

Dated:

26 November

2021

**LANDACRE (EASTERGATE) LTD**

**and**

**ARUN DISTRICT COUNCIL**

**and**

**WEST SUSSEX COUNTY COUNCIL**

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**PLANNING OBLIGATION AGREEMENT**

pursuant to Section 106 of the Town and Country  
Planning Act 1990 and other powers relating to  
development of land at Warwick Nursery,  
Barnham Road, Eastergate, Bognor Regis, PO20  
3RT.

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

THIS DEED is made on

26 November 2021

**ENTERED INTO BY:**

- (1) **LANDACRE (EASTERGATE) LTD** of Stockers Farm, Salthill Road, Chichester PO19 3PY (the "Owner");
- (2) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton, BN17 5LF (the "District Council");

**AND**

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

**RECITALS**

- A The District Council is the 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 highways 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 Owner is the freehold owner of the part of the Land registered at the Land Registry under title number WSX403323.
- D The Land is situated within the strategic site known as 'Barnham, Eastergate, Westergate (BEW)' (the "Strategic Site") within the District Council's Local Plan. The site allocation and corresponding Policy H SP2c (SD5) set out the requirements for developments that fall within the Strategic Site and the District Council has reflected those requirements in the planning obligations secured under this Deed so that the Development contributes, proportionately, to the delivery of those requirements across the Strategic Site. This Deed also secures planning obligations which the District Council consider are necessary to make the Development acceptable in planning terms.
- E The Owner agrees 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" | means the Highways Act 1980;                               |
| "Act"      | means the Town and Country Planning Act 1990 (as amended); |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <b>"Application"</b>              | means the application for full planning permission allocated reference number BN/153/20/PL and validated by the District Council on 13 January 2021;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"BCIS Index"</b>               | 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 index which replaces it or is the nearest equivalent to it as agreed by the Owner, the District Council and the County Council;                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"CIL Regulations"</b>          | means the Community Infrastructure Levy Regulations 2010 as amended;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Commence"</b>                 | 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 or surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion, laying of services, erection of any temporary means of enclosure including fences and hoardings, site levelling or stripping, the temporary display of site notices or advertisements, shall not be included (and "Commencement" shall be construed accordingly); |
| <b>"Commencement Obligations"</b> | means the following obligations in the Schedules to this Deed: <ul style="list-style-type: none"> <li>(a) Paragraphs 1.1(a) of Schedule One;</li> <li>(b) Paragraph 1.1 of Schedule Two;</li> <li>(c) Paragraph 1.1 of Schedule Three;</li> <li>(d) Paragraph 1.1 of Schedule Four;</li> <li>(e) Paragraph 17 Schedule Five; and</li> <li>(f) Paragraphs 1 and 3 of Schedule Six;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Completed"</b>                | 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 highways 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 and "Completion" shall be construed accordingly;                                                                                                                                                                                                                          |
| <b>"Contributions"</b>            | means any one or number of the financial contributions required to be made pursuant to Schedule Five of this Deed;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| <b>"Development"</b>     | means the development on the Land consisting of 44 dwellings and associated infrastructure as permitted by the Permission;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Enabling Powers"</b> | means Section 111 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 Sections 38 and 278 of the 1980 Act 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;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>"Expert"</b>          | means a person with no less than 10 (ten) years' recent and relevant experience in the subject matter of the relevant dispute;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"Index-Linked"</b>    | <p>means:</p> <p>(a) in the case of the 3G Pitch Contribution, the Playing Pitch Contribution, the Sports Hub Contributions, the Swimming Pool Contribution and the Maintenance Contributions 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 (for clarity see formula example below) but which for the avoidance of doubt shall not fall below the original payment figure; and</p> <p>(b) in the case of all the 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 (for clarity see formula example below) but which for the avoidance of doubt shall not fall below the original payment figure.</p> <p>Example: Amount after indexation = <math>A \times B/C</math></p> <p>Where:</p> <p>A = the amount of the financial contribution as set out in this Deed;</p> <p>B = the last published figure of the relevant index available at the date on which the contribution is due to be paid; and</p> <p>C = the figure of the relevant index published before the date of this Deed;</p> |
| <b>"Interest"</b>        | means interest at four (4) per cent above the base lending rate of the Barclays Bank Plc;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| <b>"the Land"</b>              | means the land at Warwick Nursery, Barnham Road, Eastergate, Bognor Regis, PO20 3RT and as shown indicatively edged red on Plan 1 and (at the date of this Deed) registered at the Land Registry under title numbers WSX403323;                                                                                                            |
| <b>"Occupation"</b>            | 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 or use as temporary offices and "Occupy" and "Occupied" shall be construed accordingly; |
| <b>"Permission"</b>            | means the full planning permission granted by the District Council in respect of the Application, a draft substantially in the form of that which is contained at <b>Appendix 1</b> ;                                                                                                                                                      |
| <b>"Plan 1"</b>                | means the title plan (labelled Title number WSX403323) showing the Land edged red and included within Schedule Seven of this Deed;                                                                                                                                                                                                         |
| <b>"Plan 2"</b>                | means the plan marked "Legal Plan 2" indicatively showing the Highways Works, Internal Link and Junction Land and included within Schedule Seven of this Deed;                                                                                                                                                                             |
| <b>"Plan 3"</b>                | means the plan marked "Legal Plan 3" showing the Affordable Housing Land and included within Schedule Seven of this Deed;                                                                                                                                                                                                                  |
| <b>"Plan 4"</b>                | means the plan marked "Legal Plan 4" indicatively showing the Play Area and included within Schedule Seven of this Deed;                                                                                                                                                                                                                   |
| <b>"Plan 5"</b>                | means the plan marked "Legal Plan 5" indicatively showing the POS and included within Schedule Seven of this Deed;                                                                                                                                                                                                                         |
| <b>"Residential Units"</b>     | means the 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);                                                                                                                                                      |
| <b>"RPI"</b>                   | 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 index which replaces it or is the nearest equivalent to it as agreed by the Owner, the District Council and the County Council;                              |
| <b>"Statutory Undertakers"</b> | means all organisations licensed by the government to provide, electricity, gas, water, telephone, cable telephone and television and other telecommunication and other organisations so licensed to provide other utilities;                                                                                                              |
| <b>"Working Day(s)"</b>        | 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 interchangeably in that manner.
- 2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions.
- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

## **3 STATUTORY AUTHORITY**

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

## **4 EFFECT OF THE DEED**

- 4.1 Subject to clauses 4.2 and 6.2, this Deed and its clauses and paragraphs herein shall take effect on the day and year first before written save that all obligations contained in the Schedules to this Deed shall come into force as follows:
- 4.1.1 the Commencement Obligations shall come into effect on the date of the Permission; and
- 4.1.2 all remaining obligations and provisions shall come into effect on the Commencement of the Development.

- 4.2 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## **5 THE OWNER'S COVENANTS AND COUNCILS' COVENANTS**

- 5.1 The Owner covenants with the District Council and the County Council that it will observe and perform the obligations on its part contained in this Deed.
- 5.2 The District Council covenants with the Owner that it will observe and perform the obligations on its part contained in Schedule Six.
- 5.3 The County Council covenants with the Owner that it 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 breach relates.
- 6.2 This Deed shall lapse and be of no further effect if:
- 6.2.1 the Permission shall lapse without having been implemented in accordance with section 56(4) of the Act; or
  - 6.2.2 the Permission shall be varied or revoked or otherwise withdrawn other than with the consent of the Owner; or
  - 6.2.3 the Permission is quashed following a successful legal challenge.
- 6.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.4 This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.
- 6.5 This Deed shall not be enforceable against:
- 6.5.1 any freehold or leasehold purchaser or occupier or tenant of an Open Market Unit or their mortgagees, nor against those deriving title from them;
  - 6.5.2 any purchaser or occupier or their mortgagee of a Shared Ownership Unit save for paragraph 3 of Schedule Two, which provision shall remain enforceable against any such occupier or any subsequent purchaser from such an occupier until such time as they have Staircased (as defined in Schedule Two);
  - 6.5.3 any purchaser of an Intermediate Sale Unit or their mortgagee save for paragraph 5.2 of Schedule Two;
  - 6.5.4 any tenant or occupier of an Affordable Rent Unit or Intermediate Rent Unit; or
  - 6.5.5 any HARP or Chargee save in respect of Schedule Two.

## **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 Owner 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 Owner 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 Owner hereby warrants to the District Council and the County Council that no person other than the parties to this Deed has any legal interest in the Land.

## **10 SEVERABILITY**

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

## **11 THE COUNCIL'S COSTS**

- 11.1 The Owner covenants with the District Council that it 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 Owner covenants with the County Council that it 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 Owner covenants with the District Council and (where indicated) the County Council that it 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;
  - 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;
  - 13.1.3 notify the District Council and the County Council in writing of the date of Occupation for the first time of 75% of the Residential Units on the Development within five Working Days of it occurring; and
  - 13.1.4 pay to the District Council and the County Council upon written demand its reasonable and properly incurred fees for additional monitoring caused by the Owner's non-compliance with clauses 13.1.1, 13.1.2, or 13.1.3.

### **14 NOTICES**

- 14.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or (in the case of the District Council) by email in the following manner:
- 14.1.1 on the District Council at the address shown above or by email to [planning@arun.gov.uk](mailto:planning@arun.gov.uk) marked "for the attention of the Head of Development Management" and bearing the reference "BN/153/20/PL";
  - 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); and
  - 14.1.3 on the Owner at the addresses as detailed above or such address as is notified from time to time by the Owner in writing to the District Council and the County Council marked "for the attention of the Development Director" and bearing the reference "BN/153/20/PL".

### **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 Owner 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); or
  - 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 Owner under this Deed which is not paid on the due date shall be payable with Interest, calculated on a daily basis from the date on which it fell due until the actual date of payment.

## **18 MORTGAGEE CLAUSE**

- 18.1 Notwithstanding clause 3.2, no obligation in this Deed (save for the obligations set out in paragraph 7.1(d) of Schedule Two in relation to a Chargee) shall be binding on or enforceable against any chargee or 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 Owner covenants to the District Council and the County Council that it will give written notice to the District Council and the County Council in a reasonable timescale (which shall in any instance be not more than 10 Working Days) 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 21.11 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 of the Law Society 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 of the Law Society or next most senior officer available of the Law Society).
- 21.4 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.
- 21.5 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.
- 21.6 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 or within such longer period as the parties shall agree.
- 21.7 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.
- 21.8 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.
- 21.9 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).
- 21.10 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.
- 21.11 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.

