

Dated:

2021

CHALCROFT ASSOCIATES LLP (1)

and

CHALCRAFT DEVELOPMENTS LIMITED (2)

and

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

and

ANTHONY JOHN LALOR AND SUSAN CAROL LALOR (4)

and

LANDFORM BERSTED LIMITED (5)

and

NATIONAL WESTMINSTER BANK PLC (6)

and

ARUN DISTRICT COUNCIL (7)

and

WEST SUSSEX COUNTY COUNCIL (8)

PLANNING OBLIGATION AGREEMENT

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

THIS DEED is made on

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) **RODNEY MICHAEL WESTLAKE** and **ANNE ROSEMARY WESTLAKE** of Calthorpe House, Aldborough, Norwich, NR11 7EU, **JOHN RONALD HARNETT** of Manor Lodge, Willen Road, Milton Keynes Village, Milton Keynes, MK10 9AF and **DANIEL HARNETT** of 34 Joy Lane, Whitstable, CT5 4LT (the “**Third Owners**”);
- (4) **ANTHONY JOHN LALOR** and **SUSAN CAROL LALOR** of Marble Bridge Farm, Chichester Road, Sidlesham Common, Chichester, West Sussex, PO20 7PY (the “**Fourth Owners**”)

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

- (5) **LANDFORM BERSTED LIMITED** (Company Registration No. 09956033) whose registered office is at 2 London Wall Place, London, England, EC2Y 5AU (the “**Developer**”)
- (6) **NATIONAL WESTMINSTER BANK PLC** (Company Registration No. 00929027) whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA (the “**Mortgagee**”);
- (7) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton, BN17 5LF (the “**District Council**”);

AND

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

RECITALS

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

- G The Developer is the registered proprietor of a charge dated 22 December 2016 in respect of the part of the Land under title number WSX318828 and a charge dated 23 May 2016 in respect of the Land under title number WSX342061.
- H The Mortgagee is the registered proprietor of a charge dated 17 October 2017 in respect of the part of the Land under title number WSX318871.
- I The Developer submitted the Application to the District Council on 8 December 2020.
- J The District Council refused the Application on 1 April 2021.
- K The Developer submitted the Appeal on [14] May 2021.
- L The Land is situated within the Strategic Site. The site allocation and corresponding Policy H SP2a is clear in what the requirements are for developments that fall within the Strategic Site. The District Council and the County Council consider that if the Permission is granted pursuant to the Appeal then the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms.
- M 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);
"Appeal"	means the appeal submitted by the Developer on [14] May 2021 pursuant to section 78 of the Act in respect of the District Council's refusal of the Application and allocated reference [xxx];
"Application"	means the application for outline planning permission allocated reference number BE/148/20/OUT and refused by the District Council on 1 April 2021;
"BCIS Index"	means the All-in Tender Price Index published by the Building Cost Information Service Ltd provided that in the event that such index ceases to be published. the Owners, 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 2.1.1 of Schedule One; • Paragraphs 1.1, 1.2 and 1.3 of Schedule Two; • Paragraph 1.1 of Schedule Three • Paragraph 20 of Schedule Four; • Para 1.1.1 of Schedule Five and • Paragraph 1 of Schedule Six.]
"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 225 residential units with associated infrastructure, open space and vehicular and pedestrian access 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 Bus Improvements Contribution, 3G Pitch Contribution, the Playing Pitch Contribution, the Sports Hub Contributions, the Swimming Pool Contribution and the Public Art Contribution adjusted in accordance with the RPI by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Deed and whose numerator shall be the last published RPI monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure; and b) In the case of all the other Contributions save for those listed in (a) above, adjusted in accordance with the BCIS Index by multiplying in each case the payment due by a fraction whose denominator shall be the last BCIS monthly figure published before the date of this Deed and

	whose numerator shall be the last published BCIS Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure.
“Interest”	means interest at four (4) per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment);
“the Land”	means the land at Nursery Fields, Land to the North of Chalcraft Lane, West Bersted, PO21 5TS and as shown indicatively edged red on Plan 1 and (at the date of this Deed) registered at the Land Registry under title numbers WSX318871, WSX412609, WSX342061 and WSX318828;
“Occupation”	means occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly;
“Open Market Units”	means the Residential Units which are general market housing for sale on the open market and which are not Affordable Housing Units (as defined in Schedule Two);
“Phase”	means a phase of the Development as shown on the latest approved Phasing Plan;
“Phasing Plan”	means a plan be submitted to the District Council pursuant to a condition on the Planning Permission setting out the proposed phasing of the Development;
“Plan 1”	means the plan marked “1304_S_11_P1” showing the Land edged red and included within Schedule Seven of this Deed;
“Plan 2”	means the plan marked “Plan 2 – Access Road Phasing Plan – 1304_S_16_P4” indicatively showing the highways and access works to serve the Development and the location of the Adjoining Land (as defined in Schedule One) and included within Schedule Seven of this Deed;
“Plan 3”	means the plan marked ‘ITB14224-GA-009 Rev B’ showing the layout of the first section of the Access Road Phase 1 (as defined in Schedule One) that has been agreed with the County Council and included within Schedule Seven of this Deed;
“Permission”	means the outline planning permission granted by the Secretary of State pursuant to the Appeal;
“Reserved Matters Application”	means any application submitted pursuant to the Permission relating to scale, layout, appearance or landscaping as matters that have been reserved relating to the Development;
“Reserved Matters Approval”	means an approval of a Reserved Matters Application;
“Residential Units”	means individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate);

"RPI"	means the RPI All Items Index published by the Office for National Statistics (or any replacement body) provided that in the event that such index ceases to be published, the Owners, the District Council and the County Council shall agree a replacement index;
"Secretary of State"	means the Secretary of State for Housing, Communities and Local Government and any planning inspector appointed to act on his behalf;
"Statutory Undertakers"	means organisations licensed by the government which include all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies;
"Strategic Site"	means the strategic site known as 'SD3 West of Bersted site' within the District Council's adopted Local Plan
"Working Day(s)"	means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions.
- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.9 Any reference in this Deed to a requirement for an approval from one of the parties shall be deemed to be a reference to an approval in writing.

