

Dated:

15th September 2026

Arun District Council (1)

and

West Sussex County Council (2)

and

Metis Homes Limited (3)

and

National Westminster Bank PLC (4)

Deed Of Variation To Planning Obligation 20 December 2024

Planning Reference BN/38/24/PL

Relating To: Land to the rear of the Croft Surgery, Barnham Road, Eastergate, PO20 3RP.

Reference: EMF.122017.0006

This Deed Is Dated 15th September 2026

Parties

- (1) **METIS HOMES LIMITED** incorporated and registered in England and Wales with company number 06428968 whose registered office is at Graham House, 7 Wyllyotts Place, Potters Bar, Hertfordshire, EN6 2JD ("**Developer**")
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton BN17 5LF ("**the Council**")
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester PO19 1RQ ("**the County Council**")
- (4) **NATIONAL WESTMINSTER BANK PLC** incorporated and registered in England and Wales with company number 929027 whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA and whose address for service is Credit Documentation, 1 Spinningfields Square Manchester M3 3AP ("**the Mortgagee**")

"the Parties"

BACKGROUND

- (A) For the purposes of this Deed of Variation (this 'Deed') and for the purposes of the 1990 Act, the Council and the County Council are the local planning authorities for the area within which the Site is located and the authorities who are entitled to enforce the obligations contained in the Original Agreement.
- (B) On 20 December 2024, the Council, the County Council, Ian Yule Buchanan, Richard Graham Paterson, Susan Louise Rose and Andrew David Bridger and Elberry Properties Limited entered into the Original Agreement in the respect of the Planning Permission to bind the Site.
- (C) Elberry Properties Limited purchased the Site from Ian Yule Buchanan, Richard Graham Paterson, Susan Louise Rose and Andrew David Bridger, the stated owner in the Original Agreement by way of transfer dated 17 December 2025.
- (D) The Developer purchased the Site from Elberry Properties Limited, the stated Developer in the Original Agreement by way of sub-sale transfer dated 17 December 2025.
- (E) The Developer is the freehold owner of the Site registered at HM Land Registry under title number WSX457045 free from any encumbrances that would prevent the Developer from entering into this Deed.
- (F) The First Mortgagee has a registered charge against number WSX457045 dated 19 November 2025 (entries C8 and C9 in the charges register).

- (G) The Developer and the Council have agreed to the variation of the affordable housing provisions contained in the Original Agreement and set out in this Deed with effect from the date of this Deed in relation to the Site.
- (H) The Developer and the County Council have agreed to the variation of the Secondary School Transport Contribution contained in the Original Agreement and set out in this Deed with effect from the date of this Deed in relation to the Site.
- (I) This Deed is made under s.106A of the 1990 Act and is supplement to the Original Agreement.
- (J) The Parties have agreed to vary the Original Agreement as set out in this Deed.

Agreed terms

1 Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Deed of Variation.

1990 Act: means the Town and Country Planning Act 1990 (as amended)

Affordable Housing Plan: means the plan attached to this Deed at Appendix 1.

Original Agreement: means an agreement made under Section 106 of the 1990 Act dated the 20 December 2024 between (1) the Council; (2) the County Council; (3) Ian Yule Buchanan, Richard Graham Paterson, Susan Louise Rose and Andrew David Bridger; and (4) Elberry Properties Limited relating to the Site

Planning Permission: Planning Permission BN/38/24/PL dated 24 December 2024.

Registered Provider: means a person who is a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008.

Site: means the freehold property at the rear of The Croft, Barnham Lane, Eastergate shown for identification purposes only edged red on the Plan within the Original Agreement.

Variation Date: the date of this Deed.

IT IS HEREBY AGREED

2. Terms defined in the Agreement

In this Deed, expressions defined in the Original Agreement and used in this Deed have the meaning set out in the Original Agreement unless otherwise defined. The rules of interpretation set out in the Original Agreement apply to this Deed.

3. Legal Basis

- 3.1 This Deed is supplemental to and varies the Original Agreement and is made pursuant to Sections 106 and 106A of the 1990 Act and the covenants and obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act enforceable by the Council and to the extent that any covenants and obligations in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers insofar as the said statutory provisions may be relevant to the enforcement of the obligations contained herein.
- 3.2 The covenants and obligations contained in this Deed are entered into by the Developer with the intention that they bind the interests held by the Developer in the Site and their successors in title.
- 3.3 The Developer warrants that they have full power to enter into this Deed and there is no other person save for as recited in this Deed whose consent is necessary to make this Deed binding on the Site.