**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

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <b>"Completion Certificate Standard"</b>    | means in the case of the Highways Works completion to the reasonable satisfaction of the County Council (but excluding any applicable maintenance period) as evidenced by the issue of a certificate of completion by the County Council pursuant to the Highways Agreement;                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Final Certificate"</b>                  | means the certificate to be issued by the County Council pursuant to the Highways Agreement confirming that the Highways Works have been fully completed and adopted as part of the highway maintainable at the public expense;                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>"Highways Agreement"</b>                 | means an agreement between the Owner and the County Council pursuant to section 38 and/or section 278 of the 1980 Act for the Highways Works;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Highways Works"</b>                     | means a scheme of works the scope of which is to be agreed between the Owner and the County Council in accordance with Plan 2 including securing the works to and dedication of the Internal Link (subject to paragraph 1.2 of this Schedule);                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Internal Link"</b>                      | means the land shown coloured brown on Plan 2 and which will be dedicated by the Owner pursuant to section 38 of the 1980 Act to form part of the highway (subject to paragraph 1.2 of this Schedule);                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Junction Land"</b>                      | means the land shown coloured blue on Plan 2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Non-Dedication Management Strategy"</b> | <p>means strategy for the management of the Internal Link if it is not dedicated as highway submitted to and approved by the District Council in accordance with paragraph 1.2 of this Schedule (as may be revised from time to time by agreement between the Owner and the District Council) which must include:</p> <ul style="list-style-type: none"> <li>(a) details of and specification for the required management and maintenance arrangements;</li> <li>(b) details of the management body responsible for maintenance;</li> <li>(c) details of the frequency of maintenance; and</li> <li>(d) repair and renewal arrangements;</li> </ul> |
| <b>"Permitted Closures"</b>                 | <p>means, subject always to obtaining appropriate licences and consents under the Highways Act 1980 to the extent that the Internal Link or Junction Land are public highway, permitted temporary closure of the Internal Link or Junction Land (or any parts of those) in the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) with the prior approval of the District Council and County Council, where they are satisfied temporary closure is necessary in the interests of public safety or is required for the purposes of</li> </ul>                                                                                  |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | <p>maintenance, repair, cleansing, renewal or resurfacing works;</p> <p>(b) with the prior approval of the District Council and County Council, temporary closure is necessary for the purposes of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services or for the purposes of a temporary construction compound) within the Land; or</p> <p>(c) temporary closure in the case of emergency where necessary in the interests of public safety or security or otherwise for reasons of public safety or security (and in such circumstances no prior approval from the District Council and County Council is required);</p> |
| <b>"Strategic Highways Agreement"</b>    | means an agreement between the Owner and Highways England pursuant to section 38 and/or section 278 of the 1980 Act requiring the Owner to pay the Strategic Highways Contribution to Highways England on terms that Highways England apply such sums for securing the Strategic Highways Improvements and which shall set out the detail (including relevant plans and specifications as applicable) of the Strategic Highways Improvements and the payment terms which, in any event, ensure full payment prior to the deadline for compliance set out in paragraph 2.1(c) of this Schedule;                                                                                                            |
| <b>"Strategic Highways Contribution"</b> | <p>means the sum of £8,900 Index-Linked comprising the following payments for the following highways works:</p> <p>(a) £3,000 Index-Linked to be applied towards works to be carried out to upgrade the existing capacity and implement safety measures as part of the A27/B2233 Nyton Road Junction improvements; and</p> <p>(b) £5,900 Index-Linked to be applied by Highways England towards works to be carried out to upgrade the existing capacity and implement safety measures as part of the A27/A29 Fontwell Eastern Roundabout Junction improvements;</p>                                                                                                                                      |
| <b>"Strategic Highways Improvements"</b> | <p>means detailed works set out in the Strategic Highways Agreement based on the following headline improvements:</p> <p>a) towards works to be carried out to upgrade the existing capacity and implement safety measures as part of the A27/B2233 Nyton Road Junction improvements; and</p> <p>b) works to be carried out to upgrade the existing capacity and implement safety measures as part of the A27/A29 Fontwell Eastern Roundabout Junction improvements.</p>                                                                                                                                                                                                                                  |

## OBLIGATION

### 1. Highways Works

#### 1.1. The Owner covenants:

- (a) not to Commence Development unless and until a Highways Agreement has been entered into;

- (b) not to Occupy or permit Occupation of the Development unless and until the Highways Works have been carried out and completed to Completion Certificate Standard; and
  - (c) 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 Highways Works as soon as reasonably practicable after the date upon which the Highways Agreement is entered into.
- 1.2. If the parties agree that the Internal Link should not be dedicated as highway and the Highways Agreement does not therefore contain provisions for the dedication of the Internal Link as highway for use by the public without limitation, then the Owner must:
- (a) submit a Non-Dedication Management Strategy to the County Council for approval prior to Occupation of Development;
  - (b) not Occupy the Development until such Non-Dedication Management Strategy has been approved by the District Council; and
  - (c) ensure the Internal Link is managed and maintained in accordance with the Non-Dedication Management Strategy.

PROVIDED THAT the obligations listed in this paragraph 1.2 shall fall away in the event that the County Council adopts the road (including the Internal Link) constructed as all or part of the Highways Works in accordance with the terms of any Highways Agreement or through any other lawful means of adoption.

## 2. Strategic Highways Works

2.1. Subject to paragraph 2.2 of this Schedule One, the Owner covenants:

- (a) from Commencement to use all reasonable endeavours to enter into a Strategic Highways Agreement;
- (b) not to Occupy nor permit Occupation of any of the Residential Units until it has entered into the Strategic Highways Agreement; and
- (c) (notwithstanding the terms of any Strategic Highways Agreement), not to Occupy nor permit Occupation of for the first time more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until the Strategic Highways Contribution secured under the Strategic Highways Agreement has been paid in full.

2.2 If, notwithstanding the Owner complying with its covenant in paragraph 2.1(a) of this Schedule, the Owner remains unable to procure entry into the Strategic Highways Agreement by the relevant highways authority within three months of Commencement then the Owner may request, in writing, from the District Council a release from the requirements and restrictions set out in paragraph 2.1. of this Schedule One and as part of such a request must provide all reasonable documentary evidence to demonstrate compliance with paragraph 2.1(a) of this Schedule One.

2.3. Within 10 Working Days of receipt of a request and all reasonable documentary evidence by the Owner in accordance with paragraph 2.2 of this Schedule One and PROVIDED THAT the District Council acting reasonably is satisfied that the Owner has complied with the covenant in paragraph 2.1.1 of this Schedule One, then the District Council will issue notice to the Owner to confirm an in principle agreement to waive all the requirements and restrictions in

paragraph 2.1 of this Schedule One but setting out such waiver is SUBJECT ALWAYS TO the payment to the District Council of the Strategic Highways Contribution (the "**In Principle Agreement**") (for the avoidance of doubt, the In Principle Agreement has no legal effect).

- 2.4. Following issue of the In Principle Agreement by the District Council in accordance with paragraph 2.3 of this Schedule One and receipt by the District Council of the Strategic Highways Contribution, the District Council will issue written notice to the Owner to confirm that all requirements and restrictions in paragraph 2.1 of this Schedule are irrevocably waived and the Owner is free of the requirements and restrictions set out under that paragraph 2.1 from the date specified on the notice (the "**Confirmatory Waiver**"). Until such time as the Confirmatory Waiver has been issued by the District Council, the requirements and restrictions in paragraph 2.1 of this Schedule shall have full force and effect.

### **3. Provision of Public Access**

- 3.1. Unless otherwise agreed with the District Council and the County Council in writing, and subject always to the provisions in paragraph 4 of this Schedule One and the Permitted Closures, the Owner covenants to allow full public access (meaning any vehicular, pedestrian or cycle access) to the Internal Link and Junction Land at all times from the earlier of either dedication of the Internal Link or disposal of the final Residential Unit and to ensure there is nothing to prevent or impede such access at any time.

### **4. Internal Link and Junction Land**

- 4.1. Unless otherwise agreed with the District Council and County Council in writing, on Completion of the Internal Link in accordance with the Highways Agreement to retain the Internal Link for the purpose for which it was secured (namely as the main access road across the Land that connects to the adjoining land to the east and west), and not to use it for any other purpose, in perpetuity.
- 4.2. To the extent necessary as a result of development(s) taking place adjacent to the Land, if the District Council and/or the County Council wish to stop-up the Junction Land (if it is public highway), or part of it, or close-off for vehicular use the Junction Land, or part of it, by the installation of measures which would prevent the flow of traffic across the Junction Land, then the Owner (and any successors in title) agrees:
- 4.2.1 to consent, and not object, to the making of such stopping-up order; and
  - 4.2.2 to provide the District Council and/or County Council (as appropriate) full rights and consents necessary to implement such works;

PROVIDED THAT that the costs associated with either obtaining the stopping-up of the Junction Land (or part of it) or carrying out works to prevent the flow of vehicular traffic on and across the Junction Land (or part of it) will be met by the party commissioning such and not by the Owner.

## SCHEDULE TWO

### AFFORDABLE HOUSING OBLIGATIONS

#### DEFINITIONS

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Affordable Housing"</b>              | means any form of housing 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;                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>"Affordable Housing Commuted Sum"</b> | means a sum calculated, per Affordable Housing Unit, in accordance with the following formula:<br><br>Affordable Housing Commuted Sum = A x B, where<br><br>A = £80,000 (Index-Linked); and<br><br>B = the shortfall of Affordable Housing Units against the amount required under the terms of this Deed;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Affordable Housing Land"</b>         | means those parts of the Land shown on Plan 3 upon which the Owner is to construct or procure the construction of the Affordable Housing Units and including all curtilage thereto (unless an alternative location is otherwise approved by the District Council under the Affordable Housing Programme);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Affordable Housing Programme"</b>    | means a written programme submitted by the Owner 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:<br><br>(a) the location of the Affordable Housing Units on the Affordable Housing Land (unless an alternative location has been otherwise approved by the District Council);<br><br>(b) the sizes of the Affordable Housing Units;<br><br>(c) those Affordable Housing Units which are to be for Affordable Rent;<br><br>(d) those Affordable Housing Units which are to be Intermediate Units and where this is the case, precisely which type of Intermediate Unit (being either Shared Ownership Units, Intermediate Rent Units, Intermediate Sale Units or such other type as may be approved by the District Council);<br><br>(e) proposals for the management of the Affordable Housing |