3 STATUTORY AUTHORITY

- 3.1 This Deed is made pursuant to Section 106 of the Act and the other Enabling Powers.

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

4 EFFECT OF THE DEED

- 4.1 This Deed and its clauses and paragraphs herein shall take effect on the day and year first before written PROVIDED THAT the Commencement Obligations will not take effect until the Permission has been granted and 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 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 [Five] (inclusive).
- 5.2 The District Council and the County Council covenant with the Owners that they will observe and perform the obligations on its part contained in Schedule [Six].

6 RELEASE AND LAPSE

- 6.1 An Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its interests in the Land or the relevant part of it to which a particular obligation relates.
- 6.2 This Deed shall lapse and be of no further effect if:
- 6.2.1 the Appeal is refused by the Secretary of State such that the Planning Permission is not granted; or
 - 6.2.2 the Permission shall lapse without having been implemented in accordance with section 56(4) of the Act; or
 - 6.2.3 the Permission shall be varied or revoked other than with the consent of the Owners; or
 - 6.2.4 the Permission is quashed following a successful legal challenge.
- 6.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.4 This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.
- 6.5 This Deed shall not be enforceable against any owners or occupiers of an individual Residential 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 save in respect of such parts of the Land as may be unregistered.

10 SEVERABILITY

- 10.1 If any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.
- 10.2 In the event that the Secretary of State expressly states in his formal decision on the Appeal that any of the obligations, covenants or undertakings in this Deed do not satisfy Regulation 122 of the Community Infrastructure Levy Regulations 2010 or are otherwise not required the relevant provisions of this Deed shall be deemed to be deleted and the remainder of this Deed shall continue in full force and effect.

11 THE COUNCILS' 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 50 of the Open Market Units within five Working Days of it occurring;
- 13.1.4 notify the District Council in writing of the date of Occupation for the first time of 100 of the Open Market Units within five Working Days of it occurring;
- 13.1.5 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, 13.1.3 or 13.1.4.

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/148/20/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;
 - 14.1.4 on the Developer at the address detailed above or as notified by the Developer in writing to the District Council and the County Council; and
 - 14.1.5 on the Mortgagee at the address as detailed above or as notified by the Mortgagee in writing to the District Council and the County Council.

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 Developer and the Mortgagee) from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates.

19 NOTIFICATION OF SUCCESSORS IN TITLE

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

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

“Access Road”	means a scheme of works to provide access to the Land from Chalcraft Lane as indicatively shown running from point E to point G on Plan 2 and including the approved works shown on Plan 3;
“Access Road Phase 1”	means that part of the Access Road indicatively shown running from point E to point F on Plan 2;
“Access Road Phase 1 Highway Agreement”	means an agreement entered into pursuant to section 38 and/or section 278 of the Highways Act 1980 providing for the adoption of Access Road Phase 1 as highway maintainable at the public expense;
“Access Road Phase 2”	means that part of the Access Road indicatively shown running from point F to point G on Plan 2 and which connects to the Access Road Phase 1;
“Access Road Phase 2 Highway Agreement”	means an agreement entered into pursuant to section 38 of the Highways Act 1980 providing for the adoption of Access Road Phase 2 as highway maintainable at the public expense;
“Adjoining Land”	means the land shown for indicative purposes hatched blue and falling outside the Land on Plan 2 forming part of allocation SD3 under Policy H SP2a of the Arun Local Plan 2011-2031 adopted by the District Council in July 2018
“Completion Certificate Standard”	means in the case of the Access Road Phase 1, Access Road Phase 2, the PRoW Phase 1 Scheme of Works or the PRoW Phase 2 Scheme of Works (as applicable), completion to the reasonable satisfaction of the County Council (but excluding any applicable maintenance period) as evidenced by the issue of a certificate of completion by the County Council pursuant to the Access Road Phase 1 Highway Agreement, Access Road Phase 2 Highway Agreement, the PRoW Phase 1 Agreement or the PRoW Phase 2 Agreement (as applicable);
“Final Certificate”	means the certificate to be issued by the County Council pursuant to the Access Road Phase 1 Highway Agreement, the Access Road Phase 2 Highway Agreement, the PRoW Phase 1 Agreement or the PRoW Phase 2 Agreement (as applicable) confirming that the Access Road Phase 1, Access Road Phase 2, PRoW Phase 1 Scheme of Works or PRoW Phase 2 Scheme of Works (as applicable) have been fully completed and adopted as part of the highway maintainable at the public expense;
“PRoW Phase 1 Agreement”	means an agreement entered into pursuant to section 38 and/or section 278 of the Highways Act 1980 and/or any other applicable statutory powers which provides for the carrying out of the PRoW Phase 1 Scheme of Works;
“PRoW Phase 1 Scheme of Works”	means a scheme of improvement works to public right of way FP136 between point D to point F indicatively marked on Plan 2 and which shall include (unless otherwise agreed with the County Council): (a) a 2 metre wide sealed surface footway from point D to point B; (b) a 4 metre wide sealed surface footway/cycleway from point B to point F; and (c) where physical constraints exist (e.g. tree protection areas), the existing public right of way shall be retained as is or return to grass and an alternative sealed surface route alignment provided;

