

Dated:

19 March 2021

CHALCROFT ASSOCIATES LLP (1)

and

CHALCRAFT DEVELOPMENTS LIMITED (2)

and

ORCHARD ENTERPRISES (SOUTHERN) LIMITED (3)

and

NATIONAL WESTMINSTER BANK PLC (4)

and

ARUN DISTRICT COUNCIL (5)

and

WEST SUSSEX COUNTY COUNCIL (6)

PLANNING OBLIGATION AGREEMENT

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

**Town Legal LLP
10 Throgmorton Avenue
London
EC2M 5DL**

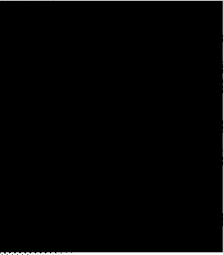
THIS DEED is made on

19 March 2021

ENTERED INTO BY:

- (1) **CHALCROFT ASSOCIATES LLP** (Company Registration No. OC337417) whose registered office is at 5 Culver Road, Felpham, Bognor Regis, West Sussex, PO22 7EF (the "First Owner");
- (2) **CHALCRAFT DEVELOPMENTS LIMITED** (Company Registration No. 10533134) whose registered office is at 2 London Wall Place, London, England, EC2Y 5AU (the "Second Owner");
- (3) **ORCHARD ENTERPRISES (SOUTHERN) LIMITED** (Company Registration No. 03010021) whose registered office is at 5 Culver Road, Bognor Regis, England, PO22 7EF (the "Third Owner");

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

 **NATIONAL WESTMINSTER BANK PLC** (Company Registration No. 00929027) whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA (the "Mortgagee");
use address for service is Credit Documentation, PO Box 1, Manchester, M60 2HT
ARUN DISTRICT COUNCIL of The Civic Centre, Maltrovers Road, Littlehampton, BN17 9LF (the "District Council");

AND

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

RECITALS

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

 The Third Owner is the freehold owner of the part of the Land under title number WSX32009.

The Mortgagee is the registered proprietor of a charge dated *29 September* ~~17 October~~ 2017 in respect of the part of the Land under title number WSX318871.

The First Owner, the Second Owner, the Third Owner and Landform Bersted Limited submitted the Application to the District Council on 29 July 2020.

- H Landform Bersted Limited has entered into a promotion agreement with the First Owner, the Second Owner and the Third Owner but does not have a freehold or leasehold interest in or charge over the Land and is therefore not included as a party to this Deed.

I The Land is situated within strategic site known as 'SD3 West of Bersted site' (the "Strategic Site") within the District Council's Local Plan. The site allocation and corresponding Policy H

SP2a is clear in what the requirements are for developments that fall within the Strategic Site and the Council has reflected those requirements in the planning obligations secured under this Deed so that the Development contributes, proportionately, to the delivery of those requirements across the Strategic Site. This Deed also secures planning obligations which the Council consider are necessary to make the Development acceptable in planning terms.

- J The Owners agree to enter into this Deed to give the following obligations and to bind the Land with the obligations in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

- 1.2 In this Deed the following expressions shall have the meanings indicated:

"1980 Act"	The Highways Act 1980;
"Act"	The Town and Country Planning Act 1990 (as amended);
"Application"	means the application for outline planning permission for the Development allocated reference number BE/81/20/OUT and validated by the District Council on 6 August 2020;
"BCIS Index"	means the All-in Tender Price Index published by the Building Cost Information Service Ltd provided that in the event that such index ceases to be published, the Owners, the District Council and the County Council shall agree a replacement index;
"Commence"	means the carrying out of a "material operation" (as defined in section 56(4) of the Act) in connection with the Development (or any part as may be specified in this Deed) save that for the purposes of this Deed and for no other purpose operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be included (and "Commencement" shall be construed accordingly);
"Commencement Obligations"	means the following obligations in the Schedules to this Deed: • Paragraph 1.1.1 of Schedule One; • Paragraphs 1.1, 1.2 and 1.3 of Schedule Two; • Paragraph 1.1 of Schedule Three • Paragraph 16.1 Schedule Four; and • Paragraph 1 of Schedule Five.
"Commercial Floorspace"	means floorspace within the Development for uses under use class A1, B1(b) B1(c) and B8 under the Town and Country Planning (Use Classes) Order 1987 and as permitted by the Planning Permission;
"Commercial Unit"	means a unit of Commercial Floorspace comprised within the

	Development;
"Completed"	means depending on the context of the Deed the substantial completion of any part or the whole of the Development as appropriate such that it is fit for its intended purpose (and, in the case of any highway works, physically completed and available for use by the public) and, free from defects other than minor snagging as confirmed by a certificate of practical completion or sectional practical completion issued by the appointed architect or other suitably qualified professional;
"Contributions"	means any one or number of the financial contributions required to be made pursuant to Schedule Four of this Deed;
"CPI"	means the Consumer Prices Index published by the Office for National Statistics (or any replacement body) provided that in the event that such index ceases to be published, the Owners, the District Council and the County Council shall agree a replacement index;
"Development"	means the development on the Land of up to 20 residential dwellings, 2240 sqm of commercial space, landscaping, access, parking and associated infrastructure as permitted by the Permission;
"Enabling Powers"	Section 111 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 Section 106 of the Act and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed;
"Expert"	means a person with no less than 10 (ten) years' recent and relevant experience in the subject matter of the relevant dispute;
"Index Linked"	means: a) In the case of the 3G Pitch Contribution, the Playing Pitch Contribution, The Sports Hub Contributions and The Swimming Pool Contribution adjusted in accordance with the RPI by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Deed and whose numerator shall be the last published RPI monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure; and b) In the case of all the other Contributions save for those listed in (a) above, adjusted in accordance with the BCIS Index by multiplying in each case the payment due by a fraction whose denominator shall be the last BCIS monthly figure published before the date of this Deed and whose numerator shall be the last published BCIS Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure.

"Interest"	means interest at four (4) per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment);
"the Land"	means the land at Chalcroft Nursery, Chalcraft Lane, Bersted, PO21 5TS and as shown indicatively edged red on Plan 1 and (at the date of this Deed) registered at the Land Registry under title numbers WSX318871, WSX412609 and WSX32009;
"Occupation"	means occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;
"Plan 1"	means the plan marked "01304_S_08 Rev P1" showing the Land edged red and included within Schedule Six of this Deed;
"Plan 2"	means the plan marked "ITB14224-GA-001 Rev F" indicatively showing the Highways Works and included within Schedule Six of this Deed;
"Permission"	means the outline planning permission granted by the District Council in respect of the Application;
"Reserved Matters Application"	means any application submitted pursuant to the Permission relating to scale, layout, appearance or landscaping as matters that have been reserved relating to the Development;
"Reserved Matters Approval"	means an approval of a Reserved Matters Application;
"Residential Units"	means individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate);
"RPI"	means the RPI All Items Index published by the Office for National Statistics (or any replacement body) provided that in the event that such index ceases to be published, the Owners, the District Council and the County Council shall agree a replacement index;
"Statutory Undertakers"	means organisations licensed by the government which include all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies;
"Working Day(s)"	means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

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INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.

- 2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions.
- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3 STATUTORY AUTHORITY

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

4 EFFECT OF THE DEED

- 4.1 This Deed and its clauses and paragraphs (including the Commencement Obligations) herein shall take effect on the day and year first before written PROVIDED THAT the obligations contained in the Schedules to this Deed which are not the Commencement Obligations will not take effect until Commencement of the Development.

