Planning Application Reference:	**BE/4/03/**
Document Type:	**Section 106 Agreement**
Date of Agreement:	**19th July 2004**

NB: Text in bold to be included in free text field.

Guidelines for Blocking

Check thoroughly for **names/telephone numbers** and block.
Check **maps** for signatures and block.
Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer

ARUN DISTRICT COUNCIL BE/4/03/

This Agreement is dated 19th July 2004 and is made between:

[1] BBC Pension Trust Limited (Company Registration No. 2218202) whose registered office is at Broadcasting House, London W1A 1AA ["the Owner"]

[2] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ["ADC"]

1. Background

1.1 The Owner is seised in fee simple in possession as the registered proprietor under title number WSX 144523 of the land at Arun Retail Park, Shripney Road, Bognor Regis, West Sussex shown for identification purposes only edged black on the plan attached hereto and hereinafter called "the Land".

1.2 ADC is the local planning authority.

1.3 A planning application number BE/4/03 dated 15th January 2003 and received on 6th February 2003 has been submitted to ADC for planning permission to develop the Land by erecting thereon a freestanding restaurant and ancillary works in the car park of an existing retail park (hereinafter called "the Development").

1.4 ADC are concerned about the adverse impact that the Development may have upon the Shopping Centre of Bognor Regis by virtue of the Development drawing people away from the Bognor Regis Town Centre.

1.5 Accordingly the Owner has offered to pay the Town Centre Contribution hereinafter defined to finance works to enhance the attractiveness of the Bognor Regis Town Centre for shoppers and so mitigate any adverse impact resulting from the Development drawing people away.

2. Interpretation

In this Agreement:

2.1 Words importing the masculine include the feminine and vice versa.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

2.4 Wherever this 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 against each individually.

2.5 Any reference to a clause or schedule or plan is to one in to our attached to this Agreement.

2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.

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2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the ADC the successors to its functions.

2.9 "the Act" means the Town & Country Planning Act 1990.

2.10 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement.

2.11 "the Application' means the planning application number BE/4/03 submitted to the Council for planning permission for the Development.

2.12 "Bognor Regis Town Centre" means the area of the town shown as being subject to Policy Site 2 in the Arun Local Plan 2003 and shown edged black on inset plan P "Bognor Regis Town Centre Regeneration Area" referred to in the Arun District Local Plan 2003.

2.13 "Commencement" means the carrying out of a material operation (as defined in section s56(4)(a) of the Act excluding any works of demolition) in respect of the Development and "Commence" or "Commenced" shall be construed accordingly.

2.14 "Development" means the development of the Land proposed by the Application or permitted by the Planning Permission or carried out substantially in accordance with such Planning Permission (to be determined by ADC).

2.15 "Planning Permission" means a full planning permission issued by ADC permitting the Development.

2.16 "Town Centre Contribution" means the sum referred to in Clause 5 which shall be used to finance works to enhance the attractiveness of the Bognor Regis Town Centre for shoppers.

3. Enabling Provisions

This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, and all other enabling powers.

4. Commencement

This Agreement is conditional upon and shall not take effect until ADC has granted Planning Permission and the obligations in Clauses 5, 6, 7, 8 and 10 shall become effective only on the Commencement of the Development.

