

1. **THIS DEED** is by undertaking and is dated the 3rd day of *NOVEMBER* 2013 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("the Act") and is made in favour of Arun District Council by whom it shall be enforceable either jointly or severally

2. **PARTIES**

Owners: William Nonus Michael Holding of Sunseeker 34 Cowdray Drive Goring by Sea BN12 4LJ and Harold Ramsey Holding of 7 Allee du Moulin a Vent 77184 Emerainville France

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

3. **DEFINITIONS**

Land: The Land comprised in Titles Numbered WSX324908 and WSX295664 being collectively land at 256 and at the rear of 258 and 260 Chichester Road Berstead Bognor Regis West Sussex shown edged red on the attached plan

Application: The application for Planning Permission for the Development submitted by the Owner to ADC under reference number

Development: The erection of one dwelling on the Land under the reference BE/91/13

4. **BACKGROUND**

- 4.1 The Owner is the freehold owner of the Land
- 4.2 ADC is the local planning authority for the purposes of this deed for the area within which the Land is situated
- 4.3 The Owner has made the Application to ADC for Planning Permission for the Development
- 4.4 ADC is minded to grant the Application subject to the making of the payments specified in this Deed which are required under the Act and Planning Policy
- Guidance to mitigate any ill effects of the Development

5. **CONTRIBUTIONS PAYABLE**

- 5.1 The Owner undertakes with ADC to pay to ADC the amounts hereinafter mentioned at the time and for the purposes hereinafter mentioned that is to say:

Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
On or before commencement of any part of the Development District for the purposes of the Planning Permission	£2,208.00	Affordable Housing through the whole of the Arun Child Play Areas for the area serving the Development Child Play Equipment for the area serving the Development

6. LEGAL AND MONITORING COST

6.1 The Owner undertakes with ADC to:-

- [a] pay in addition to the above Contributions
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of This Deed	£450	ADC Legal fees
ADC	On commencement of the Development for the Purposes of the Planning Permission	£200	ADC Monitoring of compliance with the Deed

6.2 For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum of £15,000 which ever shall be the larger

6.3 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. INDEX-LINKING

The Owner undertakes to ADC that any sums payable by the Owner under this agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{100}$$

D

Where:

- A is the sum actually payable on the Specified Date/Payment Date
- B is the original sum mentioned in this deed
- C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
- D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this deed
- $\frac{C}{D}$ is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified/Payment Date is more than 6 months after the date of this undertaking

8. INTEREST ON PAYMENT

The Owner undertakes with ADC to pay interest on sums due to ADC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time

9. PAYMENT NOTICE

All payment due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2

10. GENERAL

- 10.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC
- 10.2 This Deed does not restrict or fetter the statutory powers of ADC
- 10.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or

severally

- 10.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999
- 10.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time
- 10.6 This Deed is a Local Land Charge and shall be registered as such
- 10.7 This Deed will take effect on the grant of Planning Permission for the Development

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing

Pursuant to Clause 4.2 in Planning Obligation Described Below

START DATE:

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation

Failure to use this form may mean problems with acknowledgement of payment and may prejudice your ability to prove compliance with the planning obligation

If ADC is Payee:

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

If WSCC is Payee:

County Planning Officer
West Sussex County Council
County Hall
Chichester
West Sussex
PO19 1RQ
DX 30330 Chichester

Please answer all the questions. It may

1. Payment to be made by/on behalf of
2. Land at
3. Agreement dated
4. Planning application reference number [*where applicable*]
5. Obligation in Agreement
 - [a] Clause No.
 - [b] Contribution towards
 - [c] Amount of contribution
 - [d] Date upon which contribution is due
 - [e] Amount of contribution enclosed
 - [f] Amount of monitoring sum

SIGNED as a Deed by
WILLIAM NONUS MICHAEL HOLDING
In the presence of:

Witness...

W27.WSS

Full Name.....JOHN TUFFELL
Address.....416 ALDSWORTH HAVEN
WORTHING
Occupation.....CLERK

SIGNED as a Deed by
HAROLD RAMSEY HOL
In the presence of:

Witness.....

Full Name.....VALERY BERRY GRIFF
Address.....2 rue Danton
99 164 Emericville
Occupation.....Surveyor