5 THE OWNERS' COVENANTS

- 5.1 The Owners covenant with the District Council and the County Council that they will observe and perform the obligations on its part contained in Schedules One to Four (inclusive).

6 RELEASE AND LAPSE

- 6.1 An Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its interests in the Land or the relevant part of it to which a particular obligation relates.
- 6.2 This Deed shall lapse and be of no further effect if:
- 6.2.1 the Permission shall lapse without having been implemented in accordance with section 56(4) of the Act; or

6.2.2 the Permission shall be varied or revoked other than with the consent of the Owners; or

6.2.3 the Permission is quashed following a successful legal challenge.

6.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.

6.4 This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.

6.5 This Deed shall not be enforceable against any owners or occupiers of an individual Residential Unit or Commercial Unit.

7 LOCAL LAND CHARGE

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

7.2 The Owners shall within 28 days of the date of this Deed apply to the Land Registry to have this Deed noted against their respective title interests as set out in the Recitals to this Deed.

7.3 Upon the full satisfaction of all the terms of this Deed the Owners may request that the District Council or the County Council (as appropriate) procure that all entries in the register of local land charges relating to it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.

8 NO FETTER ON DISCRETION OR WAIVER

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

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

9 WARRANTY AS TO TITLE

9.1 The Owners hereby warrant to the District Council and the County Council that no person other than the parties to this Deed has any legal interest in the Land.

10 SEVERABILITY

10.1 If any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

11 THE COUNCIL'S COSTS

11.1 The Owners covenant with the District Council that they will on or before the date of this Deed pay the District Council's reasonable legal costs associated with entry into this Deed.

- 11.2 The Owners covenant with the County Council that they will on or before the date of this Deed pay the County Council's reasonable legal costs associated with entry into this Deed.

12 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

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

13 NOTIFICATION OF COMMENCEMENT/OCCUPATION

- 13.1 The Owners covenant with the District Council and (where indicated) the County Council that they will:
- 13.1.1 notify the District Council and the County Council in writing of the date of Commencement of the Development within five Working Days of it occurring; and
 - 13.1.2 notify the District Council and the County Council in writing of the date of Occupation for the first time of any part of the Development within five Working Days of it occurring; and
 - 13.1.3 notify the District Council in writing of the date of Occupation for the first time of 75% of the Residential Units on the Development within five Working Days of it occurring;
 - 13.1.4 pay to the District Council upon written demand its reasonable and properly incurred fees for additional monitoring caused by the Owners' non-compliance with 13.1.1 13.1.2 or 13.1.3.

14 NOTICES

- 14.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or (in the case of the District Council) by email in the following manner:
- 14.1.1 on the District Council at the address shown above or by email to planning@arun.gov.uk marked "for the attention of the Head of Development Management" and bearing the reference "BE/81/20/OUT";
 - 14.1.2 on the County Council at the address shown above and marked for the attention of the Head of Planning (and for the avoidance of doubt the County Council does not accept notice by email);
 - 14.1.3 on the Owners at the addresses as detailed above or as notified by the Owners in writing to the District Council and the County Council; and
 - 14.1.4 on the Mortgagee at the address as detailed above or as notified by the Mortgagee in writing to the District Council and the County Council.

15 INDEX LINKING

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

16 PAYMENT OF THE CONTRIBUTIONS

16.1 The Owners shall pay the Contributions to the District Council or the County Council (as the case may be) by either:

16.1.1 cheque made payable to the District Council or the County Council (as the case may be);

16.1.2 by BACS or telegraphic transfer.

16.2 All payments shall state the Permission reference number and the address to which this Deed relates.

16.3 Payment by cheque shall be sent to the District Council or the County Council (as the case may be) in accordance with the details set out in clause 16.1 identifying the obligation to which the payment relates.

17 INTEREST ON LATE PAYMENTS

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

18 MORTGAGEE CLAUSE

18.1 Notwithstanding clause 3.2, no obligation in this Deed (save for the obligations set out in paragraph 5.1.4 of Schedule Two in relation to a Chargee) shall be binding on or enforceable against any chargee or mortgagee (including the Mortgagee) from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates.

19 NOTIFICATION OF SUCCESSORS IN TITLE

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

20 VAT

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

21 DISPUTE RESOLUTION

21.1 Subject to clause 21.10 below, in the event of any dispute or difference arising between the parties hereto concerning any matter or thing arising out of this Deed the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative of appropriate seniority from each party in dispute within ten (10) Working Days of a request from one party to convene the meeting.

21.2 If the relevant parties are unable to resolve the dispute amicably pursuant to clause 21.1 following the meeting (or if sooner, the expiry of ten (10) Working Days following the request for a meeting) pursuant to clause 21.1 such dispute or difference shall be referred to an Expert to be appointed by agreement between the parties. In the event of a dispute arising in respect of the quantum of a sum which is payable under this Deed, the Expert must be one which is sufficiently qualified with suitable experience

in the relevant industry to which the said quantum relates and is able to demonstrate the ability to critically assess cost schedules and to act as an independent cost consultant.

- 21.3 If an Expert is to be appointed and the parties to the dispute are unable to agree on the Expert to be appointed within twenty (20) Working Days of the request for a meeting referred to in clause 21.1:
- 21.3.1 any dispute as to the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior officer available of the Law Society who will have the power to determine the appropriate type of Expert (with regard to clause 21.2, if applicable);
- 21.3.2 any dispute over the identity of the Expert is to be referred at the request of either party to the President or other most senior officer available of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power to determine and nominate the appropriate Expert with regard to 21.2 if applicable (and if no such organisation exists, the Expert shall be nominated by the President or next most senior officer available of the Law Society).
- 21.3.3 If an Expert nominated or appointed pursuant to this clause 21 shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of clause 21.3.
- 21.4 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment.
- 21.5 Notice in writing of the appointment of an Expert pursuant to this clause 21 shall be given by the Expert to the parties and he shall invite each of the parties to submit to him within ten (10) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material. For the avoidance of doubt the Expert must still reach his decision and communicate it to the parties within not more than twenty (20) Working Days from the date of his appointment.
- 21.6 The Expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in this clause 21 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own professional judgement.
- 21.7 The Expert shall give notice of his decision in writing and his decision will be final and binding on the parties hereto save in the case of fraud or manifest error.
- 21.8 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this clause 21 the party or parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 21.9 The Expert's costs shall be in the Expert's award or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 21.10 Nothing in this clause 21 shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

22 JURISDICTION AND GOVERNING LAW

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

23 DELIVERY

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

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

SCHEDULE ONE

HIGHWAYS AND TRANSPORT

DEFINITIONS

"Completion Certificate Standard"	means in the case of the Highway Works completion to the reasonable satisfaction of the County Council (but excluding any applicable maintenance period) as evidenced by the issue of a certificate of completion by the County Council pursuant to the Highway Agreement;
"Final Certificate"	means the certificate to be issued by the County Council pursuant to the Highway Agreement confirming that the Highway Works have been fully completed and adopted as part of the highway maintainable at the public expense;
"Highway Agreement"	means an agreement between the Owners and the County Council pursuant to section 38 and/or section 278 of the Highways Act 1980;
"Highway Works"	means a scheme of works to provide access to the Land from Chalcraft Lane in accordance with Plan 2, subject to any revisions as may be agreed with the County Council pursuant to the relevant Highways Agreement;
"Permitted Commercial Floorspace"	means 1,398 square metres of Commercial Floorspace.