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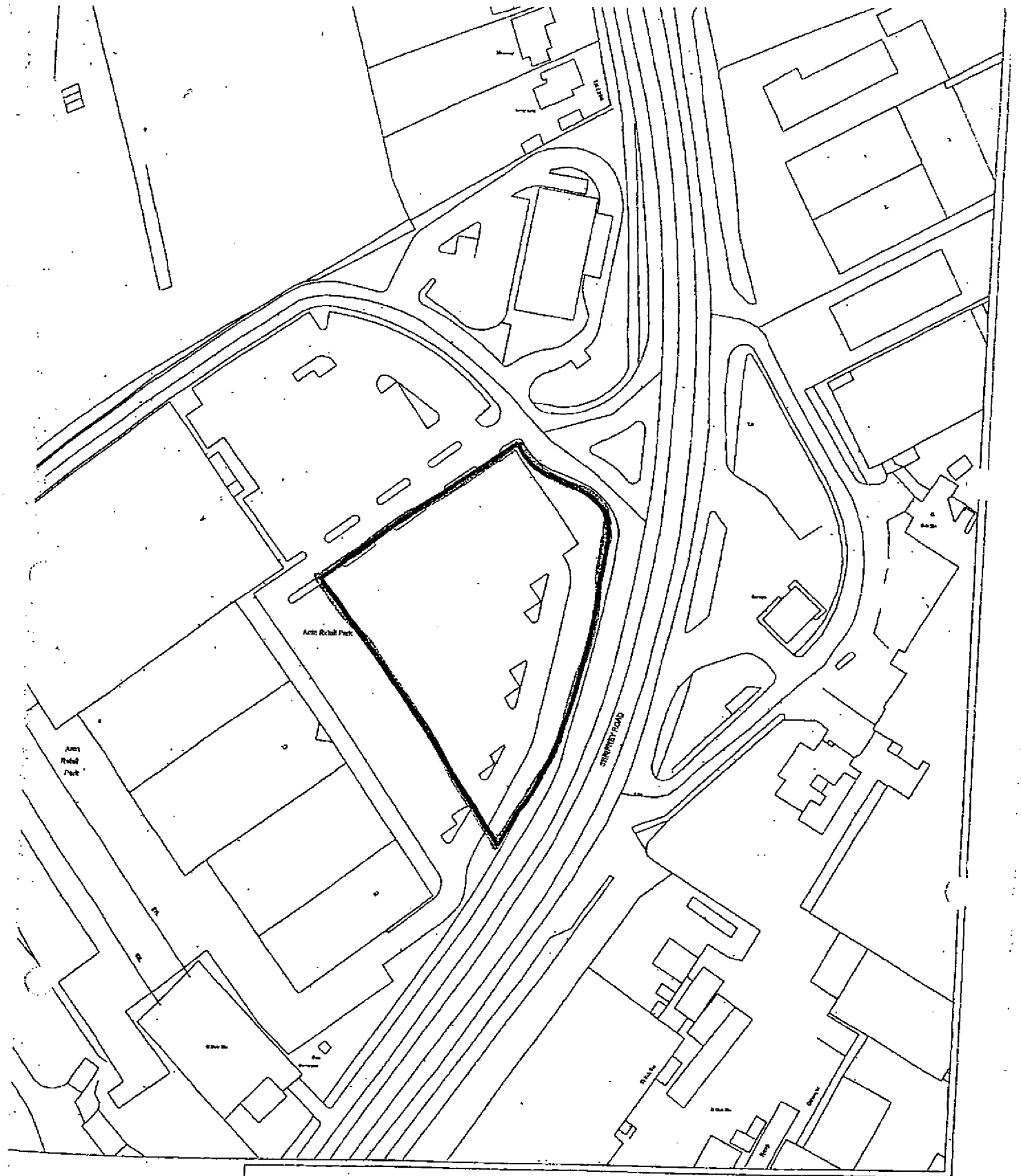

LOCATION PLAN BE/4/03/

129

1:1,250

ARUN DISTRICT COUNCIL

Head of Planning Services
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 716019

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Arun District Council LA87070011 19999

5. **Owner's Covenants**

The Owner covenants with ADC as follows:-

5.1 **Town Centre Contribution**

5.1.1 On or before Commencement of the Development to pay to ADC the sum of ten thousand pounds (£10,000) which sum ADC shall use to fund or help to fund works to enhance the attractiveness of the Bognor Regis Town Centre.

5.2 The Owner will not commence the Development unless and until the Town Centre Contribution has been paid as aforesaid.

6. **ADC's Covenants**

ADC covenants with the Owner that:-

6.1 ADC shall use the Town Centre Contribution towards works to enhance the attractiveness of the Bognor Regis Town Centre.

6.2 In the event that the Town Centre Contribution received pursuant to clause 5 hereof (or any part of the same) has not been expended or committed by the Council within a period of five years from the date upon which the Town Centre Contribution is received ADC will repay the Town Centre Contribution (or such part thereof as has not been expended or committed) to the Owner together with all interest accrued thereon.

7. **Index Linking**

7.1 The Owner agrees with ADC that the sum payable by the Owner pursuant to Clause 5 of this Agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

Where: A is the sum actually payable

B is the original sum referred to in this Agreement at Clause 5

C is the General Index of Retail Prices (all items) for the month two months before the date on which payment is made under Clause 5

D is the General Index of Retail Prices (all items) for the month two months before the date of this Agreement

$\frac{C}{D}$ is equal to or greater than 1

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8. **Interest**

If any sum payable under this Agreement is unpaid on the date on which it is due then the Owner shall pay interest on the sum outstanding from the due date until the actual date of payment at the rate of four per cent (4%) above the base lending rate from time to time of HSBC Bank.

9. **Costs**

The Owner agrees with ADC:

9.1 to pay to the ADC its proper and reasonable legal costs incurred in preparing and entering into this Agreement.

10. **Payment Notice**

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to the ADC and shall have attached to them a copy of the Payment Notice contained in the Schedule to this Agreement duly completed.