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|                                                   | <p>Units; and</p> <p>(f) the timetable for the transfer to one or more HARPS of the Affordable Housing Land and any Affordable Housing Units that are to be constructed prior to transfer;</p> <p>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;</p>                                                  |
| <b>"Affordable Housing Unit(s)"</b>               | 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 an Intermediate Unit or such other tenure mix as approved either under the Affordable Housing Programme or agreed in writing between the Owner and the District Council;                                                          |
| <b>"Affordable Rent"</b>                          | 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 90% of the Local Housing Allowance Levels;                                                                                                                                                                                                                              |
| <b>"Affordable Rent Occupier"</b>                 | means an Eligible Person who occupies an Affordable Rent Unit;                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>"Affordable Rent Unit"</b>                     | means those Affordable Housing Units let at Affordable Rent;                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Arun District Council Allocations Policy"</b> | means " <i>Housing Allocations Scheme 2012 (Amended 2014, 2016, 2017 &amp; 2018)</i> " produced by the District Council's Housing Services Department, and as may be amended or substituted from time to time;                                                                                                                                                                                                                                    |
| <b>"Chargee"</b>                                  | 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; |
| <b>"Eligible Person(s)"</b>                       | <p>means:</p> <p>(a) in relation to Affordable Rent Units and Intermediate Rent Units, a person (or persons):</p> <p>(i) with no ownership or part ownership in any other residential property which they would be able to occupy; and</p> <p>(ii) who is unable to resolve their needs in the local private sector market because of the relationship between housing costs and income; and</p> <p>(iii) with a Local Connection;</p>            |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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|                                          | <p>(b) in relation to Shared Ownership Units and Intermediate Sale Units, means a person (or persons):</p> <p>(i) with a Local Connection; and</p> <p>(ii) with no ownership or part ownership in any other residential property which they would be able to occupy; and</p> <p>(iii) 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 Intermediate Sale Units).</p>                                                                                                                                                                                                         |
| <b>"HARP"</b>                            | 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 HARPs (appended as <b>Appendix 1</b> of this Schedule Two) or has been approved in writing by the District Council; |
| <b>"HE"</b>                              | means Homes England (or its successor in function from time to time);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Help to Buy South East"</b>          | means the organisation designated by Homes England as being responsible in relation to the area in which the Land is situated for the marketing of Shared Ownership Units, the assessment of the eligibility of those applying to purchase them and the direction of appropriate applicants to local schemes which best meet their need;                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Intermediate Rent"</b>               | means the sum of the rent element and the Service Charge payable from the date of first occupation in respect of the relevant Intermediate Rent Unit which shall not exceed 80% of Open Market Rent;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>"Intermediate Rent Units"</b>         | means Affordable Housing Units made available by a letting / managing organisation approved by the District Council at an Intermediate Rent;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>"Intermediate Rent Unit Occupier"</b> | means an Eligible Person who Occupies an Intermediate Rent Unit;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Intermediate Sale Units"</b>         | means Affordable Housing Units which are provided as low-cost homes for sale at no more than the Intermediate Sale Price;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>"Intermediate Sale Price"</b>         | means 80% of Open Market Value;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| <b>"Intermediate Unit(s)"</b>           | <p>means any of the following:</p> <ul style="list-style-type: none"> <li>(a) Shared Ownership Units;</li> <li>(b) Intermediate Sale Units;</li> <li>(c) Intermediate Rent Units; or</li> <li>(d) any other form of intermediate tenure as may be agreed by the District Council;</li> </ul>                                                                                                                                                                         |
| <b>"Local Connection"</b>               | means the local connection as defined in the Arun District Council Allocations Policy;                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"Local Housing Allowance Levels"</b> | 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 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;                                                                                                                                                              |
| <b>"Nominations Agreement"</b>          | means a nominations agreement between the HARP and the District Council affording the District Council nomination rights in respect of the relevant Affordable Housing Unit(s) and to be in the form, or substantially in the form, to that which is appended at <b>Appendix 2</b> of Schedule Two;                                                                                                                                                                  |
| <b>"NPPF"</b>                           | means the National Planning Policy Framework document published on 20 July 2021 and any subsequent revision or replacement of it together with any technical guidance and policy documents or circulars issued thereunder;                                                                                                                                                                                                                                           |
| <b>"Open Market Rent"</b>               | means the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm length transaction after proper marketing and where the parties had each acted knowledgeably, prudent and without compulsion, as calculated in accordance with a valuation exercise carried out by a Valuer (at the Owner's expense);                                    |
| <b>"Open Market Units"</b>              | means the Residential Units which are general market housing for sale on the open market and which are not Affordable Housing Units;                                                                                                                                                                                                                                                                                                                                 |
| <b>"Open Market Value"</b>              | 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; |
| <b>"Protected Tenant"</b>               | <p>means any tenant who:</p> <ul style="list-style-type: none"> <li>(a) has exercised the right to acquire pursuant to the Housing Act 1996 and / or the Housing Act 2004 or any statutory</li> </ul>                                                                                                                                                                                                                                                                |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|                                 | <p>provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>(b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>(c) has exercised the Voluntary Right to Buy or the preserved Right to Buy and all successors in title; or</p> <p>(d) 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;</p>                                                                                                                                                                                                                                                                           |
| <b>"Service Charge"</b>         | 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;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Service Media"</b>          | 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;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Services"</b>               | means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Shared Ownership Lease"</b> | <p>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 50% 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:</p> <p>(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</p> <p>(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.</p> |

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| <b>"Shared Ownership Occupier"</b> | means an Eligible Person who occupies a Shared Ownership Unit which he/she is part renting and part purchasing under a Shared Ownership Lease;                                                                                                                                                                                 |
| <b>"Shared Ownership Units"</b>    | means any Affordable Housing Units to be disposed of subject to a Shared Ownership Lease and to a Shared Ownership Occupier;                                                                                                                                                                                                   |
| <b>"Staircasing"</b>               | 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"; |
| <b>"Transfer Requirements"</b>     | means the requirements of paragraph 2.2 of this Schedule Two.                                                                                                                                                                                                                                                                  |
| <b>"Valuer"</b>                    | means a chartered member of the Royal Institution of Chartered Surveyors whose identity shall have been previously approved in writing by the District Council                                                                                                                                                                 |

## OBLIGATIONS

### 1 Amount, size and tenure type of Affordable Housing

- 1.1 The Owner shall not Commence any Residential Units until the Affordable Housing Programme has been submitted to and approved by the District Council;
- 1.2 Subject to paragraphs 1.3 and 6 below, the Owner shall provide and retain the Affordable Housing Units in accordance with the approved Affordable Housing Programme, and for the avoidance of doubt the Owner must provide the exact tenure type of any Intermediate Units as stipulated in the approved Affordable Housing Programme and is not permitted to switch tenure types of Intermediate Units without express written approval of the District Council pursuant to the provisions of this Schedule Two or otherwise, or any updated approved Affordable Housing Programme.
- 1.3 Unless otherwise agreed as part of the approved Affordable Housing Programme or pursuant to the further provisions of this Schedule, the Owner shall provide:
  - (a) no less than 30% (rounded to the nearest whole Residential Unit) of the Residential Units as Affordable Housing Units;
  - (b) 54% (rounded up to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Affordable Rent Units;
  - (c) 46% (rounded down to the nearest whole Affordable Housing Unit) of the Affordable Housing Units as Intermediate Units; and
  - (d) in respect of any Intermediate Units no more than 25% as Intermediate Sale Units.
- 1.4 The Owner shall provide to the District Council upon their reasonable request evidence as to how the Owner has calculated the Open Market Value.

## **2 Delivery of Affordable Housing**

- 2.1 The Owner shall not Occupy nor permit the Occupation of more than 50% (rounded to the nearest whole number of Open Market Unit) of the Open Market Units until:
- (a) 100% of the Affordable Housing Units have been constructed; and
  - (b) the unencumbered freehold of all the Affordable Housing Land and the Affordable Housing Units has been transferred to the relevant HARP(s) (or, in relation to any Affordable Housing Units constructed by a HARP after transfer of Affordable Housing Land to that HARP, the freehold of those units is owned and held by that HARP) with full title guarantee subject to the rights, covenants and Staircasing provisions contained in this Schedule Two and with the Affordable Housing Units ready for immediate Occupation

AND FOR THE AVOIDANCE OF DOUBT the Owner is permitted to dispose of the Affordable Housing Land in parts to more than one HARP.

- 2.2 Each transfer to the HARP(s) pursuant to paragraph 2.1(b) shall include:

- (a) 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;
- (b) 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
- (c) 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 Unless otherwise agreed in writing by the District Council, the Owner shall:

- (a) not use the Shared Ownership Units or cause or permit them to be used for any purpose other than as Shared Ownership Units and Occupied by a Shared Ownership Occupier;
- (b) ensure the Shared Ownership Units shall be disposed of subject only to a Shared Ownership Lease;
- (c) ensure the Shared Ownership Units are 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 Intermediate Rent**

- 4.1 Unless otherwise agreed in writing by the District Council, the Owner shall not let or otherwise permit the letting of any Intermediate Rent Unit to any person other than in accordance with the following:
- (a) at an Intermediate Rent in respect of each Intermediate Rent Unit;
  - (b) to an Intermediate Rent Unit Occupier; and

- (c) the rent at each re-letting must be calculated prior to the grant of any new tenancy ensure that it is an Intermediate Rent.
- 4.2 The Owner shall procure entry into a Nominations Agreement between the HARP and the District Council prior to Occupation of the Intermediate Rent Units and shall not Occupy or permit Occupation of any Intermediate Rent Unit until a Nominations Agreement has been entered into with the District Council in respect of the relevant Intermediate Rent Units.
- 4.3 The Owner shall not dispose of or let the Intermediate Rent Units otherwise than in accordance with the Nominations Agreement.
- 5 Intermediate Sale**
- 5.1 In respect of first disposal the Owner shall not dispose of any Intermediate Sale Unit other than at a sum no more than the Intermediate Sale Price and to an Eligible Person.
- 5.2 In respect of any subsequent disposals (whether by lease or transfer) for the outgoing owner of the Intermediate Sale Unit the Owner shall:
  - (a) notify the District Council at least 15 Working Days prior to such proposed disposal confirming to the District Council the proposed sale price of the relevant unit and demonstrating to the District Council's reasonable satisfaction that the proposed sale price is no more than the Intermediate Sale Price;
  - (b) obtain from the District Council written approval under paragraph 5.2(a); and
  - (c) effect the disposal only in accordance with the details submitted under paragraph 5.2(a) as approved by the District Council under paragraph 5.2(b);
- 5.3 If the District Council does not respond within 15 Working Days of the receipt of the notification referred to in paragraph 5.2(a), then the outgoing owner is entitled to effect such a disposal PROVIDED THAT:
  - (a) the disposal must be in accordance with the terms of this Deed;
  - (b) the relevant Intermediate Sale Unit is disposed of at no more than the Intermediate Sale Price to an Eligible Person; and
  - (c) the outgoing owner must, in any case, within 10 Working Days of the disposal provide the following details to the District Council:
    - (i) address of relevant Intermediate Sale Unit,
    - (ii) outgoing owner details,
    - (iii) incoming owner details and
    - (iv) the actual sale price of the relevant Intermediate Sale Unit;

(and the District Council may request reasonable evidence as necessary to confirm such details PROVIDED THAT the details requested can be lawfully provided by the Owner without being in breach of General Data Protection Regulations under the Data Protection Act 2018 or such other replacement legislation).

## **6 Affordable Rent Units**

- 6.1 The Owner shall not let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
- (a) at an Affordable Rent in respect of each Affordable Rent Unit;
  - (b) to an Affordable Rent Occupier;
  - (c) 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.
- 6.2 The Owner shall 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 in respect of the relevant Affordable Rent Units.
- 6.3 The Owner shall not dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement.

## **7 Release of Affordable Housing provisions**

- 7.1 The restrictions set out in this Schedule Two shall not apply to the following:
- (a) any Protected Tenant or any successor in title to a Protected Tenant;
  - (b) 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;
  - (c) any purchaser from any of the parties named in paragraphs 7.1(a) and 7.1(b) above of an individual Affordable Housing Unit; and
  - (d) a Chargee who seeks to dispose of the whole or any part of the Affordable Housing Land and/or one or more Affordable Housing Units 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:
    - (i) 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;
    - (ii) if the District 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;

- (iii) if the District Council cannot within 2 (two) months of the date of service of its response under paragraph 7.1(d)(i) 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 7.1(d) 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 7.1 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.