OBLIGATION

The Owners covenant with the County Council as follows:

Part One – Highway Works

- 1.1 The Owners covenant:
 - 1.1.1 Not to Commence Development except for any works relating to the Permitted Commercial Floorspace unless and until a Highway Agreement has been entered into with the County Council in respect of the Highway Works; and
 - 1.1.2 Not to Occupy nor permit Occupation of the Development except for any Permitted Commercial Floorspace unless and until the Highway Works have been carried out and completed to Completion Certificate Standard up to the boundary with the adjacent land to the west of the Land.
 - 1.1.3 To use reasonable endeavours to carry out such necessary works as may be required to secure the issue of the Final Certificate in respect of the Highway Works as soon as reasonably practicable after the date upon which the Highway Agreement is entered into.
- 2.1 The County Council covenants with the Owners:
 - 2.1.1 to enter into the Highway Agreement for the Highway Works as soon as reasonably practicable so as not to unreasonably delay the Owners Commencing and Occupying the Development;
 - 2.1.2 to issue a certificate of completion in respect of the Highway Works as soon as reasonably practicable after the Highway Works have reached the Completion Certificate Standard so as not to unreasonably delay the Owners carrying out and Occupying the Development; and

- 2.1.3 to issue a Final Certificate as soon as reasonably practicable after the necessary works have been carried out pursuant to the Highway Agreement.

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

DEFINITIONS

"Affordable Housing"	means any form of housing including Affordable Housing Units provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for any subsidy to be recycled for alternative affordable housing provision;
"Affordable Housing Land"	means those parts of the Land upon which the Owners are to construct or procure the construction of the Affordable Housing Units and including all curtilage thereto;
"Affordable Housing Unit(s)"	means a Residential Unit to be constructed in accordance with the Permission (together with associated car parking spaces) and used for the purposes of Affordable Housing either as an Affordable Rent Unit or a Shared Ownership Unit;
"Affordable Housing Programme"	means a written programme submitted with the Reserved Matters Application that proposes Residential Units for approval by the District Council showing how the Affordable Housing Units will be delivered in the Development and which shall include the following details: (a) the number of Affordable Housing Units; (b) the location of the Affordable Housing Units; (c) the sizes of the Affordable Housing Units; (d) those Affordable Housing Units which are to be for Affordable Rent; (e) those Affordable Housing Units which are to be Shared Ownership Units; (f) proposals for the management of the Affordable Housing Units; (g) the timetable for the transfer of the Affordable Housing Land to a HARP; and the approved Affordable Housing Programme may be amended or substituted from time to time provided that the District Council first agree to such amendment or substitution in writing.
"Affordable Rent"	means the sum of the rent element and the Service Charge payable from the date of first occupation in respect of the relevant Affordable Rent Unit which shall not exceed the lower of (a) 80% of the Market Rent or (b) the Local Housing Allowance Levels, SAVE THAT such rent may be increased annually by an amount equal, by percentage, to the change in the CPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 1%) for the relevant year or such other rental basis as may be agreed by the District Council provided that the increase in inflation (plus the additional 1% where applicable) shall not in any circumstances require a rent which when added to the Service Charge results in a

	total sum in excess of 80% Market Rent at the time of payment;
"Affordable Rent Occupier"	means an Eligible Person who occupies an Affordable Rent Unit;
"Affordable Rent Unit"	means those Affordable Housing Units let at Affordable Rent;
"Arun District Council Allocations Policy"	means " <i>Housing Allocations Scheme 2012 (Amended 2014, 2016, 2017 & 2018)</i> " produced by the District Council's Housing Services Department, and as may be amended or substituted from time to time;
"Chargee"	means any mortgagee or chargee of the HARP or other party who has provided loan facilities to the HARP or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including any housing administrator;
"Eligible Person(s)"	means: a) in relation to Affordable Rent Units, a person (or persons): a. with no ownership or part ownership in any other residential property which they would be able to occupy; and b. who is unable to resolve their needs in the local private sector market because of the relationship between housing costs and income; and c. with a Local Connection; b) in relation to Shared Ownership Units, means a person (or persons): a. with a Local Connection; and b. with no ownership or part ownership in any other residential property which they would be able to occupy; and c. who is able to demonstrate they have an annual household income of less than £80,000 (or such other prevailing Homes England/Government rate to be applicable for Shared Ownership Units).
"HARP"	means a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with the HE and/or a non-profit registered provider of social housing pursuant to section 80 of the Housing and Regeneration Act 2008 (as amended) and which is either on the District Council's list of Approved Affordable Providers (appended as Appendix 1 of this Schedule Two) or has been approved in writing by the District Council;
"HARP Transfer"	means the transfer deed or lease of the Affordable Housing Units to a HARP at the Transfer Price and incorporating the Transfer Requirements;

	(b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit; or (c) has been granted a Shared Ownership Lease by a HARP (or similar arrangement where a share of the Affordable Housing Unit is owned by the HARP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the HARP all the remaining shares so that the tenant owns the entire Affordable Housing Unit that is subject to the Shared Ownership Lease.
"Service Charge"	means the amount payable by the occupant of any Affordable Housing Unit for all communal services repairs maintenance improvements insurance of the building and curtilage plus estate management costs and ground rent to the extent that the costs have been reasonably incurred and remain at a reasonable level that will remain affordable for occupants;
"Service Media"	means the sewers, drains, watercourses, pipes, cables, wires, channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;
"Services"	means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;
"Shared Ownership Lease"	means a lease substantially in a form approved or published by Homes England (formerly HCA) whereby the tenant having paid an initial premium calculated by reference to no more than 25% of the Open Market Value of the particular Affordable Housing Unit pays a rent in respect of the remaining equity held by the owner plus (if appropriate) a reasonable service charge and whereby the occupier may in successive tranches purchase up to 100% of the equity in the dwelling PROVIDED THAT the rent per annum will: (a) initially be at a level not exceeding 2.75% of the full Open Market Value of the HARP's retained share of the relevant dwelling; and (b) be permitted to be increased annually by an amount equal, by percentage, to the change in the RPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 0.5%) for the relevant year or such other increase as may be permitted by applicable government guidance from time to time.
"Shared Ownership Occupier"	means an Eligible Person who occupies a Shared Ownership Unit which he/she is part renting and part purchasing under a Shared Ownership Lease;
"Shared Ownership Units"	means any Affordable Housing Units disposed of subject to a Shared Ownership Lease and to a Shared Ownership Occupier;
"Staircasing"	means in connection with the Shared Ownership Units the acquisition after the date of the initial purchase by the occupier of additional tranches of equity within the said unit until such time as the individual occupier retains 100% of the equity in the said unit at

	which point they will be said to have "Staircased";
"Transfer Price"	means a consideration that allows the HARP: (a) to provide the Affordable Rent Units at an Affordable Rent in accordance with paragraph 4 of this Schedule Two; and (b) to provide the Shared Ownership Units in accordance with paragraph 3 of this Schedule Two;
"Transfer Requirements"	means the requirements of paragraph 2.2 of this Schedule Two.