“PRoW Phase 2 Agreement”	means an agreement entered into pursuant to section 38 and/or section 278 of the Highways Act 1980 and/or any other applicable statutory powers which provides for the carrying out of the PRoW Phase 2 Scheme of Works;
“PRoW Phase 2 Scheme of Works”	means a scheme of improvement works to public right of way FP136 between point F to point C indicatively marked on Plan 2 and which shall include (unless otherwise agreed with the County Council): (a) a 4 metre wide sealed surface footway/cycleway; and (b) where physical constraints exist (e.g. tree protection areas), the existing public right of way shall be retained as is or return to grass and an alternative sealed surface route alignment provided;
“Reserved Land”	means the land reserved for potential future vehicular access to the Adjoining Land from the Access Road Phase 2 in the location shown indicatively marked G on Plan 2 and which shall be more particularly identified on the Reserved Land Plan submitted by the Owners pursuant to paragraph 3.1 and approved by the County Council pursuant to paragraph 3.1.1;
“Reserved Land Notice”	means a written notice to be served on the Owners by the County Council confirming that all or part of the Reserved Land is required for road works associated with the Adjoining Land and requiring the Owners to transfer the freehold interest in the Reserved Land to the County Council provided that in the event that the County Council only requires part of the Reserved Land it shall include a plan with the notice indicating the extent of the Reserved Land required to be transferred;
“Reserved Land Plan”	means a plan identifying the specific extent of the Reserved Land having due and proper regard to the design and layout of the Access Road Phase 2 with the intention of enabling a potential future vehicular access from the Access Road Phase 2 to the boundary of the Land with the Adjoining Land; and
“Reserved Land Transfer”	means a transfer to the County Council of the freehold interest in the Reserved Land (or part thereof if applicable pursuant to the terms of the Reserved Land Notice) in substantially the form appended to this Deed at Appendix 2 <i>[PM Note: A draft will be provided shortly]</i> and which provides that: (a) the permitted use of the Reserved Land shall be limited to use as a road with cycleway and footway; (b) the transfer of the land for £1 consideration; and (c) the Owners and Occupiers of the Development shall be entitled to freely use any road, cycleway and footway constructed on the Reserved Land at all times and at no charge pending adoption of such road, cycleway and footway as highway maintainable at the public expense.

OBLIGATION

1. Access Road Phase 1

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

- 1.1.1 to construct the Access Road Phase 1 and make it available for use by Occupiers of and visitors to the Development prior to first Occupation of any Residential Units;

- 1.1.2 to maintain and keep the Access Road Phase 1 in good repair until such time as the Access Road Phase 1 is adopted by the County Council as highway maintainable at the public expense;
 - 1.1.3 to offer the Access Road Phase 1 for adoption by the County Council prior to first Occupation of more than 50 Residential Units and to use reasonable endeavours to enter into the Access Road Phase 1 Highway Agreement as soon as reasonably practicable thereafter in the event that the County Council agrees to adopt the Access Road Phase 1; and
 - 1.1.4 in the event that the Access Road Phase 1 Highway Agreement is entered into, to use reasonable endeavours to carry out such necessary works as may be required to secure the issue of the Final Certificate in respect of the Access Road Phase 1 as soon as reasonably practicable after the date upon which the Access Road Phase 1 Highway Agreement is entered into.
- 1.2. The County Council covenants with the Owners that in the event that an Access Road Phase 1 Highway Agreement has been entered into:
- 1.2.1 the County Council will issue a certificate of completion in respect of the Access Road Phase 1 Highway Agreement as soon as reasonably practicable after the Access Road Phase 1 Works have reached the Completion Certificate Standard; and
 - 1.2.2 the County Council will issue a Final Certificate in respect of the Access Road Phase 1 as soon as reasonably practicable after the necessary works have been carried out pursuant to the Access Road Phase 1 Highway Agreement.

2. Access Road Phase 2

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

- 2.1.1 to construct the Access Road Phase 2 and make it available for use by Occupiers of and visitors to the Development prior to first Occupation of more than 100 Residential Units and not to permit Occupation of more than 100 Residential Units until the Access Road Phase 2 has been constructed and made available;
 - 2.1.2 to maintain and keep the Access Road Phase 2 in good repair until such time as the Access Road Phase 2 is adopted by the County Council as highway maintainable at the public expense;
 - 2.1.3 to offer the Access Road Phase 2 for adoption by the County Council prior to first Occupation of more than 150 Residential Units and to use reasonable endeavours to enter into the Access Road Phase 2 Highway Agreement as soon as reasonably practicable thereafter in the event that the County Council agrees to adopt the Access Road Phase 2; and
 - 2.1.4 in the event that the Access Road Phase 2 Highway Agreement is entered into, to use reasonable endeavours to carry out such necessary works as may be required to secure the issue of the Final Certificate in respect of the Access Road Phase 2 as soon as reasonably practicable after the date upon which the Access Road Phase 2 Highway Agreement is entered into.
- 2.2. The County Council covenants with the Owners that in the event that an Access Road Phase 2 Highway Agreement has been entered into:
- 2.2.1 the County Council will issue a certificate of completion in respect of the Access Road Phase 2 Highway Agreement as soon as reasonably practicable after the Access Road Phase 2 Works have reached the Completion Certificate Standard; and
 - 2.2.2 the County Council will issue a Final Certificate in respect of the Access Road Phase 2 as soon as reasonably practicable after the necessary works have been carried out pursuant to the Access Road Phase 2 Highway Agreement.