## **8 Cascade of Affordable Housing Units**

- 8.1 The Owner shall make an offer or offers (the "First Offer" or "First Offers") (which must, in all cases, be a fair and reasonable price based on a minimum of two independently verified valuations and this shall apply to all offers referred to in this paragraph 8) to one or more HARPs to purchase all or part of the Affordable Housing Land and all or some of the Affordable Housing Units and each such offer shall include:
  - (a) a draft sale of land contract; and
  - (b) a draft transfer deed.
- 8.2 The Owner shall keep each such First Offer open for acceptance (through the relevant HARP entering in a binding contract or agreeing a final set of heads of terms) for no less than 2 months (the "First Offer Period") from the date of the relevant First Offer being made (the "Offer Date"). The Owner shall accept any reasonable and commercial offer received from a HARP in the First Offer Period. The Owner must make no less than one First Offer in relation to all parts of the Affordable Housing Land and each of the Affordable Housing Units.
- 8.3 In the event that any First Offer made in accordance with paragraph 8.1 above is not accepted (through the HARP entering into a binding contract or agreeing a final set of heads of terms) within 2 months of the relevant Offer Date then the Owner shall make a second offer to another HARP to enter into a contract for the sale of the relevant Affordable Housing Land and relevant Affordable Housing Units not later than one month after the expiry of the relevant First Offer Period (the "Second Offer"). Each Offer shall include those same documents submitted pursuant to paragraph 8.1(a) and (b) for the purposes of the First Offer, subject to revisions necessitated by lapse of time and shall each remain open for acceptance (through the HARP entering in a binding contract or agreeing a final set of heads of terms) for no less than 2 months (the "Second Offer Period") from the date of the relevant Second Offer being made. The Owner shall accept any such reasonable and commercial offer received from the relevant HARP in the Second Offer Period. The Owner must make no less than one Second Offer in relation to all parts of the Affordable Housing Land and each of the Affordable Housing Units.
- 8.4 In the event that any Second Offer is not accepted (through the HARP entering into a binding contract or agreeing a final set of heads of terms) within the relevant Second Offer Period then the Owner may notify the District Council of the same and submit evidence to demonstrate that the Owner has complied with the foregoing provisions of this paragraph 8. Any such notification by the Owner must clearly identify the relevant Affordable Housing Land

and Affordable Housing Units which are the subject of the First Offer and Second Offer in question and to which the evidence relates.

- 8.5 If the District Council confirms in writing that it is satisfied that the evidence submitted confirms the Owner has complied with its obligations in the foregoing provisions of this paragraph 8 in relation to the subject Affordable Housing Land and Affordable Housing Units, the Owner may:
- (a) on or before the Occupation of fifteen (15) Open Market Units pay to the District Council an Affordable Housing Commuted Sum in respect of that land and those units, whereupon once such sum has been paid to the District Council, the Owner and any successors in title shall be released from the provisions of this Schedule insofar as they relate to those Affordable Housing Units, which may thereafter be sold on the open market as Open Market Units; or
  - (b) dispose of all or any of the Affordable Housing Units as Intermediate Units to a HARP and for the avoidance of doubt the provisions of this Schedule 2 as they apply to Intermediate Units generally shall apply mutatis mutandis to such units; or
  - (c) dispose of all or any of the Affordable Housing Units as Intermediate Sale Units save that they may be purchased by those nominated through Help to Buy South East and for the avoidance of doubt the provisions of this Schedule 2 as they otherwise apply to Intermediate Sale Units generally shall apply mutatis mutandis to such units.

## 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

20[ ]

BETWEEN

(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.

**"Working Day"** means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

## 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 3.3 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; and
- 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

### PLAY AREA

#### DEFINITIONS

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Play Area"</b>                     | means that part of the Land to be provided as a play area as identified coloured blue on Plan 4;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Play Area Management Strategy"</b> | <p>means a strategy for the management of the Play Area submitted to and approved by the District Council in accordance with paragraph 1.2 (as may be revised from time to time by agreement between the Owner and the District Council) which must include:</p> <ul style="list-style-type: none"><li>(a) details of and specification for the required management and maintenance arrangements;</li><li>(b) details of the management body responsible for maintenance;</li><li>(c) details of the frequency of maintenance; and</li><li>(d) repair and renewal arrangements; and</li></ul> |
| <b>"Play Area Scheme of Works"</b>     | <p>means a scheme of works to include the means for the formation, laying out and provision of the Play Area, which must include:</p> <ul style="list-style-type: none"><li>(a) specifications and building materials;</li><li>(b) drainage, surfacing and boundary treatment;</li><li>(c) street furniture, lighting, provision of bins and any other proposed structures or sculptures; and</li><li>(d) details of the play equipment to be located in the Play Area.</li></ul>                                                                                                             |

#### OBLIGATIONS

##### 1. Play Area

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

##### 2 Management of the Play Area

- 2.1 Unless otherwise agreed in writing by the District Council, the Owner shall not Occupy nor permit the Occupation of the first Residential Unit unless the Play Area Management Strategy has been submitted to and approved in writing by the District Council.
- 2.2 The Owner shall implement and operate the approved Play Area Management Strategy from the date the Play Area has been Completed for the lifetime of the Development.

2.3 The Owner may close the Play Area for:

- 2.3.1 any maintenance and/or repair works to be undertaken in respect of the Play Area where the Owner reasonably consider closure of the Play Area to be necessary and PROVIDED THAT such closure is no longer than necessary for such works to effectively be carried out and where practicable the District Council is given prior written notice of said works other than in the event of an emergency in which case such notice will be given as soon as is reasonably practicable thereafter;
- 2.3.2 any event of emergency or for the purposes of emergency contingency planning;
- 2.3.3 any other event involving exceptional circumstances for which the District Council reasonably agrees is necessary and in respect of which prior written approval of the District Council has been obtained.

2.4 The provisions in paragraphs 1 and 2 in this Schedule Three do not create a right of way or other public rights in respect of the Play Area and the Owner 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 Owner are properly discharging their obligations set out in the approved Play Area Management Strategy then the District Council may serve on the Owner a notice specifying a reasonable period within which the Owner must take steps to comply with the approved Play Area Management Strategy.
- 3.2 If, following service of a notice under paragraph 3.1 of this Schedule Three, the District Council considers that the Owner have not taken all of the steps specified in the notice within the period specified in the notice, then the District Council may enter onto the Land to carry out any work that the District Council sees fit to ensure the Play Area is sufficiently and reasonably maintained to an acceptable standard.
- 3.3 The District Council, following the carrying out of any work under paragraph 3.2 of this Schedule Three, shall be entitled to recover the cost of such steps from the Owner 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 Owner 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 this paragraph 3.

**SCHEDULE FOUR**  
**PUBLIC OPEN SPACE**

**DEFINITIONS**

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Completion Notice"</b>       | means a notice served by the Owner on the District Council which confirms that the Owner believes the POS has been Completed;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Final Completion Notice"</b> | means written confirmation served by the District Council on the Owner confirming that the District Council is satisfied that the POS has been Completed in line with the POS Scheme of Works;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"POS"</b>                     | means the public open space totalling 3,858sqm as shown coloured green on Plan 5;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"POS Management Strategy"</b> | <p>means a strategy for the management of the POS submitted to and approved by the District Council in accordance with the provisions below (as may be revised from time to time by agreement between the Owner and the District Council) which must include:</p> <ul style="list-style-type: none"> <li>(a) details of and specification for the required management and maintenance arrangements;</li> <li>(b) details of the management body responsible for maintenance and details of the proposed funding streams that the management body will have access to/benefit from in order to demonstrate to the District Council's reasonable satisfaction that that management body has sufficient and continued financial resource to fulfil the terms set out in the POS Management Strategy (once approved);</li> <li>(c) proposed details of the transfer (or other applicable legal handover arrangements) of the relevant parts of the POS to the management body responsible for maintenance and the date by which the management body (once approved) will take on responsibility for the management and maintenance, and the covenants to be included in such transfer (or other applicable legal handover arrangement documents) to ensure the management body undertakes to comply with the other terms of the POS Management Strategy and the relevant terms of this Deed (either as successor in title to, or deriving title from, the Owner);</li> <li>(d) details of the frequency of maintenance;</li> <li>(e) repair and renewal arrangements; and</li> <li>(f) details of the estimated cost of and how the POS shall be financially maintained; and</li> </ul> |
| <b>"POS Scheme of Works"</b>     | <p>means a scheme of works to include the means for the formation, laying out and provision of the POS, which must include:</p> <ul style="list-style-type: none"> <li>(a) specifications and building materials;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|  |                                                                                                                                                                                                                                                                                                 |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>(b) drainage, surfacing and boundary treatment;</p> <p>(c) if applicable any street furniture, signage, lighting, provision of bins and any other proposed structures or sculptures; and</p> <p>(d) any other details reasonably required by the District Council and/or County Council.</p> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 1. PUBLIC OPEN SPACE

- 1.1. The Owner shall not Commence Development unless the POS Scheme of Works has been submitted to and approved in writing by the District Council.
- 1.2. The Owner shall not Occupy nor permit the Occupation of more than 50% of the Residential Units (rounded to nearest whole Residential Unit) unless the POS has been Completed in accordance with the approved POS Scheme of Works.
- 1.3. The Owner shall not Occupy nor permit the Occupation of more than 50% of the Residential Units (rounded to nearest whole Residential Unit) unless the POS Management Strategy has been submitted to and approved in writing by the District Council.
- 1.4. Within 10 Working Days of Completion of the POS the Owner shall serve on the District Council a Completion Notice, and allow the District Council access to the Land in order to inspect the POS.
- 1.5. The Owner shall not Occupy nor permit the Occupation of more than 75% of the Residential Units (rounded to nearest whole Residential Unit) unless a Final Completion Notice has been issued.
- 1.6. The Owner shall implement and operate the approved POS Management Strategy from the date the POS has been Completed for the life of the Development, and provide to the County Council and/or District Council and upon their reasonable request evidence demonstrating such implementation and operation.

## 2. STEP-IN RIGHTS

- 2.1. If from time to time the District Council is not reasonably satisfied that the Owner is properly discharging their obligations set out in the POS Management Strategy then the District Council may serve on the Owner a notice specifying a reasonable period within which the Owner must take steps to comply with the approved POS Management Strategy.
- 2.2. If, following service of a notice under paragraph 2.1 above, the District Council reasonably considers that the Owner has 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 POS is sufficiently and reasonably maintained to an acceptable standard.
- 2.3. The District Council, following the carrying out of any work under paragraph 2.2 above, shall be entitled to recover the cost of such steps from the Owner as a simple debt.
- 2.4. The exercise of any step-in rights by the District Council under this paragraph 2 does not absolve the Owner from the obligation to comply with paragraph 1.6 above and the District Council may, at its absolute discretion, institute the steps under paragraphs 2.1 to 2.3 inclusive on more than one occasion if that is so required.