OBLIGATIONS

The Owners covenant with the District Council as follows:

1 Amount, size and tenure type of Affordable Housing

- 1.1. to submit with any Reserved Matters Application which includes the Residential Units an Affordable Housing Programme for approval by the District Council;
- 1.2. not to submit the Reserved Matters Application which includes the Residential Units unless the Reserved Matters Application includes the Affordable Housing Programme;
- 1.3. not to Commence any Residential Units until the Affordable Housing Programme has been approved by the District Council;
- 1.4. to provide the Affordable Housing Units in accordance with the approved Affordable Housing Programme.
- 1.5. Unless otherwise agreed as part of the approved Affordable Housing Programme, to provide:
 - 1.5.1 no less than 30% (rounded to the nearest whole Residential Unit) of the Residential Units as Affordable Housing Units;
 - 1.5.2 67% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Affordable Rent Units; and
 - 1.5.3 33% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Shared Ownership Units.
- 1.6. to provide to the District Council upon their reasonable request evidence as to how the Owner has calculated the Market Rent and Open Market Value.

2. Delivery of Affordable Housing

- 2.1. Not to Occupy nor permit the Occupation of more than 50% (rounded to the nearest Open Market Unit) of the Open Market Units until:
 - 2.1.1 100% of the Affordable Housing Units have been constructed; and
 - 2.1.2 the unencumbered freehold of the Affordable Housing Land has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation.

2.2. Each transfer to the HARP pursuant to paragraph 2.1.2 shall include:

- 2.2.1 a grant of full and free rights of access both pedestrian and vehicular from the public highway or roads intended to become public highway to the Affordable Housing Units;
- 2.2.2 a grant of full and free rights to the passage of Services through Service Media on the Development up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains; and
- 2.2.3 as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units.

3. Shared Ownership Units

- 3.1. Not to use the Shared Ownership Units for any purpose other than for the provision of Shared Ownership Units and Occupied by a Shared Ownership Occupier.
- 3.2. The Shared Ownership Units shall be disposed of subject only to a Shared Ownership Lease.
- 3.3. The Shared Ownership Units shall be provided for and affordable to Shared Ownership Occupiers taking into account all mortgage costs, rent and Service Charge relating to such Shared Ownership Units.

4. Affordable Rent Units

- 4.1. Not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
 - 4.1.1 at an Affordable Rent in respect of each Affordable Rent Unit;
 - 4.1.2 to an Affordable Rent Occupier;
 - 4.1.3 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 4.2. To procure entry into a Nominations Agreement between the HARP and the District Council prior to Occupation of the Affordable Rent Units and not to Occupy or permit Occupation of any Affordable Rent Unit until a Nominations Agreement has been entered into with the District Council.
- 4.3. Not to dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement.

5. Release of affordable housing provisions

- 5.1. The restrictions set out in this Schedule Two shall not apply to the following:
 - 5.1.1 any Protected Tenant or any successor in title to a Protected Tenant;
 - 5.1.2 any mortgagee or chargee of a Protected Tenant or other party who has provided loan facilities to the Protected Tenant or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise;

- 5.1.3 any purchaser from any of the parties named in paragraphs 5.1.1 and 5.1.2 above of an individual Affordable Housing Unit;
- 5.1.4 a Chargee who seeks to dispose of the whole or any part of the Affordable Housing Land where there has been a bona fide default by the HARP of the terms of such mortgage or financial charge PROVIDED THAT the Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 (two) months' prior written notice to the District Council of its intention to dispose; and
- 5.1.4.1. in the event that the District Council responds within six (6) weeks from receipt of the notice referred to above indicating that arrangement for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;
- 5.1.4.2. if the Council does not serve its response to the notice referred to above within six (6) weeks of receipt of the said notice then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from the time of completion of the disposal permanently cease to apply;
- 5.1.4.3. if the District Council cannot within 2 (two) months of the date of service of its response under paragraph 5.1.4.1 above complete such a transfer (which, for the purpose of this paragraph, shall mean completion of the transfer document and not registration at the Land Registry) then provided that the Chargee shall have complied with its obligations under this paragraph 5.1.4 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from the time of completion of the disposal permanently cease to apply;

Provided That nothing in this paragraph 5.1.4 shall require the Chargee to transfer the Affordable Housing Units for less than all sums due to the Chargee pursuant to the terms of its charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

Appendix 1 Schedule 2

District Council's List of Approved Providers

Provider

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

District Council's Precedent Nominations Agreement

2011

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

In this Agreement

“Nominee” means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit.

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

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

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

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

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

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

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

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

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

"Void Notice" means a written notice given by the HARP to the Council (in a form to be agreed between the HARP and the Council within five weeks from the date of this Agreement) the function of such a notice being the notification to the Council of a Void.

2. **ENABLING PROVISIONS**

This Agreement is made pursuant to s111 of the Local Government Act 1972 s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

3. **PROCEDURE**

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units.

Initial Lets

- 3.1 The HARP shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.
- 3.2 The HARP shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.
- 3.3 The Council shall within 15 working days of receipt of a Vacancy Notice serve upon the HARP the Nomination List setting out a list of Nominees.
 - 3.3.1 The Nomination List to be served by the Council under clause 3.3 shall indicate the priority for the housing of the Nominees.
- 3.4 The HARP shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 15 working days of receipt of the Vacancy Notice.
- 3.5 The HARP shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.6 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the HARP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the HARP's offer and the HARP shall select another Nominee whereupon the procedure set out in clause 3.5 and this clause shall be repeated.
- 3.7 In the event of the second selected Nominee failing to accept the HARP's offer of a Tenancy Agreement within the time prescribed by clause 3.6 then the HARP shall make an offer to a third Nominee and the procedure set out in clauses 3.5 and 3.6 shall apply but in the event of such third selected Nominee failing to accept the HARP's offer of a Tenancy Agreement within the prescribed time limits the HARP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.8 The HARP's obligations under clauses 3.1 to 3.7 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.5 to 3.7.

Voids

- 3.9 Should a Rented Unit become a Void after the Initial Let or the HARP has reasonable cause to believe it will become a Void then and in each case:
 - 3.9.1 the HARP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

3.9.2 within 15 working days of receipt of the said notice the Council shall serve upon the HARP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 1.

- 3.10 The HARP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.9 within 10 working days of receipt of the Void Notice.
- 3.11 Upon receipt of the Nomination List referred to in clause 3.9 the HARP shall follow the procedure mutatis mutandis set out in clauses 3.5 to 3.7.
- 3.12 The HARP shall not be obliged to follow the procedure set out in clauses 3.9 to 3.11 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

- 3.13 The HARP shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:

- 3.13.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;

- 3.13.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

- 3.13.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;

- 3.13.4 a person accepting an offer of a tenancy from the HARP;

- 3.13.5 the HARP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.19.

- 3.14 In the event of a notice being served pursuant to clause 3.13 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.

- 3.15 Within 10 working days of the Council receiving notice served in accordance with clause 3.13 above save for notice under 3.13.4 the Council shall serve upon the HARP the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 1.

- 3.16 If the Council shall within the period mentioned in clause 3.15 notify the HARP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the HARP of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.

- 3.17 The HARP shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.

- 3.18 On 1 April, 1 July, 1 October and 1 January in each year the HARP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the HARP and the Council.

- 3.19 The HARP shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the HARP the grant of a Tenancy Agreement to such Nominee would be in contravention of the HARP's registered rules or its letting criteria.