3. Reserved Land

3.1. The Owners covenant with the County Council:

- 3.1.1 to submit to the County Council a Reserved Land Plan for approval at the same time as submission of any Reserved Matters Application which includes the Access Road Phase 2 and not to Occupy more than 150 Residential Units until the Reserved Land Plan has been approved by the County Council; and
- 3.1.2 to safeguard the Reserved Land as shown on the Reserved Land Plan approved by the County Council and shall not allow any building or structure to be erected on the Reserved Land for the life of the Development provided that this shall not prevent the Owners from carrying out soft landscaping to the Reserved Land.

3.2. In the event that:

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

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

- 3.3. In the event that the County Council serves the Reserved Land Notice upon the Owners pursuant to paragraph 3.2 above then the Owners shall as soon as reasonably practicable thereafter enter into the Reserved Land Transfer with the County Council.
- 3.4. In the event that only part of the Reserved Land is required to be transferred to the County Council pursuant to the Reserved Land Notice then following completion of such transfer any remaining Reserved Land shall be released from the obligations contained in this paragraph 3.
- 3.5. In the event that the Reserved Land (or part thereof) is transferred to the County Council then the County Council covenants with the Owners to thereafter use all reasonable endeavours to procure as soon as reasonably practicable thereafter:
 - 3.5.1 the construction and adoption of a road, cycleway and footway on the Reserved Land; and
 - 3.5.2 the construction and adoption of any connecting road within the Adjoining Land as highway maintainable at the public expense.

4. Public Right of Way Phase 1

4.1. The Owners covenant with the County Council:

- 4.1.1 to submit the PRow Phase 1 Scheme of Works to the County Council for approval prior to Commencement of Development and not to Commence the Development until

such time as the PRow Phase 1 Scheme of Works has been approved by the County Council;

- 4.1.2 to enter into the PRow Phase 1 Agreement with the County Council prior to Commencement of Development and not to Commence the Development until such time as the PRow Phase 1 Agreement has been entered into;
- 4.1.3 to complete the PRow Phase 1 Scheme of Works to Completion Certificate Standard in accordance with the PRow Phase 1 Agreement prior to Occupation of more than 100 Residential Units and not to Occupy nor permit Occupation of more than 100 Residential Units until the PRow Phase 1 Scheme of Works have been completed to Completion Certificate Standard;

4.2. The County Council covenants with the Owners:

- 4.2.1 to enter into the PRow Phase 1 Agreement as soon as reasonably practicable after approval of the PRow Phase 1 Scheme of Works so as not to unreasonably delay the Owners Commencing the Development;
- 4.2.2 to issue a certificate of completion in respect of the PRow Phase 1 Scheme of Works as soon as reasonably practicable after the PRow Phase 1 Scheme of Works have reached the Completion Certificate Standard so as not to unreasonably delay the Owners Commencing the Development; and
- 4.2.3 to issue a Final Certificate as soon as reasonably practicable after the necessary works have been carried out pursuant to the PRow Phase 1 Agreement.

5. Public Right of Way Phase 2

5.1. The Owners covenant with the County Council:

- 5.1.1 to submit the PRow Phase 2 Scheme of Works to the County Council prior to Occupation of more than 100 Residential Units and not to Occupy nor permit Occupation of more than 100 Residential Units until such time as the PRow Phase 2 Scheme of Works has been approved by the County Council;
- 5.1.2 to enter into the PRow Phase 2 Agreement with the County Council prior to Occupation of more than 100 Residential Units and not to Occupy nor permit Occupation of more than 100 Residential Units until such time as the PRow Phase 2 Agreement has been entered into; and
- 5.1.3 to complete the PRow Phase 2 Scheme of Works to Completion Certificate Standard in accordance with the PRow Phase 2 Agreement prior to Occupation of more than 150 Residential Units and not to Occupy nor permit Occupation of more than 150 Residential Units until such time as the PRow Scheme of Works has been completed to Completion Certificate Standard.

5.2. The County Council covenants with the Owners:

- 5.2.1 to enter into the PRow Phase 2 Agreement as soon as reasonably practicable after approval of the PRow Phase 2 Scheme of Works so as not to unreasonably delay the Owners Occupying the Development;
- 5.2.2 to issue a certificate of completion in respect of the PRow Phase 2 Scheme of Works as soon as reasonably practicable after the PRow Phase 2 Scheme of Works have reached the Completion Certificate Standard so as not to unreasonably delay the Owners Occupying the Development; and
- 5.2.3 to issue a Final Certificate as soon as reasonably practicable after the necessary works have been carried out pursuant to the PRow Phase 2 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 first or any subsequent 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 (h) the proposed phasing for delivery of the Affordable Housing Units and the approved Affordable Housing Programme may be amended or substituted from time to time provided that the District Council first agree to such amendment or substitution in writing.
“Affordable 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% of 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;
"HE"	means Homes England (or its successor in function from time to