4. Variation

- 4.1 With effect from the Variation Date, the parties agree to vary the Original Agreement as set out in this Deed in relation to the Site and shall thereafter be read and constructed accordingly.
- 4.2 Except as set out in clause 4.1, the Original Agreement shall continue in full force and effect in so far as it relates to the Site.
- 4.3 To the extent of any conflict between the terms of the Original Agreement and this Deed in relation to the Site, the terms of this Deed shall prevail.
- 4.4 This Deed shall forthwith be registered as a local land charge for the purposes of the Local Land Charges Act 1975

5. Mortgagee's consent

The Mortgagee consents to the completion of this Deed and acknowledge that from the date of this Deed the Site shall be bound by the terms of this Deed, as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Site.

6. Legal Costs

On completion of this Deed the Developer shall pay the Council's and the County Council's reasonable legal costs associated with the drafting, negotiation and completion of this Deed.

7. Governing law

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

8. Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

9. Counterparts

This Deed may be executed in any number of counterparts and by the Parties hereto in separate counterparts each of which when executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF this document has been executed and delivered as a deed on the date first stated above.

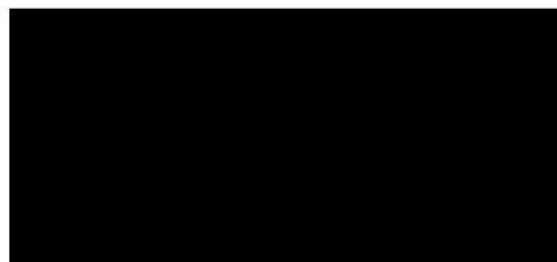
Executed as a Deed by
Metis Homes Limited
acting by a director
in the presence of:

Witness sign

Witness print name

Witness address

Witness occupation



Witness

RACHEL ROSTER...

41 DAKOTA WAY...

EASTLEIGH S20 5TY

ADMINISTRATOR

EXECUTED as a **Deed** when the seal of **ARUN DISTRICT COUNCIL**
was affixed to this document in
the presence of:

Authorised Signatory

EXECUTED as a **Deed** when the seal of **WEST SUSSEX**
COUNTY COUNCIL was affixed in
the presence of:



Authorised Signatory

Executed and delivered as a Deed
for and on behalf of
National Westminster Bank Plc
by a duly appointed attorney in
the presence of:

.....
[Redacted]
Witness' Signature - Bank Employee

...
[Redacted]
...
DOCUMENTOR
CREDIT DOCUMENTATION

REF '8 117991 / MD6

Schedule 1

Variations to the Original Agreement

The Parties agree that the Original Agreement shall be varied as follows:

1. VARIATIONS TO DEFINITIONS.

- 1.1 The definition of "**Affordable Housing**" shall be deleted in its entirety
- 1.2 The definition of "**Affordable Rent**" shall be deleted in its entirety
- 1.3 The definition of "**Affordable Rented Housing Units**" shall be deleted in its entirety
- 1.4 The definition of "**Alternative Affordable Housing Provider**" shall be deleted in its entirety
- 1.5 The definition of "**Affordable Housing Mix**" shall be deleted in its entirety
- 1.6 The definition of "**Intermediate Housing**" shall be deleted in its entirety
- 1.7 The definition of "**Intermediate Rent**" shall be deleted in its entirety
- 1.8 The definition of "**Registered Provider**" shall be deleted in its entirety
- 1.9 The definition of "**Secondary School Transport Contribution**" shall be deleted in its entirety
- 1.10 The definition of "**Secondary School Transport Methodology**" shall be deleted in its entirety
- 1.11 Part (b) of the definition of "Index" shall be amended and the date referred to therein that being "29th May 2024" shall be replaced with the date "14th July 2026"
- 1.12 The following definitions shall be added to clause 1.1 of the Original Agreement

"Affordable Dwelling" *a Dwelling built in accordance with the Planning Permission and which will be disposed of as Affordable Housing which for the purposes of this deed shall include Shared Equity Housing*

"Affordable Housing" *Means housing to include Shared Equity/Shared Ownership Units and First Homes within the meaning of the or any guidance which may supersede it*

"Affordable Housing Land" *the land shown coloured blue on the Affordable Housing Plan upon which the Affordable Dwellings are to be built*

"Affordable Housing Mix" means the housing mix for the Affordable Housing Units identified in the Affordable Housing Plan as follows:

(a) 4 Dwellings as identified shaded blue on the Affordable Housing Plan to comprise of Shared Equity Units and / or Shared Ownership Housing; and

(b) 2 First Homes as identified shaded purple on the Affordable Housing Plan

or such other mix that may be agreed by the Council

"Approved Provider" means any of:

a) a Registered Provider approved by the Council;

b) a provider of housing approved by the Council for the purposes of owning, maintaining and managing Affordable Housing (whether or not registered as a provider of social housing); or

c) Merlion Housing Association Limited (Company number 07451187)

which has been approved by the Council to provide Affordable Housing.

"Delivered" means the substantial completion of a Dwelling fitted out so that it is immediately available for residential occupation and "Deliver" shall be construed accordingly

"Dwelling" a unit of residential accommodation constructed pursuant to the Planning Permission and forming part of the Development for the sole use as a private residence of the occupier and "Dwellings" shall be construed accordingly

"Homes England" means the Homes and Communities Agency trading as Homes England of 50 Victoria Street, Westminster, London SW1H 0TL or its statutory successor

"Head of Housing and

Community Engagement" means the Council's Head of Housing and Community Engagement or similar post-holder carrying out the Council's housing functions

"Open Market Dwelling" A Dwelling forming part of the Development which is general market housing for sale on the open market and which is not an Affordable Dwelling;

"Secondary School

Transport Contribution"

means the sum of £59,528 (fifty nine thousand five hundred and twenty eight pounds) calculated in accordance with the Secondary School Transport Contribution Methodology which shall be paid to the County Council to be used towards school transport for the number of secondary aged children expected from the development, to an existing secondary school and which shall be split into the following:

- Secondary School Transport Contribution First Instalment £19,842.66 (nineteen thousand eight hundred and forty two pounds and sixty six pence) pounds where the factor G is 5 years
- Secondary School Transport Contribution Second Instalment £19,842.67 (nineteen thousand eight hundred and forty two pounds and sixty seven pence) pounds where the factor G is 5 years (or less depending on the number of years until the secondary school is provided)
- Secondary School Transport Contribution Third Instalment £19,842.67 (nineteen thousand eight hundred and forty two pounds and sixty seven pence) where the factor G is 6 years (or less depending on the number of years until the secondary school is provided);

"Secondary School

Transport Contribution

Methodology"

shall mean the method of calculation of the Secondary School Transport Contribution calculated by the County Council based on the current costs for transporting school aged children using

passenger transport, to the nearest secondary school with places available, based on £1419 per pupil, per year (for 2026/27 costs are revised annually in April).

The temporary costs to transport children to the nearest available or West Sussex catchment school with space is calculated by using the equation

$$A / B \times C = D \text{ and}$$

$$D \times (E \times G) \times F = \text{Secondary School Transport Contribution}$$

Where:

A – actual cost of transport per day in West Sussex for bus/coach travel to school, at the time of the signing of the legal agreement. Which for 2026/27 is £396 per day, with costs revised annually

B – coach capacity (53)

C - number of academic days in a year (190)

D - Cost per pupil per year (396 per day / 53 = £7.47 x 190 = £1419 per pupil per year for 2026/27; costs are reviewed annually in April)

E – number of children generated by the development aged 0-16

F – 5 years of Secondary Education

G – Number of years that school transport is provided being a total of 16 years but can be phased to allow for instalment payments of 5 years, 5 years and 6 years (or less depending on the number of years until the secondary school is provided at the time of the relevant review);

“Shared Equity Housing” Dwellings for sale on a shared equity scheme which meets the requirements as set out in Annex One

“Shared Equity Units” The units constructed pursuant to the Planning Permission and forming part of the Development

“Shared Ownership Housing” means housing which is provided on a shared equity arrangement provided by an Affordable Housing Provider by way of a Shared Ownership Lease granted to Eligible Households whose households whose income is less than £80,000 p.a

whereby the purchaser buys an initial share between 25% and 75% of the open market value of the Dwelling with rent paid on the unsold equity but at no higher cost than the Shared Equity Housing and the ability for the purchaser to subsequently purchase the remainder of the equity in the Dwelling and in accordance with the Council's policy as set out in its current Housing Strategy or such other housing allocations strategy as may replace it from time to time

2. DELETION OF ANNEXURES

- 2.1 Annexure Four of the Original Agreement shall be deleted

3. VARIATIONS TO EXISTING OBLIGATIONS

- 3.1 Clause 7.4 of the Original Agreement shall be deleted
- 3.2 A new Clause 7.4 shall be added as follows:

"7.4 The Owner agrees with the County Council that any sum payable by the Owner and referred to in the First Schedule shall be increased by the application of the following formula:

A = B x C is equal to or greater than 1

D

Where

A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index at the date the payment falls due

D is the BCIS Index at the date of consultation (14th July 2026)

And Indexation shall be construed accordingly;"

- 3.3 A new sub paragraph Part 1, paragraph 2.2 (e) of the Second Schedule shall be added as follows:

"2.2(e) any occupier/owner of Shared Equity Housing shall not be bound by the

provisions of this Schedule once they have fully discharged all shared equity charges secured against such Shared Equity Housing

3.4 Paragraph 1 of the First Schedule of the Original Agreement shall be deleted

3.5 A new paragraph 1 of the First Schedule shall be added as follows:

"1.

1.1 *that upon or before First Occupation of the 8th Open Market Dwelling the Owner shall pay to the County Council the Secondary School Transport First Instalment Index Linked; and*

1.2 *Five years after payment of the Secondary School Transport Contribution First Instalment, there shall be a review of whether the secondary school has been provided. If the secondary school has not been provided then the Owner shall pay the Secondary School Transport Contribution Second Instalment Index Linked to the County Council PROVIDED THAT should the review identify that the secondary school will be provided within less than five years, the Secondary School Transport Contribution Second Instalment shall be re-calculated in accordance with the Secondary School Transport Methodology, changing the factor G to the number of years until the secondary school is provided; and*

1.3 *Five years after payment of the Secondary School Transport Contribution Second Instalment (if applicable), there shall be a review of whether the secondary school has been provided. If the secondary school has not been provided then the Owner shall pay the Secondary School Transport Contribution Third Instalment Index Linked to the County Council PROVIDED THAT should the review identify that the secondary school will be provided within less than six years, the Secondary School Transport Contribution Third Instalment shall be re-calculated in accordance with the Secondary School Transport Methodology, changing the factor G to the number of years until the secondary school is provided.*

1.4 *It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Secondary School Transport Contribution"*

Annex

SHARED EQUITY SCHEME PARAMETERS

1. Prioritisation

- 1.1 The following is a typical approach to prioritisation, which may be adapted by agreement with the Council:
- 1.1.1 Council and housing association tenants who, by buying a property through an affordable housing scheme, would vacate their current home (if any)
 - 1.1.2 Applicant's registered on a council housing waiting list (if any)
 - 1.1.3 People with a demonstrated housing need (overcrowding, poor housing conditions, split families, medical reasons, harassment etc.)
 - 1.1.4 People with a substantial local connection
 - 1.1.5 Key workers as identified by the local authority
 - 1.1.6 People living with family or friends
 - 1.1.7 People renting in the private sector
 - 1.1.8 The Council will have the opportunity of approving all applicants for the scheme.

2. Financial eligibility

- 2.1 Applicants must have sufficient financial resources to meet the deposit, mortgage, rent and service charge requirements of the scheme.
- 2.3 Applicants' income (sole or joint) is not to exceed the maximum permitted by the Council at the time of allocation.
- 2.4 Applicants' savings and assets, access to those savings and assets and any income generated by them will be taken into account when assessing the applicants' financial eligibility for low cost home ownership.
- 2.5.1 Applicants will not normally be eligible if they have an interest in another property.

3. Shared equity scheme

- 3.1 The whole leasehold or freehold (as the case may be) of the affordable dwelling is transferred to the Buyer. On completion the Buyer pays up to 75% of the Market Value of the property, funded by savings and first-mortgage borrowing. The deferred payment of 25% (or other percentage being the balance of 100% of the open market value of the affordable dwelling) is secured by way of a second legal charge or legal charge