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

4 NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting.

5 TRANSFERS TO OTHER REGISTERED PROVIDERS

The HARP shall ensure that any Registered Provider to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Regulator of Social Housing (or any successor organisation) under its statutory powers shall enter into a similar Agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

The provisions of this Agreement shall not apply to any mortgagee in possession or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.

7 DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of Agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8 COSTS

The HARP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Agreement.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

SCHEDULE THREE

THE PLAY AREA

DEFINITIONS

"Play Area Management Strategy"	A strategy for the management of the Play Area submitted to and approved by the District Council in accordance with paragraph 1.2 (as the same may be revised from time to time by agreement between the Owners and the District Council) which must include: • details of and specification for the required management and maintenance arrangements; • details of the management body responsible for maintenance; • details of the frequency of maintenance; and • repair and renewal arrangements.
"Play Area"	means that part of the Land to be provided as a play area comprising no less than 0.01 hectares of the Land and the exact location and layout of the play area to be determined as part of Reserved Matters Approval;
"Scheme of Works"	means a scheme of works (which is consistent with the Reserved Matters Approval for the Play Area) to include the means for the formation, laying out and provision of the Play Area, which must include: • specifications and building materials; • drainage, surfacing and boundary treatment; • street furniture, lighting, provision of bins and any other proposed structures or sculptures; and • details of the play equipment to be located in the Play Area.

OBLIGATIONS

The Owners covenant with the District Council as follows: -

1. Play Area

- 1.1 Not to Commence the Residential Units unless the Scheme of Works has been submitted to and approved in writing by the District Council.
- 1.2 Not to Occupy nor permit the Occupation of more than 50% of the Residential Units (rounded to nearest whole Residential Unit) unless the Play Area has been Completed in accordance with the approved Scheme of Works and Reserved Matters Approval and made available for use by the public.

2 Management of the Play Area

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

3 Step-in rights

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

SCHEDULE FOUR FINANCIAL CONTRIBUTIONS

DEFINITIONS

"3G Pitch Contribution"	means the sum of £1,406 Index-Linked to be applied by the District Council towards provision and maintenance of a 3G pitch within the vicinity of the Development;
"3G Pitch Land Cost Contribution"	means the sum of £4,304 Index-Linked to be applied by the District Council towards the value of the land on which a 3G pitch will be provided within the vicinity of the Development;
"A259 Corridor Improvement Contribution"	means the sum of £1,600 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures as part of the A259 corridor improvements to Bognor Regis to Littlehampton;
"A259 Felpham Relief Road Contribution"	means the sum of £5,104 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A259 Felpham Relief Road;
"A27 Bognor Road Roundabout Contribution"	means the sum of £7,320 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A27 Bognor Road Roundabout;
"A259 Oystercatcher Junction Contribution"	means the sum of £8,000 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A259 Oystercatcher Junction;
"A29/A259 Rowan Way Contribution"	means the sum of £4,960 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A29/A259 Rowan Way junction;
"A29 Realignment Contribution"	means the sum of £12,800 Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures as part of the A29 realignment;
"Bognor Regis Cycle Route Contribution"	means a sum to be applied by the County Council towards provision of a new 2km cycle route and/or wider pedestrian route improvements connecting the Development to Bognor Regis and calculated in accordance with the following formula: $A = B \times C$ Where: A = the Bognor Regis Cycle Route Contribution B = the latest up-to-date estimate of the cost of carrying out the improvements provided by the County Council to the Owners following a request made pursuant to paragraph 9.1 of this schedule; and C = 0.008 or, in the event the matter is referred to Expert determination in accordance with a reference made pursuant to paragraph 9.2 of this schedule and the procedure set out in clause 21 of this Deed, the amount that the Expert so

	determines is payable as the Bognor Regis Cycle Route Contribution Provided That in any event the Bognor Regis Cycle Route Contribution shall never be more than £11,710.08 Index-Linked and Further Provided That if the Owners make no request pursuant to paragraph 9.1 of this schedule the Bognor Regis Cycle Route Contribution shall be £11,710.08 Index Linked;															
"County Monitoring Fee"	means the sum of £1,200 payable to the County Council in accordance with Schedule Four of this Agreement;															
"Fire and Rescue Contribution"	means the sum to be calculated for Development with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units applying the following formula: $A = B \times £15$ (Index Linked) A = Fire and Rescue Contribution B = the estimated adjusted increase in population in the County generated by the Development calculated by applying the following estimated per household population for the Residential Units as approved by the Reserved Matters Approval: <table><tr><th>Size of Residential Unit</th><th>Estimated per household population (House)</th><th>Estimated per household population (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> and applied by the County Council towards expansion of fire and rescue capacity which could be built infrastructure and/or investment in new technology/ equipment;	Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)	1 bed Residential Unit	1.5	1.3	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)														
1 bed Residential Unit	1.5	1.3														
2 bed Residential Unit	1.9	1.9														
3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														
"Highways Contributions"	means all of the following; a) A259 Corridor Improvement Contribution; b) A259 Felpham Relief Road Contribution; c) A27 Bognor Road Roundabout Contribution; d) A259 Oystercatcher Junction Contribution; e) A29/A259 Rowan Way Contribution; f) A29 Realignment Contribution; and g) Bognor Regis Cycle Route Contribution.															
"Healthcare Contribution"	means the sum of £22,860 Index-Linked to be applied by the District Council towards the expansion of Grove House Surgery or a new doctors surgery to be operated by the NHS within the vicinity of the Development in order to serve the residents of the Development;															
"Library Contribution"	means the sum of £800 Index-Linked to be applied by the County Council towards new equipment for a new tier 7 library facility within the vicinity of the Development or towards the expansion of facilities at Bognor Regis Library;															
"Nursery Contribution"	means the sum of £27,555.55 Index-Linked to be applied by the County Council towards the provision of child care nursery places to serve the residents of the Development;															
"Nursery Land Cost Contribution"	means the sum of £480 Index-Linked to be paid to the District Council and held by them on behalf of the County Council towards the value of the land on which a new child care nursery will be provided within the vicinity of the Development;															

"Monitoring Fee"	means the sum of £6,600 to be applied by the District Council towards the costs of monitoring the delivery of the obligations secured under this Deed and reporting under the Community Infrastructure Levy Regulations 2010;
"Pagham Harbour SPA Contribution"	means the sum of £17,420.00 to be applied by the District Council towards measures to manage additional recreational impacts arising from the Development and which may directly or indirectly harm Pagham Harbour;
"Playing Pitch Contribution"	means the sum of £1,406 Index-Linked to be applied by the District Council towards provision of 2 grass playing pitches within the vicinity of the Development;
"Playing Pitch Land Cost Contribution"	means the sum of £4,304 Index-Linked to be applied by the District Council towards the value of the land on which 2 grass playing pitches will be provided within the vicinity of the Development;
"Primary School"	means the non-fee paying, all abilities state school for educating children between the ages of four and eleven with three forms of entry to be provided in the vicinity of the Development;
"Primary School Contribution"	means a sum to be applied by County Council towards the provision of the Primary School and calculated in accordance with the following formula: $A = B \times C$ Where: A = the Primary School Contribution B = the latest up-to-date estimate of the cost of providing the Primary School provided by the County Council to the Owners following a request made pursuant to paragraph 2.1 of this schedule; and C = 0.008 or, in the event the matter is referred to Expert determination in accordance with a reference made pursuant to paragraph 2.2 of this schedule and the procedure set out in clause 21 of this Deed, the amount that the Expert so determines is payable as the Primary School Contribution Provided That in any event the Primary School Contribution shall never be more than £120,000 Index-Linked and Further Provided That if the Owners make no request pursuant to paragraph 2.1 of this schedule the Primary School Contribution shall be £120,000 Index Linked;
"Primary School Land Cost Contribution"	means the sum of £5,536.00 Index-Linked to be paid to the District Council and held by them on behalf of the County Council towards the value of the land on which the Primary School will be provided;
"Secondary School Contribution"	means the sum to be calculated for Development in accordance with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units applying the following formula: $A = ACP \times B$ A = Secondary School Contribution ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Residential Units in the Development (less any 1-bed Residential Units) as approved by the relevant Reserved Matters