	time);
“Local Housing Allowance Levels”	means the rental allowance rate for a property of the size and in the location of the relevant Affordable Rent Unit calculated by reference to the local housing allowance tables maintained by the Valuation Office Agency (or such equivalent means of calculation that may vary or replace it) as updated from time to time;
“Local Connection”	means the local connection as defined in the Arun District Council Allocations Policy;
“Market Rent”	means an assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming: (a) a willing landlord and a willing tenant; (b) an arm’s length transaction; (c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for the agreement of the rent and other letting terms, and for the completion of the letting; (d) that the lease terms are appropriate for a letting of the type and class of the subject property; (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion; and (f) that the terms of this Deed are disregarded;
“NPPF”	means the National Planning Policy Framework document published on 19 June 2019 and any subsequent revision or replacement of it together with any technical guidance and policy documents or circulars issued thereunder;
“Nominations Agreement”	means a nominations agreement between the HARP and the District Council affording the District Council nomination rights in respect of the relevant Affordable Rent Unit and to be in the form, or substantially in the form, to that which is appended at Appendix 2 of Schedule 2;
“Open Market Value”	means the open market value of the Affordable Housing Units with the benefit of the Permission but disregarding the fact that the Affordable Housing Units are constructed or are to be constructed for Affordable Housing purposes and assuming that there are no Affordable Housing restrictions thereon and further assuming that all the said units are private and available for sale on the open market and having regard to all other relevant circumstances;
“Protected Tenant”	means any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or (b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit; or (c) has been granted a Shared Ownership Lease by a HARP (or similar arrangement where a share of the Affordable

	Housing Unit is owned by the HARP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the HARP all the remaining shares so that the tenant owns the entire Affordable Housing Unit that is subject to the Shared Ownership Lease.
"Service Charge"	means the amount payable by the occupant of any Affordable Housing Unit for all communal services repairs maintenance improvements insurance of the building and curtilage plus estate management costs and ground rent to the extent that the costs have been reasonably incurred and remain at a reasonable level that will remain affordable for occupants;
"Service Media"	means the sewers, drains, watercourses, pipes, cables, wires, channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;
"Services"	means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;
"Shared Ownership Lease"	means a lease substantially in a form approved or published by Homes England (formerly HCA) whereby the tenant having paid an initial premium calculated by reference to no more than 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 the first Reserved Matters Application that includes Residential Units an Affordable Housing Programme for approval by the District Council;
- 1.2. Not to submit the first Reserved Matters Application which includes Residential Units unless the Reserved Matters Application includes an 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 75% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Affordable Rent Units; and
 - 1.5.3 25% (rounded to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Shared Ownership Units.
- 1.6. To submit with each subsequent Reserved Matters Application that includes Residential Units an updated Affordable Housing Programme for approval by the District Council.

2. Delivery of Affordable Housing

- 2.1. Not to Occupy nor permit the Occupation of more than 50% (rounded to the nearest Open Market Unit) of the Open Market Units in a particular Phase until:
 - 2.1.1 50% of the Affordable Housing Units in that Phase (as shown in the approved Affordable Housing Programme) have been constructed; and
 - 2.1.2 the unencumbered freehold of the Affordable Housing Land upon which the Affordable Housing Units referred to in paragraph 2.1.1 are constructed has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation.
- 2.2. Not to Occupy nor permit the Occupation of more than 80% (rounded to the nearest Open Market Unit) of the Open Market Units in a particular Phase until:
 - 2.2.1 100% of the Affordable Housing Units in that Phase (as shown in the approved Affordable Housing Programme) have been constructed; and

2.2.2 the unencumbered freehold of the Affordable Housing Land upon which the Affordable Housing Units referred to in paragraph 2.2.1 are constructed has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation.

2.3. Each transfer to the HARP pursuant to paragraph 2.1.2 or 2.2.2 shall include:

2.3.1 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;

2.3.2 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

2.3.3 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

Appendix 2 Schedule 2

District Council's Precedent Nominations Agreement

THIS AGREEMENT OF NOMINATION RIGHTS is made on
BETWEEN

20[]

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

1. DEFINITIONS

In this Agreement :

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

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

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

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

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

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

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

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

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

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

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

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

2. ENABLING PROVISIONS

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

3. PROCEDURE

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

Initial Lets

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

Voids

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

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

Provision of information and alteration of lists

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

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

4 NOTICES

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

5 TRANSFERS TO OTHER REGISTERED PROVIDERS

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

6 MORTGAGEES IN POSSESSION

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

7 DISPUTES

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

8 COSTS

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

9 AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

SCHEDULE THREE

THE PLAY AREAS

DEFINITIONS

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

OBLIGATIONS

The Owners covenant with the District Council as follows: -

1. Play Areas

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

2 Management of the Play Areas

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

3 Step-in rights

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

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

SCHEDULE FOUR FINANCIAL CONTRIBUTIONS

DEFINITIONS

"3G Pitch Contribution"	means the sum of £[25,887.46] Index-Linked to be applied by the District Council towards provision and maintenance of a 3G pitch within the vicinity of the Development;
"3G Pitch Land Cost Contribution"	means the sum of £[16,470] Index-Linked to be applied by the District Council towards the value of the land on which a 3G pitch will be provided within the vicinity of the Development;
"A29/A259 Rowan Way Contribution"	means the sum of £[55,800] Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A29/A259 Rowan Way junction;
"A259 Felpham Relief Road Contribution"	means the sum of £[57,420] Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A259 Felpham Relief Road;
"A259 Oystercatcher Junction Contribution"	means the sum of £[90,000] Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures to the A259 Oystercatcher Junction;
"A29 Realignment Contribution"	means the sum of £[144,000] Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures as part of the A29 realignment;
"A259 Bognor Regis to Littlehampton Improvement Contribution"	means the sum of £[18,000] Index-Linked to be applied by the County Council to works to be carried out to upgrade the existing capacity and implement safety measures as part of the A259 corridor improvements between Bognor Regis and Littlehampton;
"Bognor Regis Town Centre Cycle Route Contribution"	means a sum to be applied by the County Council towards provision of a new 2km cycle route and/or wider pedestrian route improvements connecting the Development to Bognor Regis and calculated in accordance with the following formula: $A = B \times C$ Where: A = the Bognor Regis Town Centre Cycle Route Contribution B = the latest up-to-date estimate of the cost of carrying out the improvements provided by the County Council to the Owners following a request made pursuant to paragraph 10.1 of this schedule; and C = 0.09 or, in the event the matter is referred to Expert determination in accordance with a reference made pursuant to paragraph 10.2 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 Town Centre Cycle Route Contribution Provided That in any event the Bognor Regis Town Centre Cycle Route Contribution shall never be more than £[131,738.40] Index-Linked and Further Provided That if the Owners make no request pursuant