**SCHEDULE FIVE**  
**FINANCIAL CONTRIBUTIONS**

**DEFINITIONS**

|                                                   |                                                                                                                                                                                                                                                       |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"3G Pitch Contribution"</b>                    | means the sum of £6,204 Index-Linked to be applied by the District Council towards provision and maintenance of a 3G pitch within the vicinity of the Development at BEW and their maintenance for a 20 year period;                                  |
| <b>"3G Pitch Land Cost Contribution"</b>          | means the sum of £1,830 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 at BEW;                                                          |
| <b>"A259 Corridor Improvement Contribution"</b>   | means the sum of £1,600 Index-Linked to be applied towards works to be carried out to upgrade the existing capacity and implement safety measures as part of the A259 corridor improvements from Bognor Regis to Littlehampton;                       |
| <b>"A259 Oystercatcher Junction Contribution"</b> | means the sum of £6,000 Index-Linked to be applied towards works to be carried out to upgrade the existing capacity and implement safety measures as part of the A259 Oystercatcher Junction improvements;                                            |
| <b>"A29 Realignment Contribution"</b>             | means the sum of £230,000 Index-Linked to be applied towards realignment of the A29 (including bridge over the railway line);                                                                                                                         |
| <b>"Barnham Village Centre Contribution"</b>      | means the sum of £5,000 Index-Linked to be applied towards works to be carried out to upgrade the existing capacity and implement safety measures as part of the Barnham Village Centre improvements;                                                 |
| <b>"County Council Contributions"</b>             | means the Fire and Rescue Contribution, Highways Contributions, Library Contribution, Early Years Contribution, Primary School Contribution, Secondary School Contribution, SEND Contribution, Sixth Form Contribution and Transport Contributions;   |
| <b>"County Monitoring Fee"</b>                    | means the sum of £6,600 payable to the County Council in accordance with Schedule Five of this Deed;                                                                                                                                                  |
| <b>"Fire and Rescue Contribution"</b>             | means the sum of £1,382 Index-Linked to be applied towards expansion of fire and rescue capacity which could be built infrastructure or investment in new technology/ equipment in West Sussex Fire Rescue Services Southern Area serving Eastergate. |
| <b>"Highways Contributions"</b>                   | means all of the following;<br><br>(a) A259 Corridor Improvement Contribution;<br><br>(b) A259 Oystercatcher Junction Contribution; and<br><br>(c) A29 Realignment Contribution;                                                                      |

|                                                |                                                                                                                                                                                                                                                                                           |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Healthcare Contribution"</b>               | means the sum of £50,750.96 Index-Linked to be applied by the District Council towards the expansion of The Croft Surgery or a new doctor's surgery to be operated by the NHS within the vicinity of the Development;                                                                     |
| <b>"Library Contribution"</b>                  | means the sum of £1,023 Index-Linked to be applied towards new equipment for a new tier 7 library facility within the vicinity of the Development;                                                                                                                                        |
| <b>"Early Years Contribution"</b>              | means the sum of £63,441 Index-Linked to be applied towards the provision of child care nursery places in the vicinity of the Development;                                                                                                                                                |
| <b>"Early Years Land Cost Contribution"</b>    | means the sum of £980 Index-Linked to be paid to the District Council towards the value of the land on which a new child care nursery will be provided within the vicinity of the Development                                                                                             |
| <b>"Monitoring Fee"</b>                        | 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 CIL Regulations;                                                                                            |
| <b>"Playing Pitch Contribution"</b>            | means the sum of £50,314 Index-Linked to be applied by the District Council towards provision and maintenance of 2 grass playing pitches within the vicinity of the Development;                                                                                                          |
| <b>"Playing Pitch Land Cost Contribution"</b>  | means the sum of £3,660 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;                                                                                        |
| <b>"Police Services Contribution"</b>          | means the sum of £6,878.66 Index-Linked to be applied towards addition resourcing for policing within the vicinity of the Development;                                                                                                                                                    |
| <b>"Primary School"</b>                        | 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 at BEW;                                                                                       |
| <b>"Primary School Contribution"</b>           | means the sum of £306,976 Index-Linked to be applied towards the provision of the Primary School;                                                                                                                                                                                         |
| <b>"Primary School Land Cost Contribution"</b> | means the sum of £13,340 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;                                                                                     |
| <b>"Public Art Contribution"</b>               | means the sum of £5,500 Index-Linked to be paid to the District Council towards provision of public art projects either on the Land or throughout the Strategic Site;                                                                                                                     |
| <b>"Public Art Strategy"</b>                   | means a strategy for the provision of public art and cultural activity the total expenditure of which shall be equivalent to the Public Art Contribution to be submitted to the District Council for its approval;                                                                        |
| <b>"Secondary School Contribution"</b>         | means the sum of £237,710 Index-Linked to be used towards the provision of additional secondary school spaces in a new secondary school serving the vicinity of the Development or as part of expansion/upgrade to existing secondary schools located in the vicinity of the Development; |

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"SEND Contribution"</b>                             | means the sum of £24,558 Index-Linked to be applied towards the provision of special educational needs and disability facilities within the vicinity of the Development;                                                                                                                                                                                                                                                                                   |
| <b>"SEND Land Cost Contribution"</b>                   | means the sum of £1,480 Index-Linked to be paid to the District Council and held by them on behalf of the County Council towards the value of the land on special education needs and disability facilities are to be provided within the vicinity of the Development;                                                                                                                                                                                     |
| <b>"Sixth Form Contribution"</b>                       | means the sum of £43,084 Index-Linked to be used towards provision of a new sixth form facility within the vicinity of the Development or towards additional classrooms and facilities to existing sixth forms 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; |
| <b>"Sports Hub"</b>                                    | 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 BEW through the application of the Sports Hub Contributions;                                                                                                                    |
| <b>"Sports Hub: Ancillary Facilities Contribution"</b> | means the sum of £22,011.73 Index-Linked to be applied by the District Council towards the expansion of the BEP Sports Hall or the provision of new ancillary facilities within the Sports Hub at BEW or the provision of ancillary sports facilities within the District, as may be deemed appropriate by the District Council through liaison with Barnham and Eastergate Parish Council;                                                                |
| <b>"Sports Hub: Community Centre Contribution"</b>     | means the sum of £44,000 Index-Linked to be applied by the District Council towards the expansion of the BEP Sports Hall or the provision of a new community centre within the Sports Hub at BEW or the provision of community facilities within the District, as may be deemed appropriate by the District Council through liaison with Barnham and Eastergate Parish Council;                                                                            |
| <b>"Sports Hub: Health &amp; Fitness Contribution"</b> | means the sum of £5,300 Index-Linked to be applied by the District Council towards the provision of new health and fitness facilities within the Sports Hub at BEW or to the provision of health and fitness facilities within the District;                                                                                                                                                                                                               |
| <b>"Sports Hub: Land Cost Contribution"</b>            | means the sum of £508.54 Index-Linked to be applied by the District Council towards the land cost for the provision of the Sports Hub.                                                                                                                                                                                                                                                                                                                     |
| <b>"Sports Hub: Sports Hall Contribution"</b>          | means the sum of £17,422.68 Index-Linked to be applied by the District Council towards the expansion of the BEP Sports Hall or the provision of a new sports hall/flexible activity space facilities within the Sports Hub at BEW or the provision of sports halls/flexible activity space within the District, as may be deemed appropriate by the District Council through liaison with Barnham and Eastergate Parish Council;                           |
| <b>"Sports Hub Contributions"</b>                      | means all of the following;<br><br>(a) Sports Hub: Ancillary Facilities Contribution;                                                                                                                                                                                                                                                                                                                                                                      |

|                                                                        |                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                        | <p>(b) Sports Hub: Community Centre Contribution;</p> <p>(c) Sports Hub: Health &amp; Fitness Contribution;</p> <p>(d) Sports Hub: Land Cost Contribution; and</p> <p>(e) Sports Hub: Sports Hall Contribution;</p>                                                                                                                                                                        |
| <b>"Swimming Pool Contribution"</b>                                    | means the sum of £17,423.44 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;                                                                                                                                                |
| <b>"Transport: Additional Cycle Parking Contribution"</b>              | means the sum of £359.33 Index-Linked to be applied towards additional cycle parking at Barnham Railway Station;                                                                                                                                                                                                                                                                           |
| <b>"Transport: B2233 Pedestrian Improvement Measures Contribution"</b> | means the sum of £3,900 Index-Linked to be applied towards pedestrian improvements to the B2233;                                                                                                                                                                                                                                                                                           |
| <b>"Transport: Barnham – Bognor Regis Cycle Route Contribution"</b>    | means the sum of £3,900 Index-Linked to be applied towards improvements to the Barnham – Bognor Regis cycle route;                                                                                                                                                                                                                                                                         |
| <b>"Transport: Barnham – Bognor Regis Tangmere Cycle Route"</b>        | means the sum of £5,100 Index-Linked to be applied towards improvements to the Barnham – Tangmere cycle route;                                                                                                                                                                                                                                                                             |
| <b>"Transport: Cycle Links (BEW and South Downs National Park)"</b>    | means the sum of £5,133.33 Index-Linked to be applied towards cycle links between BEW and South Downs National Park improvements to the Barnham – Tangmere cycle route;                                                                                                                                                                                                                    |
| <b>"Transport Contributions"</b>                                       | <p>means all of the following:</p> <p>(a) Transport: Additional Cycle Parking Contribution;</p> <p>(b) Transport: B2233 Pedestrian Improvement Measures Contribution;</p> <p>(c) Transport: Barnham – Bognor Regis Cycle Route Contribution;</p> <p>(d) Transport: Barnham – Bognor Regis Tangmere Cycle Route;</p> <p>(e) Transport: Cycle Links (BEW and South Downs National Park).</p> |
| <b>"Travel Plan"</b>                                                   | means the travel plan to be submitted in accordance with Condition 22 of the Permission;                                                                                                                                                                                                                                                                                                   |

**"Travel Plan Audit Fee"**

means the sum of £1,500 towards the auditing of the Travel Plan

## **OBLIGATIONS**

The Owner covenants with the District Council and the County Council (as applicable):

### **1 Early Years**

- 1.1 To pay the County Council the Early Years Contribution on or prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the County Council the Early Years Contribution.
- 1.2 To pay to the District Council the Early Years Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the District Council the Early Years Land Cost Contribution.

### **2 Primary School**

- 2.1 To pay the County Council the Primary School Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the County Council the Primary School Contribution.
- 2.2 To pay the District Council the Primary School Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the District Council the Primary School Land Cost Contribution.

### **3 Secondary School**

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

### **4 Sixth Form College**

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

### **5 SEND**

5.1 To pay to the County Council the SEND Contribution prior to Occupation for the first time of more than 75% (rounded to the nearest whole Residential Unit) of the Residential Units and the Owner must not Occupy more than 75% (rounded to the nearest whole Residential Unit) of the Residential Units until it has paid the County Council half of the SEND Contribution.

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

## **6 Library**

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

## **7 Fire and Rescue**

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

## **8 Police Services**

8.1 To pay to the District Council the Police Services Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the District Council the Police Services Contribution.

## **9 Highways**

9.1 To pay to the County Council the Highways Contributions prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the County Council the Highways Contributions.

## **10 Transport**

10.1 To pay to the County Council the Transport Contributions prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the County Council the Transport Contributions.

## **11 Healthcare**

11.1 To pay to the District Council the Healthcare Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the

nearest whole Residential Unit) until it has paid the District Council the Healthcare Contribution.

## **12 3G Pitch Provision**

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

## **13 Playing Pitch Provision**

- 13.1 To pay to the District Council the Playing Pitch Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the District Council the Playing Pitch Contribution.
- 13.2 To pay the District Council the Playing Pitch Land Cost Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the District Council the Playing Pitch Land Cost Contribution.

## **14 Sports Hub**

- 14.1 To pay to the District Council the Sports Hub Contributions prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the District Council the Sports Hub Contributions.

## **15 Swimming Pools**

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

## **16 Public Art**

- 16.1 To notify the District Council 6 months prior to the anticipated date of Occupation whether the Owner intends to provide public art on the Land or pay the Public Art Contribution.
- 16.2 If the Owner notifies the District Council of that it intends to provide public art on the Land:
- (a) not to Occupy the Development unless and until the District Council has approved the Public Art Strategy and upon first Occupation to comply with the Public Art Strategy; and

- (b) not to Occupy more than 50% of the Residential Units (rounded to the nearest whole Residential Unit) until the provisions of the Public Art Strategy has been fully delivered.

16.3 If the Owner notifies the District Council that it intends to pay the Public Art Contribution, to pay to the District Council the Public Art Contribution prior to Occupation for the first time of more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) and the Owner must not Occupy more than 75% of the Residential Units (rounded to the nearest whole Residential Unit) until it has paid the District Council the Public Art Contribution.

#### **17 Monitoring Fee**

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

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

#### **18 Travel Plan Audit Fee**

18.1 To pay the Travel Plan Audit Fee to the County Council prior to Commencement of the Development and the Owner must not Commence the Development until the Travel Plan Audit Fee has been paid.

#### **19 Financial Contributions**

19.1 If at any time prior to Occupation of the 33<sup>rd</sup> Residential Unit the Owner:

- (a) works to construct any Residential Units cease for a period in excess of 12 consecutive months; and
- (b) there are no completions of sale of any Residential Units (which for the avoidance of doubt does not include the marketing or using any Residential Unit as a show room) during the period referred to in paragraph (a) above;

then the District Council and the County Council (as relevant) reserves the right (acting reasonably) to call upon the Owner to pay the District Council and / or the County Council Contributions (as relevant) PROVIDED THAT the Owner has first been given the opportunity to make written representations to the District Council and / or the County Council (as relevant) (which the District Council and / or the County Council must consider acting reasonably).

**SCHEDULE SIX**  
**COUNCILS' COVENANTS**

**OBLIGATIONS**

**1 Planning Permission**

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

**2 Highways Agreement**

- 2.1 The County Council covenants with the Owner:

- (a) to enter into the Highways Agreement for the Highways Works as soon as reasonably practicable so as not to unreasonably delay the Owner Commencing and Occupying the Development;
- (b) to issue a certificate of completion in respect of the Highways Works as soon as reasonably practicable after the Highways Works have reached the Completion Certificate Standard so as not to unreasonably delay the Owner carrying out and Occupying the Development; and
- (c) to issue a Final Certificate as soon as reasonably practicable after the necessary works have been carried out and fully completed pursuant to the Highways Agreement.

**3 Contributions**

- 3.1 The District Council and the County Council covenant with each other and the Owner not to use any part of:

- (a) the Contributions paid pursuant to Schedule Five; or
  - (b) the Strategic Highways Contribution paid pursuant to paragraph 2.3 of Schedule One; and
  - (c) the Affordable Housing Commuted Sum (if payable) paid pursuant to Schedule Two
- other than for the purposes for which they were paid under this Deed.

**4 Reasonableness**

- 4.1 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.
- 4.2 The District Council covenants to take reasonable steps to avoid unnecessary delays in the inspection process relating to any POS and the issuing of any relevant Final Completion Notice in accordance with the terms of Schedule Three.

**5 Highways Agreement**

- 5.1 The County Council covenants with the Owner to comply with its obligations set out in paragraph 1.2 of Schedule One.

**6 Review mechanism**

- 6.1 Following the earlier of either 12 years from the date of this Deed or completion of the relevant infrastructure to which the sums in question relate, the Owner may (acting reasonably) request an update from the District Council as to the application of funds paid hereunder (save for those Contributions referred to in paragraph 6.2 below) and if such relevant infrastructure to which the sums in question relate has been Completed, the District Council and County Council will provide a full account of costs spent and if there are any sums unexpended for the purpose for which they are hereunder defined (i.e. the actual cost of delivery of the specified infrastructure/purpose is less than the projected cost at the time of this Deed on which basis the sums herein where secured), the District Council and/or County Council (as applicable) will return the same plus all interested accrued to the Owner PROVIDED THAT:

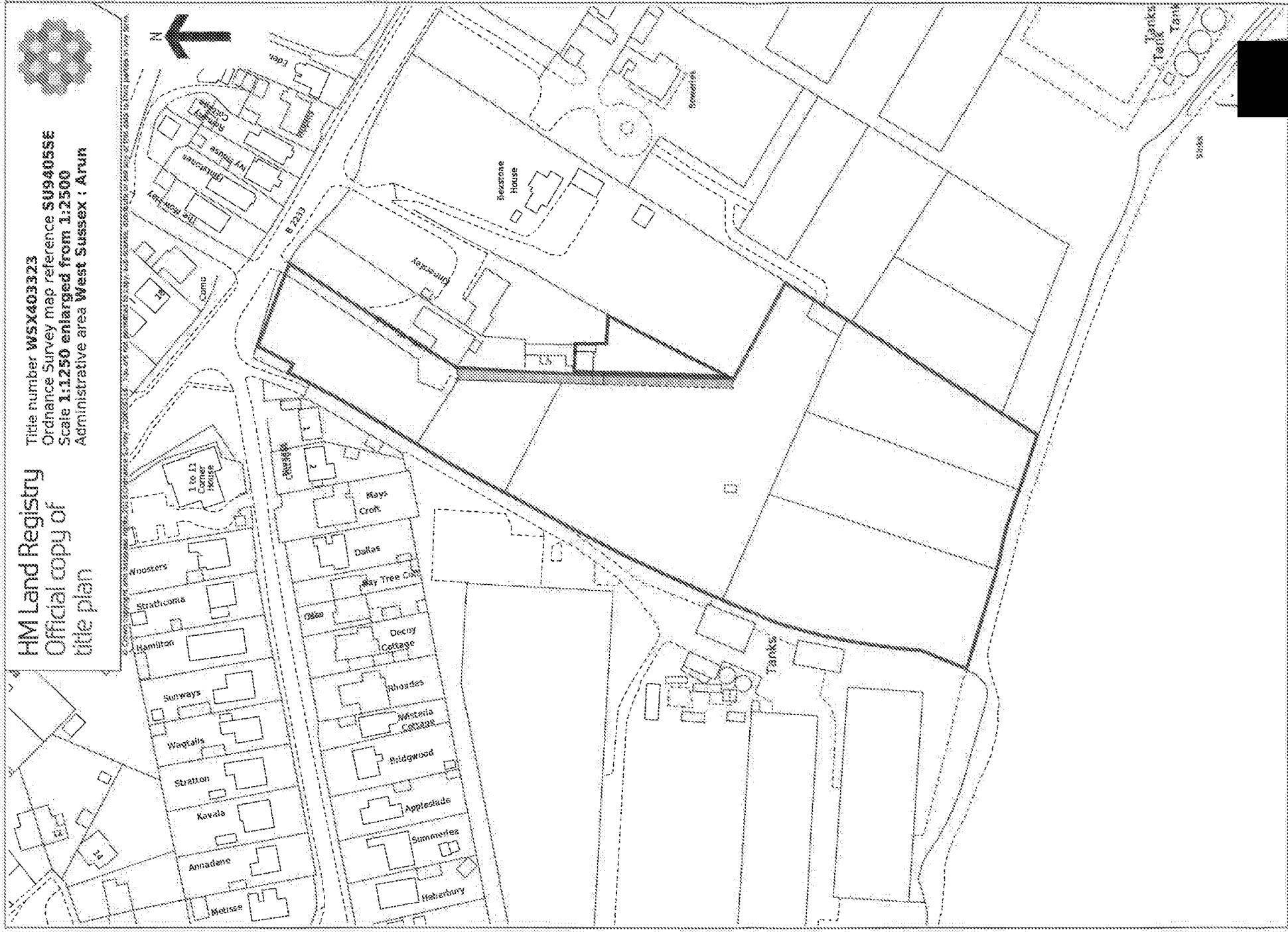
- (a) the Owner shall not make more than two requests per annum under this paragraph 6.1;
- (b) any sums unexpended but committed and still required as may be reasonably justified by the District Council or County Council will not be refunded until such time as the District Council or County Council are reasonably satisfied they are no longer required; and
- (c) the Owner may not make any requests under this paragraph 6.1 where the relevant infrastructure in question has been Completed and the District Council and/or the County Council as applicable has been through the process in paragraph 6.2 of this Schedule in relation to that relevant infrastructure or contribution.

- 6.2 Following the later of either 10 years from payment of the Early Years Contribution, SEND Contribution, Primary School Contribution, (as relevant) or five years from completion of the Primary School, the Owner may (acting reasonably) request an update from the County Council as to the application of the Early Years Contribution, SEND Contribution, Primary School Contribution paid hereunder and if such relevant infrastructure to which the sums in question relate has been Completed, the County Council will provide a full account of costs spent and if there are any sums unexpended for the purpose for which they are hereunder defined (i.e. the actual cost of delivery of the specified infrastructure/purpose is less than the projected cost at the time of this Deed on which basis the sums herein where secured), the County Council will return the same plus all interested accrued to the Owner.

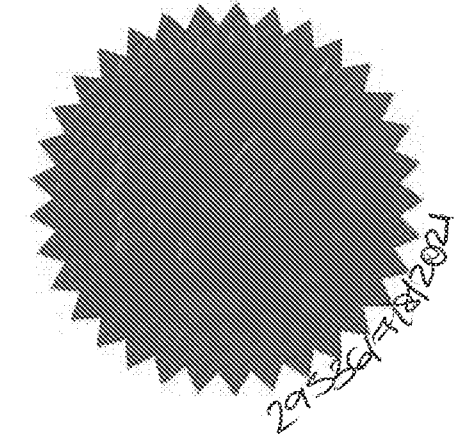
## SCHEDULE SEVEN

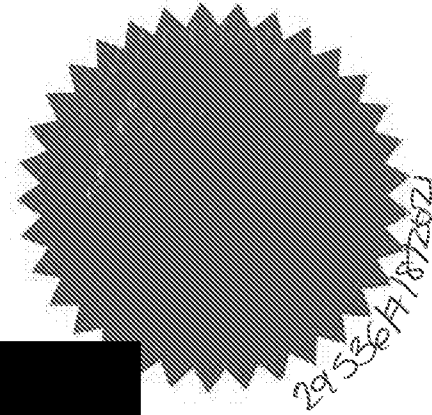
### THE PLANS

| Plan   | Description                                     | Plan Reference |
|--------|-------------------------------------------------|----------------|
| Plan 1 | Location Plan                                   | L-001          |
| Plan 2 | Highways Works, Internal Link and Junction Land | L-002          |
| Plan 3 | Affordable Housing Land                         | L-003          |
| Plan 4 | Play Area                                       | L-004          |
| Plan 5 | POS                                             | L-005          |

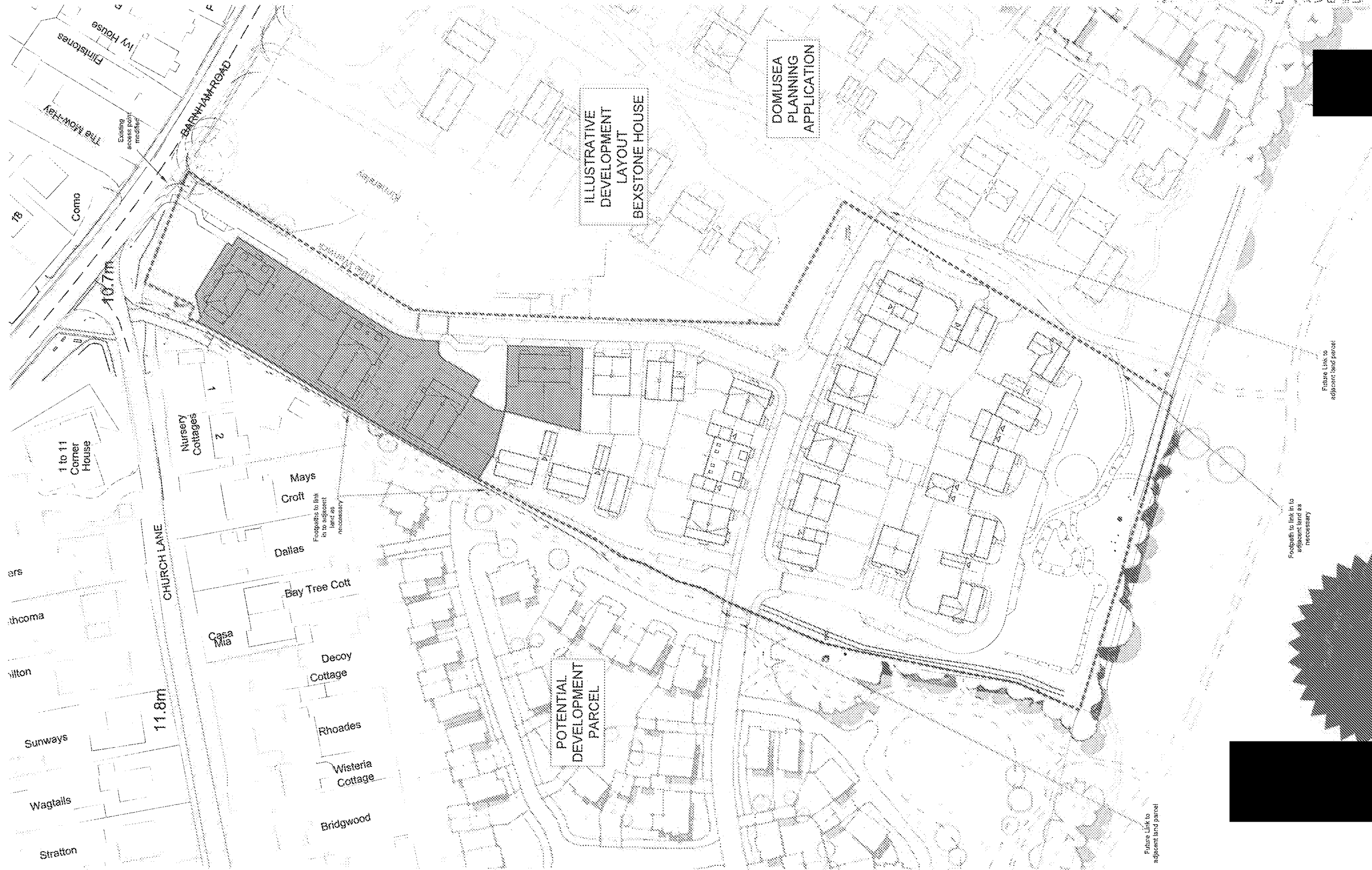


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Future Link to adjacent land parcel

Footpath to link in to adjacent land as necessary

Future Link to  
adjacent land parcels

Johns River  
Landacre (Eastergate) Ltd.

Job title  
Warwick Nursery, Barnham Road,  
Eastergate, PO20 3RT

Legend Plan 3

Scale  
1:500 @ A1 - / 1:1000 @ A3

|    |       |         |    |
|----|-------|---------|----|
| AK | Drawn | Checked | KF |
|----|-------|---------|----|

Job No. 6710  
Drawing No. L-003

## INFORMATION

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295367/8/2014

PLAN 4

DOM 2015: Health & Safety 15/03/2015

This information relates only to the planning application submitted in this drawing and is not to be used for any other purpose without the permission of the Council.



LOCATION  
OF PLAY  
AREA

ILLUSTRATIVE  
DEVELOPMENT  
LAYOUT  
BEXSTONE HOUSE

DOMUSEA  
PLANNING  
APPLICATION

POTENTIAL  
DEVELOPMENT  
PARCEL

Future Link to  
adjacent land parcel

Footpath to link in to  
adjacent land as  
necessary

Future Link to  
adjacent land parcel



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**ECE Architecture**  
[www.ecearchitecture.com](http://www.ecearchitecture.com)

Client's Name

Landacre (Eastergate) Ltd.

Job Title

Warwick Nursery, Barnham Road,  
Eastergate, PO20 3RT

Drawing Title

Legal Plan 4

Scale  
1:500 @ A1 / 1:1000 @ A3

Drawn  
AK

Checked  
KE

Date  
17.06.21

Job No  
6710

Drawing No  
L-004

Scale

INFORMATION



Future Link to adjacent land parcel

Footpath to link in to adjacent land as necessary

Future Link to adjacent land parcel

Landacre (Eastergate) Ltd.

Warwick Nursery, Barnham Road,  
Eastergate PO20 3RT

254 J. Sauer  
 "Lagerplan 5"

1:500 @ A1 / 1:1000 @ A3

|    |    |          |     |
|----|----|----------|-----|
| AK | KE | 17.06.21 | 025 |
|----|----|----------|-----|

| Job No | Drawing No | Rev |
|--------|------------|-----|
|        |            |     |

INFORMATION

## Appendix 1 – Draft Planning Permission

- Fire & Rescue Contribution (formula based)
- Police Services Contribution (£X,XXX)
- Healthcare Contribution (£XX,XXX.XX)
- Library Contribution (£XXX)
- Nursery Contribution (£XX,XXX)
- Nursery Land Contribution (£XXX)
- Primary School Contribution (£XXX,XXX)
- Primary School Land Contribution (£XXX,XXX)
- Secondary School Contribution (formula based)
- SEND Contribution (£XX,XXX)
- SEND Land Contribution (£X,XXX)
- Sixth Form Contribution (formula based)

The application site (dwelling yield of 44 units) comprises XX% of the overall BEW dwelling yield of 4,300 units as endorsed by the Framework Masterplan. Given that individual landowners are not part of the wider collaboration agreement or consortium and are seeking to come forward at different times, the above apportionment has been used to fairly and equally to distribute the strategic wide costs out. The above contributions have been deemed to be Regulation 122 compliant in respect of meeting the legal tests.

#### CIL DETAILS

The application site falls within the BEW Strategic Site and is therefore CIL Zone 1 (zero rated).

#### RECOMMENDATION

##### APPROVE CONDITIONALLY SUBJECT TO A SECTION 106 AGREEMENT

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby approved shall be carried out in accordance with the following approved plans:

PL-002 Rev A: Location Plan  
 PL-005 Rev G: Proposed Site Layout  
 PL-008 Rev C: Block Plan  
 PL-009 Rev B: Materials Plan  
 PL-010 Rev - : Site Sections  
 PL-011 Rev D: Public Open Space  
 PL-043 Rev - : Garages and Carports Plans and Elevations  
 PL-30 Rev - : Housetype EE  
 PL-31 Rev - : Housetype GG  
 PL-32 Rev - : Housetype JJ  
 PL-33 Rev - : Housetype OF  
 PL-34 Rev - : Housetype R  
 PL-35 Rev - : Housetype K  
 PL-36 Rev - : Housetype L  
 PL-37 Rev - : Housetype M

ARUN DISTRICT COUNCIL BN/153/20/PL

PL-38 Rev - : Housetype NN  
 PL-39 Rev - : Housetype OO  
 PL-40 Rev - : Housetype DDS  
 PL-41 Rev - : Housetype DDP  
 PL-42 Rev - : Flat Block Units  
 LAC-EAS-LS-001: Proposed Landscape Strategy Sheet 1 of 2  
 LAC-EAS-LS-002 Rev B: Proposed Landscape Strategy Sheet 2 of 2 Rev B

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy D DM1 and D SP1 of the Arun Local Plan.

- 3 No development above damp proof course (DPC) level shall take place unless and until a schedule of materials and finishes and samples of such materials and finishes to be used for external walls (and roofs) of the proposed dwellings have been submitted to and approved by the Local Planning Authority and the materials so approved shall be used in the construction of the building/extension.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity/setting of the Listed Building/ by endeavouring to achieve a building of visual quality in accordance with policies D SP1 and D DM1 of the Arun Local Plan.

- 4 No part of the development shall be first occupied until such time as the vehicular access serving the development has been constructed in accordance with the details shown on the drawing titled "Speed Reduction Scheme" and numbered 10635/302 Rev P4.

Reason: To secure satisfactory standards of access for the proposed development in accordance with policies T SP1 and T DM1 of the Arun Local Plan.

- 5 Prior to the completion of the respective dwelling, the vehicle turning spaces shall be constructed in accordance with the approved site plan. This space shall thereafter be retained at all times for their designated use.

Reason: In the interests of road safety and in accordance with policies T SP1 and T DM1 of the Arun Local Plan.

- 6 No dwelling shall be first occupied until the car parking serving the respective dwelling has been constructed in accordance with the approved site plan. Once provided the spaces shall thereafter be retained at all times for their designated purpose.

Reason: To provide car-parking space for the users of the development in accordance with Policy T SP1 and T DM1 of the Arun Local Plan.

- 7 No dwelling shall be first occupied until the Electric Vehicle Charging spaces serving the respective dwelling has been provided in accordance with the plans and details submitted to and approved by the Local Planning Authority. Once provided the charging shall thereafter be retained at all times thereafter for their designated purpose.

Reason: To provide EVC charging points to support the use of the electric vehicles in accordance with the national sustainable transport policies in accordance with T SP1 and T DM1 of the Arun Local Plan.

- 8 No dwelling shall be first occupied until covered and secure cycle parking spaces serving the respective dwelling has been provided in accordance with plans and details approved by the Local Planning Authority under condition 2 of this permission. Once provided the cycle parking shall thereafter be retained at all times thereafter for their designated purpose.

ARUN DISTRICT COUNCIL

Reason: To provide alternative travel options to the use of the car in accordance with policies T SP1 and T DM1 of the Arun Local Plan.

- 9 Details for the storage of waste on the premises shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. Once approved the waste storage shall be maintained as such at all times thereafter.

Reason: To protect the amenities of nearby residents in accordance with Arun Local Plan policy WM DM1.

- 10 Landscaping (hard and soft) shall be carried out in accordance with the details approved under condition 2 of this consent.

All planting, seeding or turfing comprised in the approved details shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy D DM1 and ENV DM4 of the Arun Local Plan. This is required to be a pre-commencement condition to ensure the planting can be agreed with the materials palette of the buildings.

- 11 No trees/or bushes/growing/and to be retained/on the site shall be damaged, uprooted, felled, topped or lopped without the prior written consent of the Local Planning Authority until 2 years after completion of the development hereby permitted. Any trees removed without such consent or being severely damaged or becoming seriously diseased or dying before the end of that period shall be replaced with trees of such size and species as may be agreed with the Local Planning Authority.

Reason: To ensure the retention of vegetation important to the visual amenity, /the ecological quality/and for the environment of the development in accordance with policies D DM1 and ENV DM4 of the Arun Local Plan.

- 12 No development shall commence until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

Reason: The site is of potential archaeological significance in accordance with Arun Local Plan Policy HER DM6. This is required to be a pre-commencement condition to ensure no irreversible harm to any archaeological significance is incurred throughout the undertaking of this development.

- 13 Prior to the commencement of construction works details of a proposed foul drainage system shall be submitted to and approved in writing by the Local Planning Authority (including details of its siting, design and subsequent management / maintenance) and no dwelling shall be occupied until works for the disposal of sewage have been fully implemented in accordance with the approved details.

Reason: To ensure that the proposed development has a satisfactory means of disposing of foul sewerage in accordance with policies W DM1 and W DM3 of the Arun Local Plan.

- 14 Development shall not commence, other than works of site survey and investigation, until full details of the proposed surface water drainage scheme have been submitted to and approved

in writing by the Local Planning Authority.

The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA. Winter groundwater monitoring to establish highest annual ground water levels and winter Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage. No building / No part of the extended building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W SP1, W DM1, W DM2 and W DM3 of the Arun Local Plan. This is required to be a pre-commencement condition because it is necessary to implement the surface water drainage system prior to commencing any building works.

- 15 Development shall not commence until full details of the maintenance and management of the surface water drainage system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturer's recommended design life. Upon completed construction of the surface water drainage system, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W DM1, W DM2 and W DM3 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition to ensure that the future maintenance and funding arrangements for the surface water disposal scheme are agreed before construction commences.

- 16 Immediately following implementation of the approved surface water drainage system and prior to occupation of any part of the development, the development/applicant shall provide the local planning authority with as-built drawings of the implemented scheme together with a completion report prepared by an independent engineer that confirms that the scheme was built in accordance with the approved drawing/s and is fit for purpose. The scheme shall thereafter be maintained in perpetuity.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies W SP1, W DM1, W DM2 and W DM3 of the Arun Local Plan.

- 17 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015,(or any order revoking or re-enacting that Order) the dwellings hereby permitted shall not have the roof altered or any hardstanding undertaken, in any way unless permission is granted by the Local Planning Authority on an application in that behalf.

Reason: (a) To enable the Local Planning Authority to control the development in detail in the interests of the amenities of adjoining residential occupiers and the locality in general in accordance with policy GEN7 of the Arun District Local Plan.

- 18 No construction/demolition activities shall take place, other than between 0800 to 1800 hours (Monday to Friday) and 0800 to 1300 hours (Saturday) with no activities on Sunday or Bank Holidays.

In addition to these hours of working the Local Planning Authority may approve in writing a schedule of activities where it is necessary to conduct works outside the hours specific in this condition.

Reason: To protect the amenity of local residents in accordance with Policies QE SP1 and QE DM1 of the Arun Local Plan.

19

Prior to commencement of the development hereby approved (or such other date or stage in the development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved in writing by the Local Planning Authority:

1. A 'Site Investigation Scheme', based on the Preliminary Risk Assessment submitted under this application, to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
2. Based on the 'Site Investigation Scheme' and the detailed risk assessment (1), an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
3. A 'Verification Report' providing details of the data that will be collected in order to demonstrate that the works set out in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Note: Any changes to these components, (1) to (3) require the express written consent of the Local Planning Authority.

The scheme shall be implemented as approved and, prior to commencement of any construction work (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a Verification Report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of that remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. The report shall also include a 'long-term monitoring and maintenance plan' for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification report, and for the reporting of this in writing to the Local Planning Authority.

Reason: To protect the amenity of local residents in accordance with Policy QE DM4 of the Arun Local Plan. This condition is required to be pre-commencement to ensure any contamination on site is appropriately remedied prior to works commencing.

20

No development shall commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,

- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,

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- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- details of public engagement both prior to and during construction works.
- noise impacts upon existing residential properties.

The noise impact assessment required above shall include noise from deliveries and operation of the development and shall include a noise mitigation scheme. The assessment shall have regard to the principles of BS 4142:2014 and achieve a difference between the measured 'rating' level and the measured 'background' level of at least BdB(A).

Reason: In the interests of highway safety and the amenities of the area in accordance with policy TSP1 of the Arun Local Plan.

- 21 Prior to the installation and use of lighting, details of the external lighting of the site shall be submitted to and approved in writing by the Local Planning Authority. These details shall include the predictions of both horizontal illuminance across the site and vertical illuminance affecting immediately adjacent receptors. The lighting installation shall comply with the recommendations of the Institution of Lighting Professionals (ILP) "Guidance Notes for the Reduction of Obtrusive Light" (GN01:2011). The lighting scheme for the site will need to take into consideration the presence of bats in the local area and the scheme should minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding unnecessary artificial light spill through the use of directional light sources and shielding.

Prior to installation of the lighting scheme the predicted illuminance levels shall be tested by a competent person to ensure that the illuminance levels agreed in the scheme are achieved. Should these levels be unable to be met, a report shall demonstrate what measures have been taken to reduce the levels to those agreed within the application scheme.

The approved installation shall be maintained and operated in accordance with the approved details unless the Local Planning Authority gives its written consent to a variation.

Reason: To protect the amenity of local residents and protected species in accordance with Policies QE SP1, QE DM2 and ENV DM5 of the Arun Local Plan.

- 22 No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport and in accordance with policies T SP1 and T DM1 of the Arun Local Plan.

- 23 Upon the first occupation, the Applicant shall implement the measures incorporated within the approved Travel Plan. The Applicant shall thereafter monitor, report and subsequently revise the travel plan as specified within the approved document.

Reason: To encourage and promote sustainable transport in accordance with policy T SP1 and T DM1 of the Arun Local Plan.

- 24 The development shall be undertaken in accordance with the mitigation measures set out in the Lizard Landscape Design (15 July 2020) and Phlorum (April 2020) Ecology Preliminary Ecological Appraisal Survey and Preliminary Protected Species and Bat Roost Assessment

Report, 01/1/2020

Survey and maintained in perpetuity, where required, at all times thereafter.

Reason: To protect local wildlife and protected species, in accordance with the relevant legislation and policy ENV DM5 of the Arun Local Plan.

- 25 Any works to the trees or vegetation clearance on the site shall be undertaken outside of the bird breeding season which takes place between 1st March - 1st October. If works are required within this time a suitably qualified ecologist shall survey the site for the presence of birds prior to any works taking place (within 24 hours of any work).

Reason: To protect local wildlife and protected species, in accordance with the relevant legislation and policy ENV DM5 of the Arun Local Plan.

- 26 Prior to the commencement of development an annotated site plan (showing siting, scale and nature of proposed biodiversity enhancement measures) shall be submitted to and approved in writing by the Local Planning Authority.

The development shall thereafter be carried out in accordance with these approved details and the biodiversity enhancements set out in the agreed details.

Reason: To ensure the proposals would result in a Net Biodiversity Gain, in accordance with the Environmental Bill and policy ENV DM5 of the Arun Local Plan.

- 27 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources (as described in the glossary at Annex 2 of the National Planning Policy Framework) unless it can be demonstrated that a fabric-first approach would achieve an equivalent saving.

Details and a timetable of how this is to be achieved for each phase or sub phase of development, including details of physical works on site, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The development shall be implemented in accordance with the approved details and timetable and retained as operational thereafter.

Reason: In order to secure a reduction in the use of energy at the site in accordance with national planning policy and policy ECC SP2 of the Arun Local Plan. This is required to be a pre-commencement condition because the approved measures may need to be built into the fabric of the buildings.

- 28 Prior to the occupation of any part of the development, a strategy for the provision of the highest available headline speed of broadband provision to future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall take into account the timetable for the delivery of 'superfast broadband' (defined as having a headline access speed of 24Mb or more) in the vicinity of the site (to the extent that such information is available). The strategy shall seek to ensure that upon occupation of a dwelling, the provision of the highest available headline speed of broadband service to that dwelling from a site-wider network is in place and provided as part of the initial highway works and in the construction of frontage thresholds to dwellings that abut the highway. Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site will continue in accordance with the approved strategy.

Reason: To safeguard the amenities of future residents in accordance with Arun Local Plan

REASON 28(1)(C)(2)

policy TEL SP1.

- 29 Prior to commencement of development the applicant shall prepare and submit for approval an Employment and Skills Plan. Following approval of the Employment and Skills Plan the development will implement and promote the objectives of the approved plan.

Reason: In accordance with Policy SKILLS SP1 of the Arun Local Plan. It is considered necessary for this to be a pre-commencement condition as it relates to the construction phase of development and to ensure measures are in place so that local crafts people and apprentices are employed on the development.

- 30 Prior to the commencement of development the applicant shall prepare and submit a Accessible Dwellings Plan detailing which dwellings on the site shall be provided to M4(2) and M4(3) standards. Following agreement in writing with the Local Planning Authority, the identified dwellings agreed shall be provided and retained as such at all times thereafter in perpetuity.

Reason: To promote a housing mix that accords with the demographic requirements of the District, as indicated in the Council's Strategic Housing Market Assessment and indicate within the Arun Local Plan and Arun District Council Design Guide SPD.

- 31 INFORMATIVE: This permission conveys consent under planning legislation only and contravention with other legislation e.g. protection of wildlife etc. should be considered.

- 32 INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

- 33 INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to .....

- 34 INFORMATIVE: The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact the Implementation Team Leader [REDACTED] to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

- 35 INFORMATIVE: The applicant is advised to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the proposed adoptable on-site highway works. The applicant is requested to contact the Implementation Team Leader [REDACTED] to commence this process. The applicant is advised that any works commenced prior to the S38 agreement being in place are undertaken at their own risk.

Temporary directional signs to housing developments (Major apps only 10 units +)

The applicant is advised that they must apply and obtain approval from West Sussex County Council as Highway Authority for all temporary directional signs to housing developments that are to be located on the highway. Further details of the process and how to apply are available here: <https://www.westsussex.gov.uk/roads-and-travel/information-for-developers/temporarydevelopment-signs/#overview>

## Appendix 2

### **'Planning Obligations: Explaining Contribution Calculations' (February 2020)**

## Planning Obligations: Explaining Contribution Calculations

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

Visit our website to download the calculators: [www.westsussex.gov.uk/s106](http://www.westsussex.gov.uk/s106).

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### Assessment of Additional Needs

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

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

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

Exclusions and reductions are as follows.

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

### Adults' Services

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

### Education and Schools

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

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

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

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

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

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

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

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

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

### Calculating Contributions

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

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

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

- Education Contributions = TPR x cost multiplier

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

- TPR = Number of year groups x ACP

Year groups are set out in the table below.

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

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

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

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

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

The cost multipliers are set out in the table below.

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

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

### Other Services for Children and Young People

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

### Libraries

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

The applied average standard is 32m<sup>2</sup> per 1,000 population, varying from 30m<sup>2</sup> to 35m<sup>2</sup>. Where a library is unable to meet these standards due to development, a reasonable contribution will be requested towards the service based on the adopted floorspace standards, the library building cost per square metre and the additional population coming from the proposed development.

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

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

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

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

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

### Calculating Contributions

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

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

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

- Contributions = extra library space required x Cost Multiplier

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

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

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

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

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

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

### Fire and Rescue Services

#### Fire Hydrants

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

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

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

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

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

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

### Infrastructure

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

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

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

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

### Calculating Contributions

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

- Fire and Rescue Contributions = Adjusted Population x Cost Multiplier

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

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

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

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### Waste Management

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

### Total Access Demand (TAD)

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

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

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

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

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

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

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

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

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

\* \* \*

Executed as a deed by

LANDACRE (EASTERGATE) LTD

in the presence of:



Signature of Witness:



Name of Witness:

RATAL KOZIEDA

Address of Witness:

178 WINTERBOURNE ROAD  
CHICHESTER, WEST SUSSEX  
PO19 6RS

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

)  
)  
)



Seal Number:

231/ 2021

Authorised Signatory:

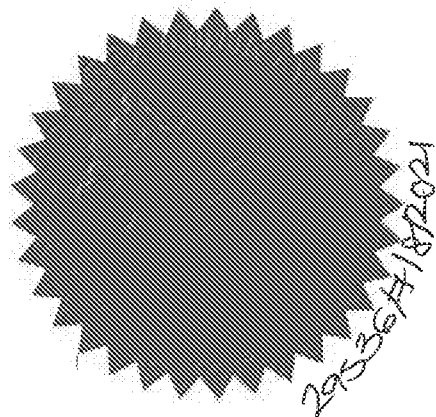


Name of Authorised Signatory:

EDWARD O'BRIEN

PROPERTY LAWYER

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



Seal Number:

.....



Authorised Signatory:

Name of Authorised Signatory:

JONATHAN BROWN  
.....