	Approval for the Residential Units. The following criteria are used to generate an additional child product: <table><tr><th>Size of Residential Unit</th><th>Estimated household population per (House)</th><th>Estimated household population per (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>0</td><td>0</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1,000 population in each school year group for houses and 5 person per 1,000 population in each school year group for flats. There are five year groups for secondary education (years 7 to 11). C = £34,566 (being the sum for each secondary school place) Index-Linked, to be used towards additional classrooms and facilities at existing secondary schools within a 3 mile radius of the boundary of the Land and for the avoidance of doubt the County Council's guidance entitled 'Planning Obligations: Explaining Contribution Calculations' (February 2020) (a copy of which is appended to this Deed at Appendix 1) provides further explanation of the calculation methodology;	Size of Residential Unit	Estimated household population per (House)	Estimated household population per (Flat)	1 bed Residential Unit	0	0	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
Size of Residential Unit	Estimated household population per (House)	Estimated household population per (Flat)														
1 bed Residential Unit	0	0														
2 bed Residential Unit	1.9	1.9														
3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														
"SEND Contribution"	means the sum of £9,600.00 Index-Linked to be applied by the County Council towards the provision of special educational needs and disability facilities within the vicinity of the Development;															
"SEND Land Cost Contribution"	means the sum of £472 Index-Linked to be paid to the District Council and held by them on behalf of the County Council towards the value of the land on special education needs and disability facilities are to be provided within the vicinity of the Development;															
"Sixth Form Contribution"	means the sum to be calculated for Development with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units applying the following formula: A = ACP x B A = Sixth Form Contribution ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Residential Units in the Development (less any 1-bed Residential Units) as approved by the relevant Reserved Matters Approval for the Residential Units. The following criteria are used to generate a child product: <table><tr><th>Size of Residential Unit</th><th>Estimated household population per (House)</th><th>Estimated household population per (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>0</td><td>0</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data,	Size of Residential Unit	Estimated household population per (House)	Estimated household population per (Flat)	1 bed Residential Unit	0	0	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
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3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														

	there are 14 persons per 1,000 population in each school year group for houses and 5 persons per 1,000 population in each school year group for flats. There are two year groups for sixth form education (years 12 and 13). B = £30,939.00 (being the sum for each sixth form place) Index-Linked; towards provision of a new sixth form facility within the vicinity of the Development or towards additional classrooms and facilities at The Regis School to provide additional sixth form student capacity in the event the County Council decide, acting reasonably but in their absolute discretion, that a new sixth form facility is unlikely to be provided in the vicinity of the Development and for the avoidance of doubt the County Council's guidance entitled 'Planning Obligations: Explaining Contribution Calculations' (February 2020) (a copy of which is appended to this Deed at Appendix 1) provides further explanation of the calculation methodology;
"Sports Hub"	means an area of floorspace or building in or on which sports and related facilities (including sports halls/flexible activity space, swimming pool provision/extension, community facilities, health and fitness facilities and ancillary facilities) will be provided at West Bersted through the application of the Sports Hub Contributions;
"Sports Hub: Ancillary Facilities Contribution"	means the sum of £10,005.00 Index-Linked to be applied by the District Council towards the provision of new ancillary facilities within the Sports Hub at West Bersted or to the provision of ancillary sports pitch facilities within the District;
"Sports Hub: Community Centre Contribution"	means the sum of £20,000 Index-Linked to be applied by the District Council towards the provision of a new community centre within the Sports Hub at West Bersted or to the provision of community facilities within the District;
"Sports Hub: Health & Fitness Contribution"	means the sum of £2,464.00 Index-Linked to be applied by the District Council towards the provision of new health and fitness facilities within the Sports Hub at West Bersted or to the provision of health and fitness facilities within the District;
"Sports Hub: Sports Hall Contribution"	means the sum of £7,919.40 Index-Linked to be applied by the District Council towards the provision of a new sports hall/flexible activity space facilities within the Sports Hub at West Bersted or to the provision of sports halls/flexible activity space within the District;
"Sports Hub Contributions"	means all of the following; a) Sports Hub: Ancillary Facilities Contribution; b) Sports Hub: Community Centre Contribution; c) Sports Hub: Health & Fitness Contribution; d) Sports Hub: Land Costs Contribution; and e) Sports Hub: Sports Hall Contribution.
"Sports Hub: Land Costs Contribution"	means the sum of £231.20 Index-Linked to be applied by the District Council towards the value of the land on which the Sports Hub will be provided within the Development or towards the value of providing the facilities and services to which the Sports Hub Contributions relate within the vicinity of the Development;
"Swimming Pool Contribution"	means the sum of £8,532.60 Index-Linked to be applied by the District Council towards indoor swimming pool provision at the new leisure centre in the west of the District or expansion of existing indoor swimming pools in the District;

OBLIGATIONS

The Owners covenant with the District Council and County Council (as applicable):

1. Nursery

- 1.1 To pay the County Council the Nursery Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council the Nursery Contribution.
- 1.2 To pay to the District Council the Nursery Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the Nursery Land Cost Contribution.

2. Primary School

- 2.1. The Owners may (but shall not be obligated to) at any time prior to Occupation of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) serve notice on the County Council requesting confirmation of an up-to-date estimate of the cost of providing the Primary School.
- 2.2. In the event that the Owners make a written request pursuant to paragraph 2.1 and the County Council fails to provide the requested information within 20 Working Days of the written request or the Owners disagree that any information requested represents a reasonable estimate of the cost of providing the Primary School, the Owners may refer the matter to dispute resolution pursuant to clause 21.
- 2.3. To pay the County Council the Primary School Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council the Primary School Contribution.
- 2.4. To pay the District Council the sum of Primary School Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the Primary School Land Cost Contribution.

3. Secondary School

- 3.1. To pay the County Council the Secondary School Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council the Secondary School Contribution.

4. Sixth Form College

- 4.1. To pay the County Council the Sixth Form Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council the Sixth Form Contribution.

5. SEND

- 5.1. To pay the SEND Contribution to the County Council prior to Occupation for the first time of more than 75% (rounded to the nearest whole Residential Unit) of the Residential Units and the Owners must not Occupy more than 75% (rounded to the nearest whole Residential Unit) of the Residential Units until they have paid the County Council the SEND Contribution.
- 5.2. To pay to the District Council the SEND Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the SEND Land Cost Contribution.

6. Library

- 6.1. To pay to the County Council the Library Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council the Library Contribution.

7. Fire and Rescue

- 7.1. To pay to the County Council the Fire and Rescue Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council the Fire and Rescue Contribution.

8. Highways

- 8.1. To pay to the County Council all of the Highways Contributions prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council all of the Highways Contributions.