	to paragraph 10.1 of this schedule the Bognor Regis Town Centre Cycle Route Contribution shall be £131,738.40 Index Linked;															
"County Monitoring Fee"	means the sum of £[1,200] to be applied by the County Council towards the costs of monitoring the delivery of the obligations secured under this Deed;															
"Fire and Rescue Contribution"	means the sum to be calculated for Development with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units in a particular Phase applying the following formula: A = B x £15 (Index Linked) A = Fire and Rescue Contribution B = the estimated adjusted increase in population in the County generated by the Development calculated by applying the following estimated per household population for the Residential Units in a particular Phase as approved by the Reserved Matters Approval: <table><tr><th>Size of Residential Unit</th><th>Estimated per household population (House)</th><th>Estimated per household population (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> and applied by the County Council towards expansion of fire and rescue capacity which could be built infrastructure and/or investment in new technology/ equipment;	Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)	1 bed Residential Unit	1.5	1.3	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)														
1 bed Residential Unit	1.5	1.3														
2 bed Residential Unit	1.9	1.9														
3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														
"Healthcare Contribution"	means the sum of £[259,522] Index-Linked to be applied by the District Council towards the expansion of Grove House Surgery or a new doctors surgery to be operated by the NHS within the vicinity of the Development in order to serve the residents of the Development;															
"Highways Contributions"	means all of the following; a) Highways England Contribution; b) A29/A259 Rowan Way Contribution c) A259 Felpham Relief Road Contribution; d) A259 Oystercatcher Junction Contribution; e) A29 Realignment Contribution; and f) A259 Bognor Regis to Littlehampton Improvement Contribution.															
"Highways England Contribution"	means the sum of £[102,131] Index-Linked to be paid to the County Council for onward transmission to Highways England and applied by Highways England towards works to upgrade the existing capacity of the A27/B2145 Whyke Roundabout and A27/A259 Bognor Road Roundabout and implement safety measures;															
"Library Contribution"	means the sum of £[9,000] Index-Linked to be applied by the County Council towards new equipment for a new tier 7 library facility within the vicinity of the Development or towards the expansion of facilities at Bognor Regis Library;															
"Nursery Contribution"	means the sum of £[309,999.60] Index-Linked to be applied by the County Council towards the provision of child care nursery places to serve the residents of the Development;															
"Nursery Land Cost Contribution"	means the sum of £[5,400] 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 £[195,975] to be applied by the District Council towards measures to manage additional recreational impacts arising from the Development and which may directly or indirectly harm Pagham Harbour;
“Playing Pitch Contribution”	means the sum of £[15,622.22] Index-Linked to be applied by the District Council towards provision and maintenance of 2 grass playing pitches within the vicinity of the Development;
“Playing Pitch Land Cost Contribution”	means the sum of £[32,940] Index-Linked to be applied by the District Council towards the value of the land on which 2 grass playing pitches will be provided within the vicinity of the Development;
“Police Services Contribution”	means the sum of £[33,953.37] Index Linked to be applied by the County Council towards additional resourcing for policing within the vicinity of the Development including additional officers and support staff, additional premises and additional vehicles
“Primary School”	means the non-fee paying, all abilities state school for educating children between the ages of four and eleven with three forms of entry to be provided in the vicinity of the Development;
“Primary School Contribution”	means a sum to be applied by County Council towards the provision of the Primary School and calculated in accordance with the following formula: $A = B \times C$ Where: A = the Primary School Contribution B = the latest up-to-date estimate of the cost of providing the Primary School provided by the County Council to the Owners following a request made pursuant to paragraph 2.1 of this schedule; and C = 0.09 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 £[1,350,000] 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 £[1,350,000] Index Linked;
“Primary School Land Cost Contribution”	means the sum of £[62,280.00] Index-Linked to be paid to the District Council and held by them on behalf of the County Council towards the value of the land on which the Primary School will be provided;
“Public Art Contribution”	means the sum of £[28,125] Index-Linked to be applied by the District Council towards the commissioning of a public art project in the vicinity of the Development;
“Secondary School Contribution”	means the sum to be calculated for Development in accordance with reference to the Residential Units permitted by the Reserved Matters Approval for the Residential Units in a particular Phase applying the following formula:

	A = ACP x B A = Secondary School Contribution ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Residential Units in the relevant Phase (less any 1-bed Residential Units) as approved by the relevant Reserved Matters Approval for the Residential Units in that Phase. The following criteria are used to generate an additional child product: <table><tr><th>Size of Residential Unit</th><th>Estimated per household population (House)</th><th>Estimated per household population (Flat)</th></tr><tr><td>1 bed Residential Unit</td><td>0</td><td>0</td></tr><tr><td>2 bed Residential Unit</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed Residential Unit</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed Residential Unit</td><td>3.0</td><td>2.8</td></tr></table> Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1,000 population in each school year group for houses and 5 person per 1,000 population in each school year group for flats. There are five year groups for secondary education (years 7 to 11). 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 per household population (House)	Estimated per household population (Flat)	1 bed Residential Unit	0	0	2 bed Residential Unit	1.9	1.9	3 bed Residential Unit	2.5	2.4	4+ bed Residential Unit	3.0	2.8
Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)														
1 bed Residential Unit	0	0														
2 bed Residential Unit	1.9	1.9														
3 bed Residential Unit	2.5	2.4														
4+ bed Residential Unit	3.0	2.8														
"SEND Contribution"	means the sum of £[108,000] Index-Linked to be applied by the County Council towards the provision of special educational needs and disability facilities within the vicinity of the Development;															
"SEND Land Cost Contribution"	means the sum of £[5,310] Index-Linked to be paid to the District Council 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 in a particular Phase 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 relevant Phase (less any 1-bed Residential Units) as approved by the relevant Reserved Matters Approval for the Residential Units in that Phase. The following criteria are used to generate a child product: <table><tr><th>Size of Residential Unit</th><th>Estimated per household population (House)</th><th>Estimated per household population (Flat)</th></tr></table>	Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)												
Size of Residential Unit	Estimated per household population (House)	Estimated per household population (Flat)														

	1 bed Residential Unit	0	0
	2 bed Residential Unit	1.9	1.9
	3 bed Residential Unit	2.5	2.4
	4+ bed Residential Unit	3.0	2.8
	Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1,000 population in each school year group for houses and 5 persons per 1,000 population in each school year group for flats. 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 of Bersted through the application of the Sports Hub Contributions;		
"Sports Hub: Ancillary Facilities Contribution"	means the sum of £[112,562] Index-Linked to be applied by the District Council towards the provision of new ancillary facilities within the Sports Hub at West of Bersted or to the provision of ancillary sports pitch facilities within the District;		
"Sports Hub: Community Centre Contribution"	means the sum of £[225,000] Index-Linked to be applied by the District Council towards the provision of a new community centre within the Sports Hub at West of Bersted or to the provision of community facilities within the District;		
"Sports Hub: Health & Fitness Contribution"	means the sum of £[27,720] Index-Linked to be applied by the District Council towards the provision of new health and fitness facilities within the Sports Hub at West of Bersted or to the provision of health and fitness facilities within the District;		
"Sports Hub: Sports Hall Contribution"	means the sum of £[89,093.25] Index-Linked to be applied by the District Council towards the provision of a new sports hall/flexible activity space facilities within the Sports Hub at West of Bersted or to the provision of sports halls/flexible activity space within the District;		
"Sports Hub Contributions"	means all of the following; a) Sports Hub: Ancillary Facilities Contribution; b) Sports Hub: Community Centre Contribution; c) Sports Hub: Health & Fitness Contribution; d) Sports Hub: Land Costs Contribution; and e) Sports Hub: Sports Hall Contribution.		
"Sports Hub: Land Costs Contribution"	means the sum of £[2,601] Index-Linked to be applied by the District Council towards the value of the land on which the Sports Hub will be provided or towards the value of providing the facilities and services to which the Sports Hub Contributions relate within the vicinity of the Development;		

"Swimming Pools Contribution"	means the sum of £[91,169.19] Index-Linked to be applied by the District Council towards indoor swimming pool provision at the new leisure centre in the west of the District or expansion of existing indoor swimming pools in the District;
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OBLIGATIONS

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

1. Nursery

1.1. To pay the County Council:

- 1.1.1 50% of the Nursery Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Nursery Contribution; and
- 1.1.2 the remaining 50% of the Nursery Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Nursery Contribution.

1.2. To pay to the District Council:

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

2. Primary School

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

2.2. 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 supplied by the County Council pursuant to the request 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:

- 2.3.1 50% of the Primary School Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Primary School Contribution; and
- 2.3.2 the remaining 50% of the Primary School Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% the Primary School Contribution

2.4. To pay the District Council:

- 2.4.1 50% of the Primary School Land Cost Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the District Council 50% of the Primary School Land Cost Contribution;
- 2.4.2 the remaining 50% of the Primary School Land Cost Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the District Council 100% of the Primary School Land Cost Contribution.

3. Secondary School

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

4. Sixth Form College

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

5. SEND

- 5.1. To pay the County Council:

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

- 5.2. To pay to the District Council:

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

6. Library

- 6.1. To pay the County Council:

- 6.1.1 50% of the Library Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Library Contribution; and

- 6.1.2 the remaining 50% of the Library Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Library Contribution

7. Fire and Rescue

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

8. Police Services

- 8.1. To pay the County Council:

- 8.1.1 50% of the Police Services Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Police Services Contribution; and
- 8.1.2 the remaining 50% of the Police Services Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Police Services Contribution

9. Highways

- 9.1. To pay the County Council:

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

10. Bognor Regis Town Centre Cycle Route

- 10.1. The Owners may (but shall not be obligated to) at any time prior to Occupation of more than 80 of the Open Market Units serve notice on the County Council requesting confirmation of an up-to-date estimate of the cost of providing the cycle route to which the Bognor Regis Town Centre Cycle Route Contribution relates.
- 10.2. In the event that the Owners make a written request pursuant to paragraph 10.1 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 supplied by the County Council pursuant to a request 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.
- 10.3. To pay the County Council:
 - 10.3.1 50% of the Bognor Regis Town Centre Cycle Route Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Bognor Regis Town Centre Cycle Route Contribution; and

- 10.3.2 the remaining 50% of the Bognor Regis Town Centre Cycle Route Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Bognor Regis Town Centre Cycle Route Contribution

11. Healthcare

11.1. To pay the District Council:

- 11.1.1 50% of the Healthcare Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Healthcare Contribution; and
- 11.1.2 the remaining 50% of the Healthcare Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Healthcare Contribution

