renovator
35. Name of the redecorator	36. Name of the refinisher
37. Name of the refitter	38. Name of the refinisher
39. Name of the refitter	40. Name of the refinisher
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89. Name of the refitter	90. Name of the refinisher
91. Name of the refitter	92. Name of the refinisher
93. Name of the refitter	94. Name of the refinisher
95. Name of the refitter	96. Name of the refinisher
97. Name of the refitter	98. Name of the refinisher
99. Name of the refitter	100. Name of the refinisher



Barclays Mortgages
P.O. Box 8575
Leicester LE18 0AW

Number : WSX73390

title is dealt with by HM Land Registry, Durham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 18 APR 2021 at 11:51:27 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: WSX73390
Address of Property	: 1 Sunningdale Gardens, Bognor Regis (PO22 9LE)
Price Stated	: £220,000
Registered Owner(s)	: MATTHEW BRIAN GRAHAM SEYMOUR and SARAH-LOUISE FRANCIS of 1 Sunningdale Gardens, Bognor Regis PO22 9LE.
Lender(s)	: Barclays Bank UK PLC

number WSX73390

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 18 APR 2021 at 11:51:27. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1 Sunningdale Gardens, Bognor Regis (PO22 9LE).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 June 1983 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (19.07.2019) PROPRIETOR: MATTHEW BRIAN GRAHAM SEYMOUR and SARAH-LOUISE FRANCIS of 1 Sunningdale Gardens, Bognor Regis PO22 9LE.
- 2 (19.07.2019) The price stated to have been paid on 15 July 2019 was £220,000.
- 3 (19.07.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 July 2019 in favour of Barclays Bank UK PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Transfer of the land in this title dated 16 June 1983 made between (1) A J Wait & Co Limited and (2) Reginald Percy Holmes and Margaret Nimmo Holmes contains restrictive covenants.

NOTE: Original filed.

- 2 (19.07.2019) REGISTERED CHARGE dated 15 July 2019.
- 3 (19.07.2019) Proprietor: BARCLAYS BANK UK PLC (Co. Regn. No. 9740322) of P.O. Box 187, Leeds LS11 1AN.
- 4 (19.07.2019) The proprietor of the Charge dated 15 July 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

H.M. LAND REGISTRY

TITLE NUMBER

WSX733

ORDNANCE SURVEY
PLAN REFERENCE

SU 9201

SECTION G

COUNTY WEST SUSSEX

DISTRICT ARUN

© Crown