9. Bognor Regis Cycle Route

- 9.1. The Owners may (but shall not be obligated to) at any time prior to Occupation of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) serve notice on the County Council requesting confirmation of an up-to-date estimate of the cost of providing the cycle route to which the Bognor Regis Cycle Route Contribution relates.
- 9.2. In the event that the Owners make a written request pursuant to paragraph 9.1 and the County Council fails to provide the requested information within 20 Working Days of the written request or the Owners disagree that any information requested represents a reasonable estimate of the cost of providing the cycle route, the Owners may refer to the matter to dispute resolution pursuant to clause 21.
- 9.3. To pay to the County Council the Bognor Regis Cycle Route Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the County Council the Bognor Regis Cycle Route Contribution.

10. Healthcare

- 10.1. To pay to the District Council the Healthcare Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the Healthcare Contribution.

11. 3G Pitch Provision

- 11.1. To pay to the District Council the 3G Pitch Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the 3G Pitch Contribution.
- 11.2. To pay the District Council the 3G Pitch Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the 3G Pitch Land Cost Contribution.

12. Playing Pitch Provision

- 12.1. To pay to the District Council the Playing Pitch Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the Playing Pitch Contribution.
- 12.2. To pay the District Council the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the Playing Pitch Land Cost Contribution.

13. Sports Hub

- 13.1. To pay to the District Council all of the Sports Hub Contributions prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council all of the Sports Hub Contributions.

14. Swimming Pools

- 14.1. To pay to the District Council the Swimming Pool Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owners must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until they have paid the District Council the Swimming Pool Contributions.

15. Pagham Harbour SPA

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

16. Monitoring Fee

- 16.1. To pay the Monitoring Fee to the District Council prior to Commencement of the Development and the Owners must not Commence the Development until the Monitoring Fee has been paid.
- 16.2. To pay to the County Council the County Monitoring Fee prior to Commencement.
- 16.3. Not to cause, allow or permit Commencement unless and until the County Monitoring Fee has been paid to the County Council.

SCHEDULE FIVE
COUNCILS' COVENANTS

OBLIGATIONS

1 Planning Permission

- 1.1 The District Council covenants with the Owners to grant the Permission on the date hereof or as soon as is reasonably practicable thereafter.

2 Contributions

- 2.1 The District Council and the County Council covenant with each other and the Owners not to use any part of the Contributions other than for the purposes for which it was paid under this Deed.
- 2.2 The County Council covenants with the Owners to respond to a request made pursuant to paragraph 2.1 of Schedule Four within 20 Working Days and shall provide such evidence as may be reasonably required to support the up-to-date cost estimate for the Primary School.
- 2.3 The County Council covenants with the Owners to respond to a request made pursuant to paragraph 9.1 of Schedule Four within 20 Working Days and shall provide such evidence as may be reasonably required to support the up-to-date cost estimate for the works to which the Bognor Regis Cycle Route Contribution relates.

3 Reasonableness

- 3.1 Where the approval, satisfaction, agreement, confirmation or consent of the District Council or the County Council (or any officer thereof) is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent will not be unreasonably withheld or delayed.

4 Highway Agreement

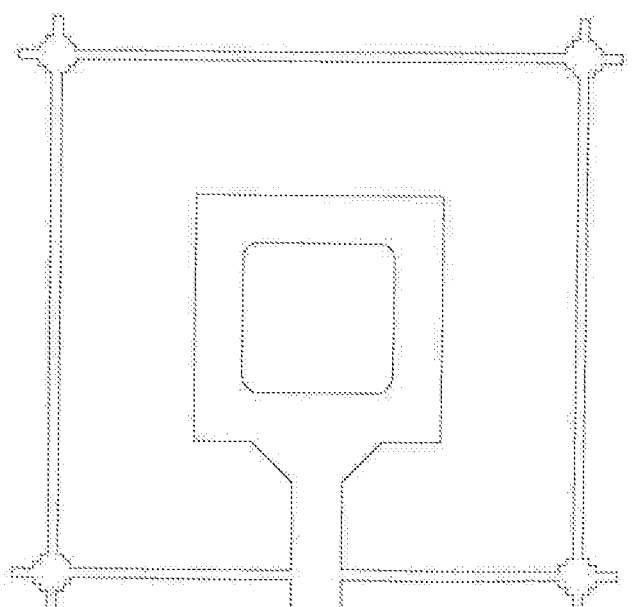
- 4.1 The County Council covenants with the Owners to comply with its obligations set out in paragraph 2.1 of Schedule One.

SCHEDULE SIX

THE PLANS

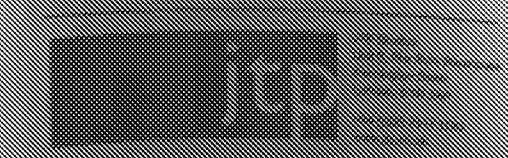
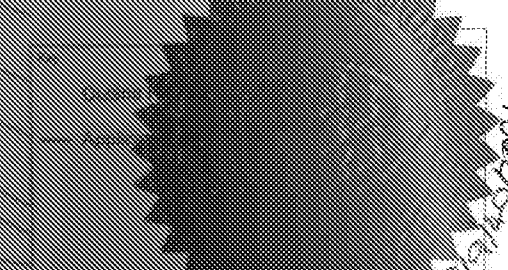
Plan	Description	Plan Reference
Plan 1	Location Plan	01304_S_08 Rev P1
Plan 2	Highways Plan	ITB14224-GA-001 Rev F