12. 3G Pitch Provision

12.1. To pay the District Council:

- 12.1.1 50% of the 3G Pitch Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the 3G Pitch Contribution; and
- 12.1.2 the remaining 50% of the 3G Pitch Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the 3G Pitch Contribution

12.2. To pay the District Council:

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

13. Playing Pitch Provision

13.1. To pay the District Council:

- 13.1.1 50% of the Playing Pitch Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Playing Pitch Contribution; and
- 13.1.2 the remaining 50% of the Playing Pitch Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Playing Pitch Contribution

13.2. To pay the District Council:

- 13.2.1 50% of the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Playing Pitch Land Cost Contribution; and
- 13.2.2 the remaining 50% of the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Playing Pitch Land Cost Contribution

14. Sports Hub

14.1. To pay the District Council:

- 14.1.1 50% of the Sports Hub Contributions prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Sports Hub Contributions; and
- 14.1.2 the remaining 50% of the Sports Hub Contributions prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Sports Hub Contributions

15. Swimming Pools

15.1. To pay the District Council:

- 15.1.1 50% of the Swimming Pools Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Swimming Pools Contribution; and
- 15.1.2 the remaining 50% of the Swimming Pools Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Swimming Pools Contribution

16. Public Art

16.1. To pay the District Council:

- 16.1.1 50% of the Public Art Contribution prior to Occupation for the first time of more than 50 of the Open Market Units and the Owners may not Occupy more than 50 of the Open Market Units until they have paid the County Council 50% of the Public Art Contribution; and
- 16.1.2 the remaining 50% of the Public Art Contribution prior to Occupation for the first time of more than 100 of the Open Market Units and the Owners may not Occupy more than 100 of the Open Market Units until they have paid the County Council 100% of the Public Art Contribution

17. Pagham Harbour SPA

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

18. Monitoring Fee

- 18.1. To pay the Monitoring Fee to the District Council prior to Commencement of the Development and the Owners must not Commence the Development until the Monitoring Fee has been paid.

- 18.2. To pay to the County Council Monitoring Fee to the County Council prior to Commencement of the Development and the Owners must not Commence the Development until the County Council Monitoring Fee has been paid.

SCHEDULE FIVE

SELF-BUILD HOUSEBUILDING

DEFINITIONS

"Self-Build Housebuilding"	means self-build and custom housebuilding as defined in section 1 of the Self-Build and Custom Housebuilding Act 2015
"Self-Build Housebuilding Plots"	means plots within the Development which comprise not less than 5% of the total Residential Units and which are identified in the Self-Build Housebuilding Strategy as being available for Self-Build Housebuilding to people on the Self-Build Housebuilding Register;
"Self-Build Housebuilding Register"	means the District Council's register of people interested in acquiring land for Self-Build Housebuilding maintained pursuant to section 1 of the Self-Build and Custom Housebuilding Act 2015; and
"Self-Build Housebuilding Strategy"	means a strategy setting out how the Developer will market and make available the Self-Build Housebuilding Plots in a particular Phase to people on the Self-Build Housebuilding Register for the purposes of Self-Build Housebuilding in accordance with the Self-Build and Custom Housebuilding Act 2015 and Self-Build and Custom Housebuilding Regulations 2016 and which shall include a plan showing the location of the Self-Build Housebuilding Plots

OBLIGATIONS

1. Self-Build Housebuilding Plan

1.1. The Owner covenants:

- 1.1.1 to submit a Self-Build Housebuilding Strategy to the District Council as part of the any Reserved Matters Application identifying the specific location of the Self-Build Housebuilding Plots for the part of the Development to which the Reserved Matters Application relates and the indicative location of the Self-Build Housebuilding Plots in any part of the Development which is not (and has not previously been) the subject of a Reserved Matters Application;
- 1.1.2 not to Commence Development in a particular Phase until the Self-Build Housebuilding Strategy for that Phase has been approved by the District Council; and
- 1.1.3 to market and make available the Self-Build Housebuilding Plots in a particular Phase to people on the Self-Build Housebuilding Register in accordance with the approved Self-Build Housebuilding Strategy for that Phase and not to allow the Self-Build Housebuilding Plots in that Phase to be used other than in accordance with the approved Self-Build Housebuilding Strategy for that Phase for the life of the Development unless otherwise agreed by the District Council.

SCHEDULE SIX
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 10.1 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 Town Centre 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 Highways

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

SCHEDULE SEVEN

THE PLANS

Plan	Description	Plan Reference
Plan 1	Location Plan	1304_S_11_P1
Plan 2	Access Road, PRow and Adjoining Land Plan	1304_S_16_P4
Plan 3	Plan showing approved part of Access Road Phase 1	ITB14224-GA-009B

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

Appendix 2
Reserved Land Transfer

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:
.....
.....

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

Signature of Attorney:

Name of Attorney:

Signature of Witness:

Name of Witness:

Address of Witness:
.....
.....

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

Seal Number:

Authorised Signatory:

Name of Authorised Signatory:

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:

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

.....
Signature

.....
Full Name (Witness)

.....
.....
.....

Address

.....
Signature of Witness

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

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Signature

.....
Full Name (Witness)

.....
.....
.....

Address

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Signature of Witness

Executed as a Deed by **JOHN RONALD HARNETT** in the presence of

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Signature

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Full Name (Witness)

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Address

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Signature of Witness

Executed as a Deed by **DANIEL HARNETT** in the presence of

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Signature

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Full Name (Witness)

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Address

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Signature of Witness

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

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Signature

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Full Name (Witness)

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Address

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Signature of Witness

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

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Signature

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Full Name (Witness)

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Address

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Signature of Witness