11. **General**

The parties agree that:

11.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission

11.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from ADC in the exercise of any other statutory function

11.3 nothing in this Agreement fetters or restricts the exercise by ADC of any of its powers

11.4 the obligations contained in Clause 5 are planning obligations for the purpose of Section 106 of the Act

11.5 this Agreement constitutes a deed

11.6 this Agreement is enforceable by ADC as to Clause 5

11.7 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999

11.8 this Agreement shall apply to the Development as authorised by the planning permission issued pursuant to the planning application or to the Development after variation or renewal of the planning permission from time to time

11.9 this Agreement is a Local Land Charge and shall be registered as such

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SCHEDULE

Payment

Payment of Monies due under a Section 106 Planning Obligation/Agreement

Please answer all the questions.

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

2. Land at: .....

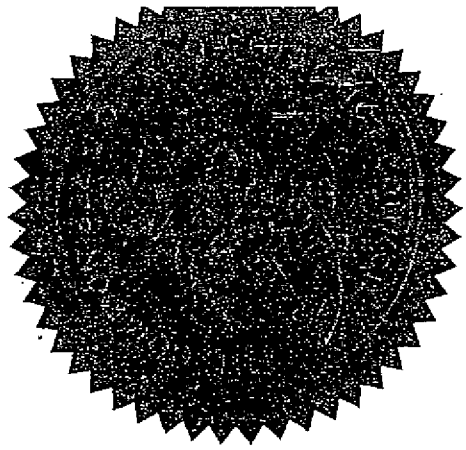
3. Agreement dated: .....

4. Planning application reference number [where applicable]

5. Obligation in Agreement

[a]	clause no.	
[b]	contribution towards	
[c]	amount of contribution due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	

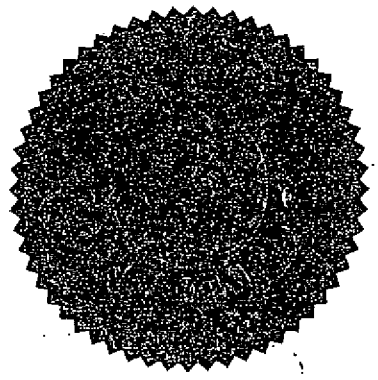
SEALED with the COMMON SEAL)
of ARUN DISTRICT COUNCIL)
in the presence of:)



Seal Book No: [redacted]

Authorised Signator[redacted]

SEALED with the C[redacted]
[redacted] PENSION TRUST LIMITED)
[redacted]



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REQUEST TO RAISE A SUNDRY INVOICE

Debtor No (if known)

025335

Invoice No *(Admin use only)*

Debtor Name

BBC PENSION TRUST LIMITED

Address

BBC PENSION AND BENEFITS CENTRE
TY-OLDFIELD
BROADCASTING HOUSE
CARDIFF

Postcode

CF5 2YQ

Address for Invoice *only* if different from above

—

Department Code

ADC

Debt Type

P6

Originator's Name

DELWYN JONES

Wording to appear on Invoice:

FAO DAVID WALL.
SECTION 106 PLANNING OBLIGATION PAYMENT FOR BOGNOR REGIS TOWN CENTRE IMPROVEMENTS.
PLANNING APPLICATION REFERENCE BE/4/03 - BOGNOR REGIS RETAIL PARK.

[redacted]

Form complete[redacted]

PLEASE RE[redacted]

BE/4/03



Niki Hill
08/09/2004 10:13

To: Linda Standley/Arun@Arun
cc: Chris Elliott/Arun@Arun
Subject: Re: Income code

Linda,

Sorry for the delay in responding - I've been on leave. I've spoken to Chris this morning and given him a code to place the money on deposit (351 L01) until it is required at which point I will move it out to your cost centre. Please contact me if this is at all unclear.

Thanks

Niki

[redacted]

Linda Standley



Linda Standley
03/09/2004 14:08

To: Niki Hill/Arun@Arun
cc:
Subject: Income code

Niki,

I understand you deal with S106 items. can you help please?

[redacted]

---- Forwarded by Linda Standley/Arun on 03/09/2004 14:07 ----



Linda Standley
03/09/2004 12:16

To: Carolin Martlew/Arun@Arun
cc:
Subject: Income code

Caroline,

On Friday 3 Sept. Chris Elliott from Planning rang me to ask for an income code for Investment & Tourism. Richard had some input into Planning Permission BE/4/03 (Pizza Hut, Arun Retail Park) where a sum of £10,000 was agreed as a contribution to car parking & ancillary works

Should a specific code be set up or is our regular income code good enough?

Look forward to hearing from you.

[redacted]

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Criteria: Reference is equal to 025335, Periods 2006/7 to 2007/6

Batch	Int Ref	Inv/Cm	Debt Type	INVOICE NO	Dated	DUE DATE	Gross/Payment	Value1 To Date	Status	Re
241	7488	I	SEC106	131192313	10/09/2004	09/09/2004	10,000.00	10,000.00	PD	
3005	50128	CJNL	SEC106		01/10/2004	19/10/2004	10,000.00	10,000.00	PST	