Path (un)
Drain
Chalcroft Nursery



Cemetery

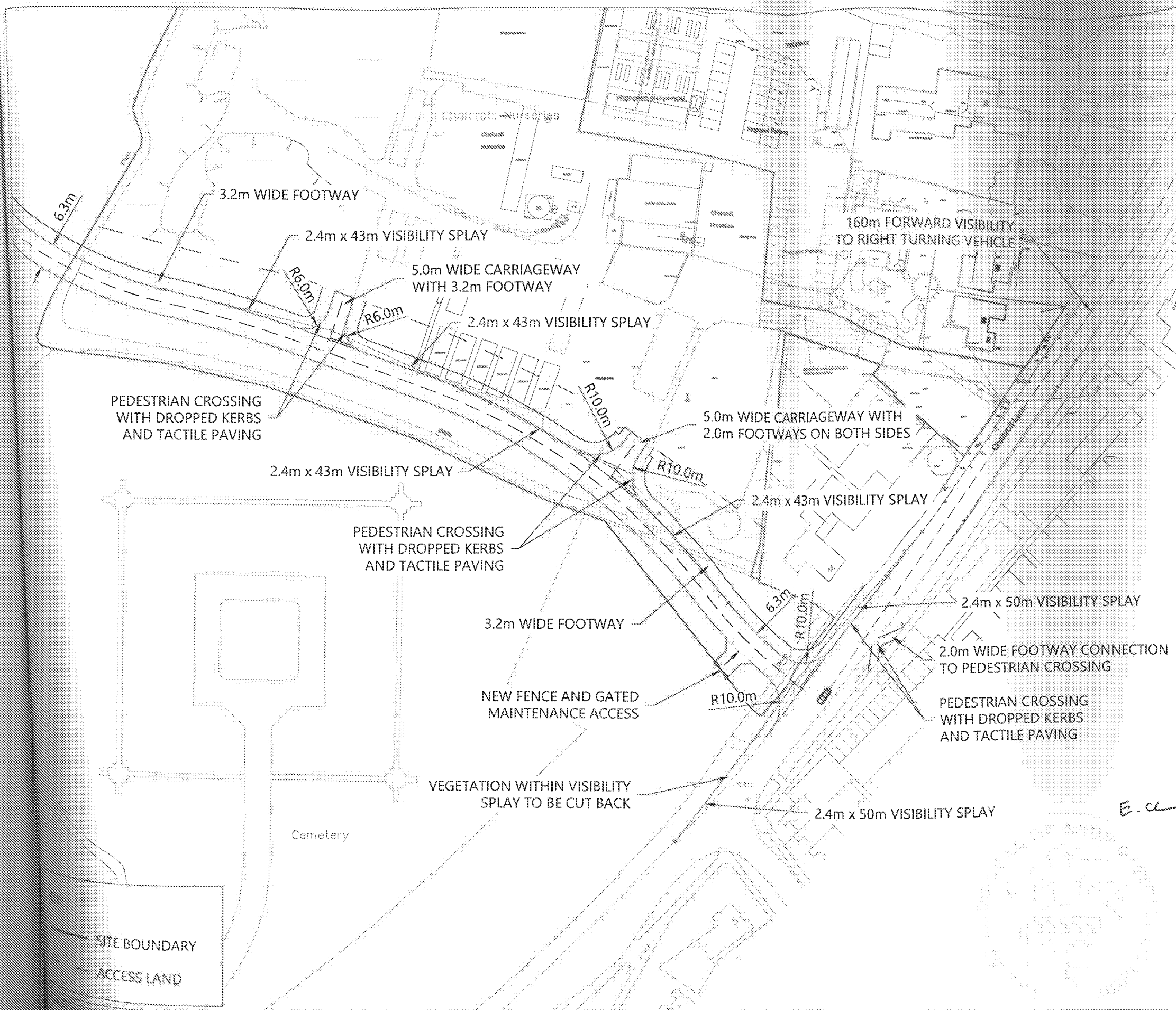
Notes:
1. The drawings are for information only and are not to be used for construction purposes.
2. The drawings are for information only and are not to be used for construction purposes.
3. The drawings are for information only and are not to be used for construction purposes.
4. The drawings are for information only and are not to be used for construction purposes.
5. The drawings are for information only and are not to be used for construction purposes.



Chalcroft Lane, West Berrard

Site Location Plan - 02





SITE BOUNDARY
ACCESS LAND

DRAWING ISSUED FOR FEASIBILITY CONSIDERATION AND PLANNING PURPOSES ONLY.
DRAWING NOT TO BE USED FOR CONSTRUCTION. I-TRANSPORT LLP ACCEPT NO RESPONSIBILITY
FOR ERRORS MADE BY OTHERS IN SCALING FROM THIS DRAWING. MEASUREMENTS SHOULD BE
TAKEN FROM FIGURED DIMENSIONS ONLY. CDM REQUIREMENTS CONSIDERED AT FEASIBILITY
STAGE ONLY. FURTHER CONSIDERATION REQUIRED BY DETAILED DESIGN TEAM.



Site Access Arrangement

TO	LAND WEST OF BASTED
FROM	LANDFORM ESTATE
DATE	05/04/20
BY	F

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

Planning Obligations: Explaining Contribution Calculations

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

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

Assessment of Additional Needs	1
Adults' Services	2
Education and Schools	2
Other Services for Children and Young People.....	3
Libraries.....	3
Fire and Rescue Services.....	4
Waste Management.....	6
Total Access Demand (TAD)	6

Assessment of Additional Needs

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

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

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

Exclusions and reductions are as follows.

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

Adults' Services

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

Education and Schools

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

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

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

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

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

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

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

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

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

Calculating Contributions

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

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

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

- Education Contributions = TPR x cost multiplier

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

- TPR = Number of year groups x ACP

Year groups are set out in the table below.

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

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

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

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

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

The cost multipliers are set out in the table below.

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

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

Other Services for Children and Young People

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

Libraries

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

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

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

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

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

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

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

Calculating Contributions

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

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

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

- Contributions = extra library space required x Cost Multiplier

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

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

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

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

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

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

Fire and Rescue Services

Fire Hydrants

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

supplies of water, in terms of both volume and pressure, may be sought either as planning conditions or possibly through a legal agreement.

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

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

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

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

Infrastructure

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

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

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

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

Calculating Contributions

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

- Fire and Rescue Contributions = Adjusted Population x Cost Multiplier

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

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

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

Waste Management

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

Total Access Demand (TAD)

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

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

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

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

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

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

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

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

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

* * *

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

Signature of Member:

Name of Member:

Signature of Witness:

Name of Witness:

Address of Witness:

Executed as a deed by)
ORCHARD ENTERPRISES (SOUTHERN))
LIMITED acting by a director in the presence of a)
witness:)

Signature of Director:

Name of Director:

Signature of Witness:

Name of Witness:

Address of Witness:

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

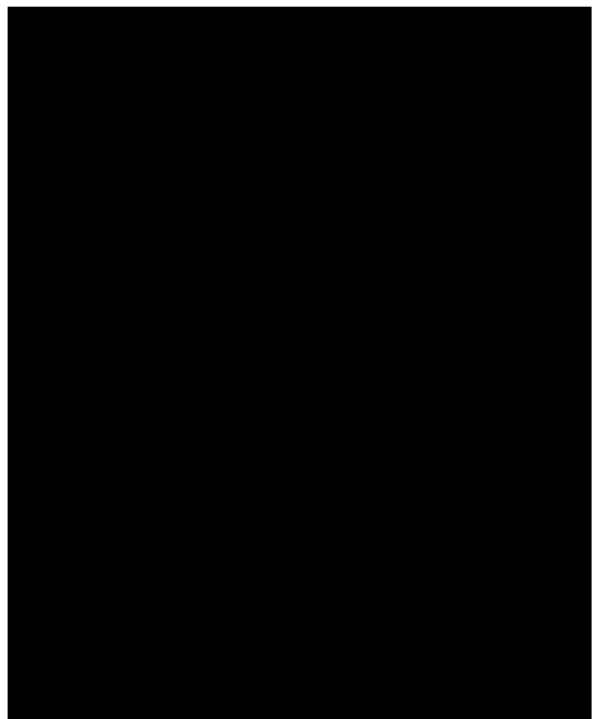
Signature of Director:

Name of Director:

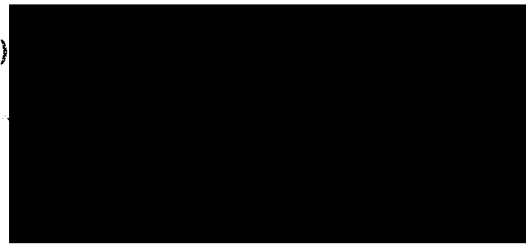
Signature of Witness:

Name of Witness:

Address of Witness:



Signed and Delivered as a deed)
for and on behalf of **NATIONAL WESTMINSTER**)
BANK PLC by a duly authorised Attorney)
in the presence of:- 



Witness Signature - Bank Employee

CREDIT DOCUMENTATION
6409201/MDG



Executed as a deed by affixing the common seal)
of **ARUN DISTRICT COUNCIL**)
in the presence of:)

Seal Number:

30/2021

Authorised Signatory:



Name of Authorised Signatory:

EDWARD C-NEW
PROPERTY LAWYER

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

Seal Number:

Authorised Signatory:

Name of Authorised Signatory:

