DATED 20 December 2024

Arun District Council (1)

and

West Sussex County Council (2)

and

Ian Yule Buchanan, Richard Graham Paterson, Susan Louise Rose and Andrew David Bridger (3)

and

Elberry Properties Limited (4)

AGREEMENT

pursuant to Section 106

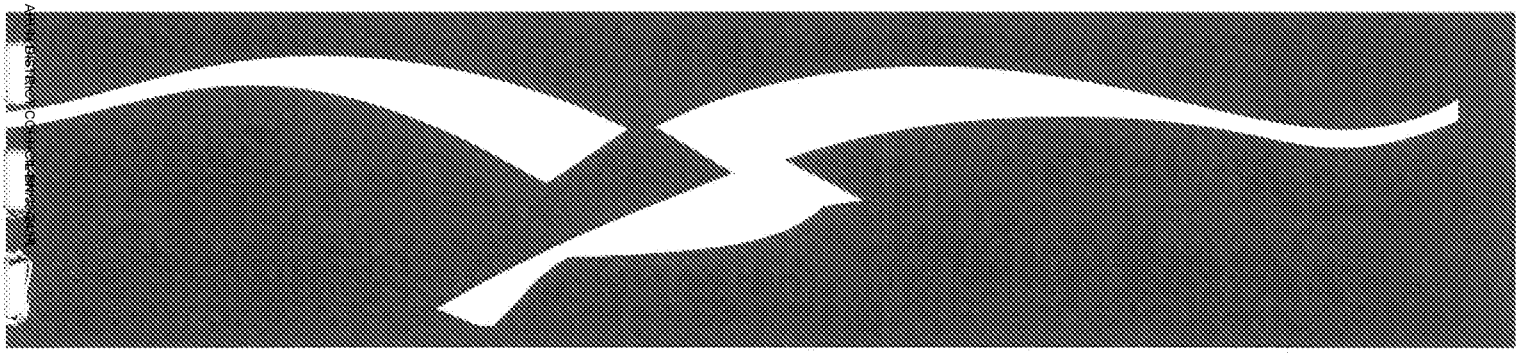
of the Town and Country Planning Act 1990

relating to Land to the rear of The Croft Surgery, Barnham Road, Eastergate, PO20 3RP

PLANNING APPLICATION: BN/38/24/PL

Arun District Council
The Civic Centre
Maltravers Road
Littlehampton BN17 5LF

DX 57406 LITTLEHAMPTON



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THIS DEED is dated 20 December 2024

(1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton BN17 5LF (the "**Council**");

(2) **WEST SUSSEX COUNTY COUNCIL of** County Hall, West Street, Chichester PO19 1RQ (the "**County Council**"); and

(3) **IAN YULE BUCHANAN, RICHARD GRAHAM PATERSON, SUSAN LOUISE ROSE and ANDREW DAVID BRIDGER** of The Croft Practice, Barnham Road, Eastergate, Chichester, West Sussex, PO20 3RP ("**the Owner**")

(4) **ELBERRY PROPERTIES LIMITED** (CRN: 05015436) whose registered office is at St. John's House, St. John's Street, Chichester, West Sussex, United Kingdom, PO19 1UU ('the Developer')

WHEREAS

(A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated and the authority responsible for the provision of housing.

(B) The County Council is a planning authority for the area in which the Site is situated and is responsible for the provision of facilities for education and fire and rescue services within its administrative area and is also the highway authority for the area in which the Site is situated.

(C) The Council shall be responsible for enforcing this Deed for all purposes.

(D) The County Council shall be responsible for enforcing this Deed so far as highway matters are concerned.

(E) The Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number WSX229203 and the Developer has an option to purchase the Site from the Owner.

(F) The Developer submitted the Planning Application for the proposed Development and the Council has resolved that subject to the completion of this Deed, Planning Permission will be granted.

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(G) The Owner and Developer have agreed to enter into this Deed to give planning obligations to the Council and the County Council upon the terms and subject to the conditions therein.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed:

Act means the Town and Country Planning Act 1990 (as amended from time to time);

Additional First Homes Contribution means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 3.9, 3.10 or 4 of Part 3 of the Second Schedule, the lower of the following two amounts:

(a) 30% of the proceeds of sale; and

(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

Affordable Housing means housing including Social Rented Housing, Affordable Rented Housing, Intermediate Housing and First Homes,

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 the subsidy to be recycled for alternative affordable housing provision;

Affordable Housing Commuted Sum means a financial contribution calculated in accordance paragraph 2.9 of Part 2 of the Second Schedule;

Affordable Housing Disposal means a disposal of the Affordable Dwelling Units and/or land upon which those units are to be constructed to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and "**Dispose**" and "**Disposed**" shall be construed accordingly;

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

(a) 4 Affordable Rented Housing Units shaded blue on the Affordable Housing Plan; and

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

Affordable Housing Plan means the plan annexed to this Deed at Appendix 7 setting out the Affordable Housing Mix and for the avoidance of doubt the Affordable Housing Plan shall include any subsequent variations to the Affordable Housing Plan subject to any such variation being approved by the Council in writing by way of deed;

Affordable Housing Provider	means either one or a combination of: (a) a Registered Provider who is on the Council list of Approved Affordable Providers (annexed as Appendix 4); or (b) any other provider of Affordable Housing who is approved by the Council in writing; or (c) such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing; or (d) the Council
Affordable Housing Unit	means the minimum of 30% of the Dwellings that are to be constructed pursuant to the Development in accordance with the Affordable Housing Mix and shown shaded blue and purple on the Affordable Housing Plan and Affordable Housing Mix and "**Affordable Housing Units**", "**Affordable Housing Dwelling**" and "**Affordable Housing Dwelling Units**" shall be construed accordingly;
Affordable Rent	means rented housing provided by a RP or AAHP that is outside the National Rent Regime, subject to other rent controls that require it to be offered to eligible households at a minimum rent level up to 80% of local market rent (inclusive of service charge at the time of each letting) which rent may be increased annually by no more than CPI + 1.0% or in the event of any change to legislation in relation to Affordable Rent, such other rent level which may be applicable at the time of each letting. "Affordable Rent Unit" and "Affordable Rent Units" shall be construed accordingly;
Affordable Rented Housing Units	means a form of Affordable Housing involving homes being available at a rent level up to 65% of local market rent (inclusive of service charge at the time of each letting) which rent may be increased annually by no more than CPI + 1.0% or in the event of any change to legislation in relation to Affordable Rent, such

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	other rent level which may be applicable at the time of each letting. "**Affordable Rent Unit**" and "**Affordable Rent**" shall be construed accordingly;
Armed Services Member	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
Base Rate	means the Bank of England standard base rate;
Change in Ownership Form	means notice in the form annexed to this Deed at Appendix 6;
CIL Regulations	means the Community Infrastructure Regulations 2010 No. 948 (as amended);
Commencement of Development	means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act (and the phrase "**Commence Development**" shall be construed accordingly) but disregarding for the purposes of this Deed and for no other purpose, the following operations: site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences, signage and hoardings around the Site;
Commencement Notice	means notice in the form annexed to this Deed at Appendix 1;
Compliance Certificate	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 3.3 of Part 3 the Second Schedule applies the Eligibility Criteria (Local);

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County Council Monitoring Fee	means the total sum of £780 (seven hundred and eighty pounds) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
Default Interest Rate	means 4% per annum above the Base Rate applicable at the Specified Date or the actual date on which the relevant obligation under this Deed is paid whichever is the higher;
Development	means the development of the Site by construction of 21 No. dwellings, access, landscaping and associated works as more particularly set out in planning application reference BN/38/24/PL.
Development Standard	means a standard to fully comply with the following:- (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015; (b) all national construction standards and planning policy relating to design which published by the Secretary of State or by the Council as at the date of this Deed; (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited; (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings);
Discount Market Price	means a sum which is the Market Value discounted by at least 30%;

Disposal means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

(a) a letting or sub-letting in accordance with paragraph 3.14 of Part 3 of the Second Schedule;

(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner;

(c) an Exempt Disposal;

and "**Dispose**", "**Disposed**" and "**Disposing**" shall be construed accordingly;

Dwelling means any residential dwelling (including a house, flat or bungalow) permitted to be constructed pursuant to the Planning Permission and "**Dwellings**" shall be construed accordingly;

Eligibility Criteria (National) means criteria which are met in respect of a purchase of a First Home if:

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

Eligible Criteria (Local) means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross

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income) does not exceed the Income Cap (Local) (if any); and

(b) any or all of criteria (i) (ii) and (ii) below are met:

(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or

(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker;

Exempt Disposal means the Disposal of a First Home in one of the following circumstances:

(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;

(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;

(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 4 of Part 2 of the Second Schedule shall apply to such sale),

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provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 3.14 of Part 2 of the Second Schedule;

First Home means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and '**First Homes**' shall be construed accordingly;

First Homes Owner means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

(a) the Owner; or

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

(c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 3.14 of Part 3 of the Second Schedule;

First Time Buyer means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

Homes England means the Homes and Communities Agency trading as Homes England as established under the Housing and Regeneration Act 2008;

Housing Allocations Policy means the prevailing Council policy which sets out eligibility for households on the Council's housing register and the procedure for nominations from the housing register to Affordable Housing Units when allocations are made;

Income Cap (Local)	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home;
Income Cap (National)	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;
Index	means: (a) in relation to the Council the 'All Items' index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department; (b) in relation to the County Council such increase to sums payable to the County Council by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the date of consultation (29th May 2024) and the date that payment of the relevant contribution is due to the County Council;
Index Linked	means indexation (which may increase or decrease) in accordance with clause 7.3 below;
Intermediate Housing	means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, Intermediate Rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the NPPF;
Intermediate Rent	means Affordable Housing for rent and provided at a cost above Social Rent but below Market Value;

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Interest Bearing Account means an interest bearing account with a major clearing bank which attracts a rate of interest and which is on terms which would be acceptable to a reasonably prudent local authority;

Key Worker means:

such categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal;

Local Connection Criteria means where:

(a) the applicant or their partner are currently living in the Arun District and have lived in the Arun district permanently for at least 3 years immediately prior to the application date; or are currently living in the Arun District and have lived permanently in the Arun District for 5 years out of the last 10 years; or

(b) the applicant or their partner has worked on a full or part time basis (16 hours per week) in the Arun District for the past 2 years and remains in employment in the Arun District; or

(c) the applicant or their partner needs to be in the Arun District to give or receive regular daily support from or for a close relative (parents, adult children, brother and/or sister). This support must be required on an ongoing long-term basis and cannot be provided by other family members or available support agencies. The family member must be permanently resident in the Arun District and have lived in the District permanently for at least 10 years immediately prior to the application date;

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Local Housing Allowance means the allowance used to assess housing benefit entitlement for people on a low income renting from a private landlord in the vicinity;

Market Housing Unit means each and every Dwelling (other than an Affordable Housing Unit) to be constructed pursuant to the Development and "**Market Housing Units**", "**Market Housing**", "**Market Dwelling**" and "**Market Dwellings**" shall be construed accordingly;

Market Value means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book);

Monitoring Fee means the sum of £1000 (one thousand pounds) payable to the Council in accordance with paragraph 2 of the First Schedule in accordance with Regulation 122(2A) of CIL in respect of the cost of monitoring (including reporting under CIL) in relation to the delivery of these Planning Obligations;

Mortgagee means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;

Nominations Agreement means a nomination agreement entered into by a Registered Provider (referred to in the list of Approved Affordable Providers at Appendix 4 of this Deed) with the Council in respect of the Affordable Dwellings containing provisions substantially in the form set out in the Appendix 5 to this Deed;

Nomination Rights means the right of the Council to nominate occupiers to the Affordable Dwelling Units in accordance with paragraph 2.9 of Part 2 of the Second Schedule to this Deed;

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NPPF	means the National Planning Policy Framework in force at the time that this Deed is completed or at the time any appeal is determined;
Occupation	means occupation of the Development for the purposes of the Planning Permission for the beneficial use of the Dwellings and for the avoidance of doubt excludes occupation for fitting out and use of the Dwellings for show homes or marketing purposes and reference to "**Occupied**", "**Occupy**", "**Occupiers**" and "**First Occupation**" shall be construed accordingly;
Payment Notice	means a notice in the form annexed to this Deed as Appendix 2;
Plan	means the plan attached at Appendix 3;
Planning Application	means the application registered by the Council on 27 March 2024 with reference number BN/38/24/PL for the Development;
Planning Condition	means any condition subject to which the Planning Permission is granted;
Planning Obligations	means the obligations, conditions and stipulations set out in First Schedule and Second Schedule and "**Planning Obligation**" shall be construed accordingly;
Planning Permission	means the planning permission to be granted pursuant to the Planning Application;
Practical Completion	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied;
Price Cap	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;

Provide in the case of Affordable Housing Units, means:

a) Practically Completed

b) Ready for First Occupation

c) In a Serviced Condition; and

d) A binding contract has been entered into with a Registered Provider to transfer the unencumbered freehold of the Affordable Housing Units and their curtilages (or in the case of any Affordable Dwellings which are flats or apartments the grant transfer shall be of a leasehold interest of at least 125 years free from encumbrances),

to design and construct to Practical Completion such units for habitation in accordance with the Design and Quality Standards of the Homes England or any replacement standards (or equivalent standards published by any replacement or successor body) to the reasonable satisfaction of the Registered Provider and "**Provide**" and "**Provided**" shall be construed accordingly;

Qualifying Occupier means a person who qualifies for Affordable Housing within the Second Schedule to this Deed and including residents of the district of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income;

Qualifying Trigger means any trigger contained within this Deed including a financial contribution trigger that attracts the County Council Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council;

Reasonable Endeavours means those reasonable steps which a prudent and determined person or company acting in his or its best interests and anxious to achieve the stated objective would take (save where this Deed otherwise indicates);

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Registered Provider	means an Affordable Housing Provider as provided for in the Housing and Regeneration Act 2008 and which is registered with the Regulator of Social Housing and which has been approved by the Council (such approval not to be unreasonably withheld or delayed) PROVIDED ALWAYS that if Registered Provider shall have ceased to exist or have been superseded then the expression shall be taken to mean such nearest equivalent body whose objectives include the provision of low cost housing for renting or shared ownership by local people as the Council may reasonably approve for the purposes of this Deed (such approval not to be unreasonably withheld or delayed);
Regulator of Social Housing/Regulator	means the organisation empowered to regulate Registered Providers under the Housing and Regeneration Act 2008, in line with the Legislative Reform (Regulator of Social Housing) (England) Order 2018, or any successor body having functions currently exercised by the Regulator;
Rent Standard	means the standard for registered providers requiring them to comply with specified rules relating to rent published by the Regulator of Social Housing or their successors in title;
Reserved Matters Approval(s)	means approval by the Council of one or more matters reserved for approval by the Planning Permission;
RICS	means the Royal Institute of Chartered Surveyors;
RP Mortgagee	means any mortgagee or chargee of the Affordable Housing Provider and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
SDLT	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

Secondary School Transport Contribution	means the sum of £71,736 (seventy one thousand seven hundred and thirty six pounds) calculated in accordance with the Secondary School Transport Contribution Methodology which shall be paid in accordance with clause 1 of the First Schedule, to be used towards school transport for the number of secondary school children expected from the Development to the nearest secondary school with places available. Transporting pupils from within Arun District will be required until all pupils have completed full time statutory education at the completion of year 11;
Secondary School Transport Methodology	shall mean the method of calculation of the Secondary School Transport Contribution calculated by the County Council based on the current costs for transporting school aged children using passenger transport, to the nearest secondary school with places available, based on £1434 per pupil, per year (for 2022/23 costs are revised annually in April). The temporary costs to transport children to the nearest available or West Sussex catchment school with space is calculated by using the equation A / B x C = D and D x (E x G) x F = Secondary School Transport Contribution Where: A – actual cost of transport per day in West Sussex for bus/coach travel to school, at the time of the signing of the legal agreement. Which for 2022/23 is £400 per day, with costs revised annually B – coach capacity (53) C - number of academic days in a year (190) D - Cost per pupil per year (400 per day / 53 = £7.54 x 190 = £1434 per pupil per year for 2022/23; costs are reviewed annually in April)

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

F – 5 years of Secondary Education

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

Secretary of State means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;

Section 73 Consent means a planning permission granted pursuant to Section 73 of the Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to Section 73 of the Act was granted subject to;

Serviced Condition means in relation to land to be used for the Affordable Housing Units, the remediation of the land fit for its end use and the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary in accordance with a scheme which the Owner shall submit to the Council;

Shared Ownership Lease means a lease in the form or substantially in the form of the Homes England model form from time to time or in such other form as shall be approved by the Council such approval not to be unreasonably withheld or delayed;

Site means land on the south east side of Fontwell Avenue, Eastergate, Chichester against which this Deed is enforceable and as shown edged red but excluding the land coloured blue on the Plan;

Social Rent means the housing for which guideline target rents are determined through the Rent Standard;

Social Rented Housing	means rented housing owned and managed by local authorities, Registered Providers or an AAHP, for which guideline Target Rents are determined through the Rent Standard
Specified Date	means the date upon which a Planning Obligation arising under this Deed is to be carried out or is due to be performed;
Target Rents	means rents for social rented properties calculated in accordance with the formula rents published by the Regulator of Social Housing or their successors in title and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
VAT	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
Working Day	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this Deed.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.7 References to clauses and schedules are to the clauses and schedules of this Deed.

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1.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

2.1 This Deed is made pursuant to the provisions of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.

2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council and the County Council in accordance with section 106 of the Act and any other enabling powers.

3 CONDITIONALITY

3.1 Clauses 2 (Statutory Provisions), 3 (Conditionality), 6 (Confirmation of Interest), 7 (Index Linked), 12 (Interest on Late Payment), 14 (No Fetter of Discretion), 19 (Notices), 21 (Value Added Tax), 22 (Third Party Rights) and 23 (Jurisdiction) of this Deed shall take effect on the date hereof.

3.2 The remainder of this Deed is conditional on the grant and issue of the Planning Permission and Commencement of Development.

3.3 In the event that the Planning Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Deed is also conditional upon:

(a) The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:

(i) Necessary to make the Development acceptable in planning terms; and

(ii) Directly related to the Development; and

(iii) Fairly and reasonably related in scale and kind to the Development; and

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(iv) Complies, in all other respects with Regulation 122 of the CIL Regulations.

4 COVENANTS TO THE COUNCIL

4.1 The Owner and the Developer covenant and agree with the Council and or County Council (as applicable) with the intent to bind each and every part of the Site:

(a) To give the Council and the County Council written notice of the date of Commencement of Development within 7 (seven) Working Days of it occurring in the form set out in the Commencement Notice at Appendix 1;

(b) All payments due under this Deed shall be forwarded to the Council or the County Council (as applicable) and shall have attached to them a copy of the Payment Notice duly completed in the form annexed at Appendix 2;

(c) To carry out the Development in a manner consistent with the provisions of the Planning Permission unless otherwise agreed with the Council; and

(d) To perform the covenants, restrictions and obligations contained in this Deed and in the Schedules to this Deed.

5 COVENANTS BY THE COUNCIL AND COUNTY COUNCIL

5.1 The Council covenants with the Owner and Developer to observe and perform the covenants, restrictions and obligations contained in the Third Schedule.

5.2 The County Council covenants with the Owner and Developer to observe and perform the covenants, restrictions and obligations contained in the Fourth Schedule.

6 CONFIRMATION OF INTEREST

6.1 The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6.2 Until the covenants, restrictions and obligations in the First Schedule and Second Schedule have been complied with, the Owner will give to the Council and the County Council; within 7 (seven) Working Days, notice of any conveyance, transfer, lease, assignment, mortgage or

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other disposition entered into in respect of all or any part of the Site by way of the Change in Ownership Form PROVIDED THAT this obligation shall not apply to any conveyance, transfer, lease, assignment, mortgage or other disposition of an individual Dwelling or to a statutory undertaker acquiring an interest for the purposes of its undertaking.

7 INDEX LINKED

7.1 All financial contributions payable to the Council shall be Index Linked.

7.2 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or the County Council (as the case may be) shall advise the Owner in writing.

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

A = B x (C divided by D)

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Deed

C is the BCIS Index for the month two months before the Specified Date

D is the BCIS Index for the month two months before the date that Planning Permission is granted

C/D is equal to or greater than 1

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

$$A = \frac{B \times C}{D} \text{ is equal to or greater than } 1$$

where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index at the date payment falls due

D is the BCIS Index at the date of consultation (29th May 2024)

and Indexation shall be construed accordingly;

8 RELEASE

8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site, or parting with its interest in that part of the Site to which the relevant covenant, restriction or obligation relates, save in respect of any breach subsisting prior to parting with such interest.

8.2 Save in respect of the obligations relating to Affordable Housing set out in the Second Schedule, this Deed shall not be enforceable against any owner or occupier of any Dwelling provided as part of the Development or any statutory undertaker acquiring an interest in the Site for the purposes of its undertaking or against their mortgagees, chargees or person deriving title from them.

8.3 Save in respect of the obligations relating to Affordable Housing set out in the Second Schedule this Deed shall not be enforceable against any Registered Provider who acquires an interest in the Site or against their mortgagees, chargees or person deriving title from them.

9 DETERMINATION OF DEED

9.1 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of sections 91, 92 and 93 of the Act or is revoked or modified in accordance with sections 97 to 100 inclusive of the Act without the consent of the Owner this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach) with the exception of clause 11 (costs).

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10 LOCAL LAND CHARGE

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

11 COSTS

The Owner shall pay to the Council on or before the date of this Deed:

11.1 the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed; and

11.2 the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed and the County Council Monitoring Fee.

12 INTEREST ON LATE PAYMENT

12.1 If any sum or amount has not been paid to the Council or to the County Council by the Specified Date, the Owner shall pay the Council or to the County Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis from the Specified Date until actual payment.

13 DISPUTES

13.1 The Parties shall use their reasonable endeavours to resolve any dispute, controversy or claim arising out of or relating to this Deed, including but not limited to any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, within 28 (twenty eight) days of the dispute arising.

13.2 Failing the resolution of any such dispute, disagreement or difference within 28 (twenty eight) days of the same arising it may be referred for determination in accordance with the provisions of this clause 13 on the reference of any of the Parties to the dispute.

13.3 Any dispute, disagreement or difference arising out of the provisions relating to Affordable Housing the same shall be referred to an independent Chartered Surveyor of at least fifteen (15) years standing who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of RICS or their deputy.

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13.4 In the case of any legal requirement or interpretation or other matter regarding this Deed the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council.

13.5 The determination of the Expert (including any determination as to the responsibility for the payment of their own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

13.6 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:

(a) the Expert shall call for representations from all Parties within 21 days of a reference to them under this Deed and require the Parties to exchange representations within this period;

(b) the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in clause 13.6(a) above to make counter representations;

(c) any representations or counter representations received out of time may be disregarded by the Expert;

(d) the Expert shall provide the Parties with a written decision (including their reasons) within 28 days of the last date of receipt of counter representations and the Expert shall be entitled to call for such independent expert as they shall think fit;

(e) Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award;

(f) unless this Deed has already been terminated each of the respective Parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute for resolution pursuant to this clause 13.6(f) (but without prejudice to the rights and obligations of the respective Parties in relation to the termination of the Deed).

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14 NO FETTER OF DISCRETION

14.1 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

15 WAIVER

15.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

16 FUTURE PERMISSIONS

16.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

17 AGREEMENTS AND DECLARATIONS

17.1 The parties agree that nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

17.2 Where the agreement, approval, consent or expression of satisfaction is required from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

18 SECTION 73 CONSENTS

18.1 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:

(a) the obligations in this Deed shall relate to and bind such Section 73 Consent; and

(b) the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself

PROVIDED THAT:

18.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

18.3 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent

19 NOTICES

19.1 Any notice or other communication to be given under this Deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service; or

(c) by commercial courier; or

(d) by email to planning@arun.gov.uk quoting the Planning Application number.

19.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

(a) to the Council at: Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF for the attention of the Planning Department and quoting the Planning Application number;

(b) to the County Council at the Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application Number;

(c) to the Owner at The Croft Practice, Barnham Road, Eastergate, Chichester, West Sussex PO20 3RP;

(d) to the Developer at St. John's House, St. John's Street, Chichester, West Sussex, United Kingdom, PO19 1UU

19.3 Any notice or other communication given in accordance with this clause will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt PROVIDED THAT if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

(b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or

(c) if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed; or

(d) if sent by email to the Council at planning@arun.gov.uk provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day.

19.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, applicable, any arbitration or other method of dispute resolution.

20 CANCELLATION OF ENTRIES

20.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

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20.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 10 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

21 VALUE ADDED TAX

21.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

21.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

22 THIRD PARTY RIGHTS

22.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

23 JURISDICTION

23.1 This Deed is governed by and interpreted in accordance with the law of England.

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FIRST SCHEDULE

COVENANTS BY THE OWNER

The Owner covenants as follows:

1. SECONDARY SCHOOL TRANSPORT CONTRIBUTION

The Owner hereby covenants with the County Council that upon or before First Occupation of the 8th Open Market Dwelling the Owner shall pay to the County Council the Secondary School Transport Contribution Index Linked.

2. MONITORING FEE

2.1. To pay to the Council the Monitoring Fee prior to the Commencement of the Development.

2.2. Shall not cause or permit the Development to be Commenced until the Monitoring Fee has been paid to the Council.

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SECOND SCHEDULE

PART 1 – AFFORDABLE HOUSING

The Owner covenants with the Council as follows:

1 GENERAL

1.1 That thirty percent (30%) of the Dwellings shall be Provided as Affordable Housing Units in accordance with the Affordable Housing Mix;

1.2 To Provide the Affordable Housing Units in accordance with the Affordable Housing Mix set out in the Affordable Housing Plan at Appendix 7 and this Schedule;

1.3 To ensure that all the Affordable Housing Units are built "tenure blind" in respect of external design and features so that they are broadly materially indistinguishable from the Market Housing;

1.4 Not to Occupy or cause or permit the Occupation of more than:

(a) 50% of the Market Housing Units until 50% of the Affordable Housing Units have been completed and not to Occupy or cause or permit the Occupation of more than 50% of the Market Housing Units until the Owner has entered into a legally binding contract with an Affordable Housing Provider for the Disposal of the Affordable Housing Units (either freehold or leasehold) for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Part 1 of this Schedule (unless otherwise agreed in writing by the Council)

(b) the remaining 50% of the Market Housing Units or such other number of Market Housing Units as may be agreed in writing by the Council unless and until the remaining Affordable Housing Units have been constructed and are ready for Occupation.

1.5 Subject to paragraph 1.4 of this Schedule, with effect from the date on which they are completed the Affordable Housing Units shall not be Occupied other than by a Qualifying Occupier and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Affordable Housing Units but to all subsequent occupiers of the Affordable Housing Units.

2 AFFORDABLE HOUSING EXCLUDING FIRST HOMES

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2.1 For the avoidance of doubt the provisions in this paragraph 2 of this Schedule shall apply to the Affordable Housing Units excluding First Homes which are dealt with in paragraph 3 of this Schedule below.

2.2 For the disposal of the Affordable Housing Units they shall not be used other than for Affordable Housing to be provided to households in accordance with the Transfer Requirements set out in paragraph 2.5 below prevailing at the time when allocations are made and shall be retained in perpetuity as Affordable Housing save that:

(a) an Affordable Housing Unit is Occupied in accordance with this paragraph nothing in this Deed shall prevent the Occupation of that Dwelling by the spouse partner or dependants of that person or such other category of person entitled to Occupy or continue to Occupy under prevailing housing legislation;

(b) where an Affordable Housing Unit is Occupied in accordance with this paragraph by the spouse or partner nothing in this Deed shall prevent the continued Occupation of that Dwelling by the survivor of them or such other category of person entitled to Occupy or continue to Occupy under prevailing housing legislation;

(c) any tenant (including their mortgagees or chargees or successors in title) who has exercised the right to buy pursuant to the Housing Act 1996 or any other statutory provision for the time being in place in respect of a particular Affordable Housing Unit will not be bound by this Deed;

(d) any Shared Ownership Lessee (including their mortgagees or chargees or successors in title) who subsequently purchases all the remaining shares from the Registered Provider will not be bound by this Deed;

(e) any RP Mortgagee in possession shall not be bound by this Deed provided that the RP Mortgagee has first complied with paragraph 2.9(e) of this Schedule.

2.3 That all the Affordable Housing shall be advertised in accordance with the Council's Housing Allocations Policy to the satisfaction of the Council;

2.4 To notify the Council in writing on each occasion during the period of seven years beginning with the date of Commencement of Development on which an Affordable Housing Unit ceases to be a qualifying dwelling within the meaning of the CIL Regulations.

2.5 **Mechanics of Transfer**

(a) The Owner shall offer the Affordable Housing Units to an Affordable Housing Provider ("**First Offer**") by provision of:

(i) a contract for the sale of land; and

(ii) a draft transfer which shall include the provisions set out in paragraph 2.6 below.

(b) The First Offer shall remain open for acceptance for no less than two (2) months from the date of the First Offer being made ("**First Offer Period**")

(c) In the event that the First Offer made in accordance with paragraph 2.5(a) above is not accepted within the First Offer Period then the Owner shall make a second offer to transfer the Affordable Housing Units to an Affordable Housing Provider ("**Second Offer**") by provision of a contract for the sale of land and a draft transfer which shall include the provisions set out in paragraph 2.6 below.

(d) The Second Offer shall consist of the same terms as the First Offer subject to revisions necessitated by the lapse of time;

(e) The Second Offer shall be made not later than one (1) month after the expiry of the First Offer Period.

(f) The Second Offer shall remain open for acceptance for no less than two (2) months from the date of the Second Offer being made ("**Second Offer Period**").

2.6 The Owner covenants with the Council that any transfer of Affordable Housing Units to an Affordable Housing Provider will contain the following provisions:

(a) The grant by the Owner of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Units;

(b) A reservation of all rights and access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings, estate infrastructure, and public areas on the Site; and

(c) The imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Market Dwellings.

2.7 The Owner covenants with the Council:

(a) to take all reasonable and prudent steps within its power to avert the repossession of the Affordable Housing Units by any RP Mortgagee or the exercise by any such RP Mortgagee of a power of sale and for these purposes in the event of a default under the security or likely default to cooperate fully with the Council to assist in arranging the transfer of the Affordable Housing Units with sitting tenants to another Affordable Housing Provider or, at the Council's option, to the Council;

(b) In the event that the Owner becomes aware that the Affordable Housing Provider has received notification from any RP Mortgagee of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable; and

(c) In the event that the Owner becomes aware of any notice, order or direction having been served, made or given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Housing Units, to notify the Council of this as soon as reasonably practicable.

2.8 The Owner and the Council hereby agree that subject to and without prejudice to the powers and requirements of the Homes England under the Housing Act 1996 in the event of a default under any security referred to in paragraph 2.7 the Disposal of any interest in the Affordable Housing Units by the RP Mortgagee in the exercise of its power of sale will not be prevented.

2.9 **Commuted Sum Payable if First and Second Offer Not Implemented**

(a) In the event that the Second Offer is not accepted within the Second Offer Period then the Owner may on or before the Occupation of 10 of the Market Dwellings pay to the Council the Affordable Housing Commuted Sum whereupon once such sum has been paid to the Council the Owner and any successors in title shall be released from the provisions of this paragraph 2.9(a) insofar as it relates to the Affordable Housing Units and the Affordable Housing Units may be sold on the open market as Market Dwellings

PROVIDED THAT

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(i) The Owner shall have provided the Council with written evidence of their Reasonable Endeavours to dispose of the Affordable Housing Units to an Affordable Housing Provider; and

(ii) The Council shall, acting reasonably, have confirmed in writing that such Reasonable Endeavours were reasonable or an Expert shall have determined that such Reasonable Endeavours were reasonable; and

(iii) The Owner shall pay to the Council the Affordable Housing Commuted Sum for each of the Affordable Housing Units in relation to which the First and Second Offers have not been accepted within 20 working days of the end of the Second Offer Period;

(b) The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula:

X multiplied by Y = the Affordable Housing Commuted Sum

Where: X = £80,000; and

Y = the number of Affordable Housing Units which will not be provided on the Site as part of the Development in accordance with the terms of the Deed

(c) **Nomination Rights**

(i) To procure that the Affordable Housing Provider offers Nomination Rights to the Council to the first Occupation of the Affordable Housing Units PROVIDED THAT if the Council do not accept such offer then the Affordable Housing Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:

(A) any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant; or

(B) any family association in the District of Arun in accordance with the Council's Housing Allocations Policy; or

(C) any employment opportunity in the District of Arun; or

(D) any other connection with the District of Arun District

but for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the Affordable Housing Provider.

(ii) To procure that the Affordable Housing Provider shall within 3 months of the legal completion of the transfer, or such other period as may be agreed with the Council in writing, enter into a Nominations Agreement (in like terms to that in the Draft Nominations Agreement in Appendix 5) with the Council.

(iii) The Owner covenants with the Council:

(A) in the event that the Owner becomes aware that the Affordable Housing Provider has received notification from any RP Mortgagee of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable;

(B) in the event that the Owner becomes aware of any notice, order or direction having been served, made or given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Housing Units, to notify the Council of this as soon as reasonably practicable;

(C) in the event of a default under any security referred to in paragraph 2.7 or in other circumstances warranting the intervention of Homes England (whether under the Housing Act 1996 or otherwise) nothing in this paragraph 2.9(c)(iii) the transfer of the freehold of the Affordable Housing Units or any part of them to another Affordable Housing Provider will be prevented;

(D) subject to and without prejudice to the powers and requirements of Homes England under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 2.7 the Disposal of any interest in the Affordable Housing Units by the RP Mortgagee in the exercise of its power of sale will not be prevented.

(d) **Future Provisions**

(i) Nothing in this Deed shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Owner in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;

(ii) The provisions of this Part 2 of this Second Schedule shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

(A) statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or

(B) it shall have been sold under a Shared Ownership Lease and the Shared Ownership Lessee (or its mortgagee) has staircased his ownership under the lease to 100%

(iii) In the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier, the matter shall be determined by the Council (acting reasonably).

(e) **Mortgagee in Possession Clause**

(i) The Affordable Housing provisions in this Deed shall not be binding on a RP Mortgagee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such RP Mortgagee PROVIDED THAT:

(A) such RP Mortgagee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used Reasonable Endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable Housing Units to another Affordable Housing Provider, or to the Council, for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

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(B) if such Disposal has not completed within the three month period, the RP Mortgagee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

3 AFFORDABLE HOUSING - FIRST HOMES

DEVELOPMENT STANDARD

3.1 All First Homes shall be constructed to:

(a) the Development Standard current at the date of this Deed or at the time of the relevant Reserved Matters Approval(s); and

(b) no less than the standard applied to the Market Dwellings.

DELIVERY MECHANISM

3.2 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

(a) the Eligibility Criteria (National); and

(b) the Eligibility Criteria (Local) (if any).

3.3 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 3.2(b) shall cease to apply.

3.4 Subject to paragraphs 3.6 to 3.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

3.5 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

(a) The Council has been provided with evidence that:

(i) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 3.2(b) applies meets the Eligibility Criteria (Local) (if any);

(ii) the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

(iii) the transfer of the First Home includes:

(A) a definition of the "Council" which shall be Arun District Council;

(B) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause[s] [ ] of the S106 Agreement a copy of which is attached hereto as the Annexure." [ ];

(C) A definition of " S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the Council [and] (2) [and (3)];

(D) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions;

(E) a copy of the First Homes Provisions in an Annexure.

(b) The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 3.4 and 3.5(b) have been met.

3.6 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

3.7 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

(a) the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 3.2 and 3.3 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 3.4 and 3.5(a); or

(b) requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 3.7(a) before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

3.8 Upon receipt of an application served in accordance with paragraph 3.7 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

3.9 If the Council is satisfied that either of the grounds in paragraph 3.7 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.7 that the relevant Dwelling may be Disposed of:

(a) to the Council at the Discount Market Price; or

(b) (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 3.11 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

3.10 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 3.7 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.7 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 3.7 following which the Council must within 28 days provide confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

3.11 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 3.9 or 3.10 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

3.12 Upon receipt of the Additional First Homes Contribution the Council shall:

(a) within 30 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 3.6 where such restriction has previously been registered against the relevant title; and

(b) apply all monies received towards the provision of Affordable Housing.

3.13 Any person who purchases a First Home free of the restrictions in this Schedule 2 of this Deed pursuant to the provisions in paragraphs 3.10 and 3.11 shall not be liable to pay the Additional First Homes Contribution to the Council.

USE

3.14 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed

PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 3.14(a) – 3.14(d) below.

(a) A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

(b) A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

(A) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

(B) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

(C) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

(D) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

(E) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

(F) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

ARUN DISTRICT COUNCIL BN/38/24/PL

(c) A letting or sub-letting permitted pursuant to paragraph 3.14(a) or 3.14(b) must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

(d) Nothing in this paragraph 3.14 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

4 MORTGAGEE EXCLUSION

4.1 The obligations in clause 3 of this Schedule in relation to First Homes shall not apply to any Mortgagee or any Receiver (including an administrative receiver appointed by such Mortgagee) or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:(a) such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

4.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 4(c);

4.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution; and

4.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

(a) forthwith issue a issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 3.6 of this Schedule; and

(b) apply all such monies received towards the provision of Affordable Housing.

THIRD SCHEDULE

COVENANTS BY THE COUNCIL

The Council covenants with the Owner as follows:

1 REPAYMENT OF CONTRIBUTIONS

1.1 To use all financial contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

1.2 Save for sums relating to ongoing management and maintenance, in the event of any sum (or part) paid under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which sum (or part) was paid for a period of 10 (ten) years from the date of the payment thereof the said sum (or part) together with interest at the Base Rate shall to that extent on demand to the person who made the payment provided that if the Council (or relevant third party) has entered into a contract prior to the expiry of the 10 (ten) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

1.3 To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the financial contributions paid by the Owner under this Deed.

ARUN DISTRICT COUNCIL BN/38/24/PL

SCHEDULE 4

COVENANTS BY THE COUNTY COUNCIL

The County Council covenants with the Owner as follows:

1 INTEREST BEARING ACCOUNT

1.1 To pay all financial contributions received from the Owner under the terms of this Deed into a separately identified interest-bearing section of the County Council's combined accounts as soon as reasonably practicable.

2 REPAYMENT OF CONTRIBUTIONS

2.1 To use all financial contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree.

2.2 Save for sums relating to ongoing management and maintenance, in the event of any sum (or part) paid under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which sum (or part) was paid for a period of ten years from the date of the payment thereof the said sum (or part) together with interest at the Base Rate shall to that extent on demand to the person who made the payment provided that if the County Council (or relevant third party) has entered into a contract prior to the expiry of the ten year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

2.3 To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the financial contributions paid by the Owner under this Deed.

THIS DEED has been executed as a deed, is delivered, and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing
THE COMMON SEAL of
ARUN DISTRICT COUNCIL
in the presence of:

[redacted]

Authorised Signatory

Name: [redacted]

Job Title: LAWYER

Seal Book Number: 142/2024

EXECUTED AS A DEED by affixing
THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
in the presence of

[redacted]

Authorised Signatory

Name: JONATHAN BROWN

Job Title:

Seal Book Number: 33175/01/2024

SIGNED as a deed by:
IAN YULE BUCHANAN

[redacted]

In the presence of

[redacted]

Witness name: [redacted]

Witness address: The Estate Office
London Road
Arundel BN18 9AS

Occupation: Legal Assistant

SIGNED as a deed by:
RICHARD GRAHAM PATERSON

In the presence of

Witness name: NICKY WARD

Witness address: THE ESTATE OFFICE
LONDON ROAD
ARUNDEL BN18 9AS

Occupation: SECRETARY

SIGNED as a deed by:
SUSAN LOUISE ROS

In the presence of

Witness name: NICKY WARD

Witness address: THE ESTATE OFFICE
LONDON ROAD
ARUNDEL BN18 9AS

Occupation: SECRETARY

SIGNED as a deed by:
ANDREW DAVID BRIDGER

In the presence of

Witness name: Paige Reed

Witness address: The Estate Office
London Road
Arundel BN18 9AS

Occupation: Legal Assistant

ARUN DISTRICT COUNCIL BN/38/24/PL

EXECUTED as a deed by Elberry Properties Limited:
Acting by Stuart Mackley, a director,

In the presence of

Witness name: DAMIAN MEWSE

Witness address: 24 LANGPORT
NORTH, SOMERSET
BS1 2EG

Occupation: SOLICITOR

ARUN DISTRICT COUNCIL BN/38/24/PL

APPENDIX 1

COMMENCEMENT NOTICE

Pursuant to Clause 4.1 in the Agreement Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated: this .....day of .....20 .....

Signed: .....

On Behalf of: .....

To:

(1) Group Head of Planning, Arun District Council, The Civic Centre, Maltravers Road, Littlehampton BN17 5LF (email: planning@arun.gov.uk)

(2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester P019 1RQ (email: planning.services@westsussex.gov.uk)

From: .....

Development At: .....

Nature of Development: .....

Planning Permission Date & Reference (include outline and reserved matters if relevant):

.....

Planning Obligation Date & Liable Parties: .....

.....

.....

Start Date: .....

APPENDIX 2

PAYMENT NOTICE

Payment of Monies due under a Section 106 Planning Obligation / Agreement

Dated: this .....day of .....20 .....

Please answer all the questions:

1. Payment to be made by / on behalf of .....
2. Land at .....
3. Agreement dated .....
4. Planning application reference number .....
5. Obligation(s) in the Agreement:

   Clause no (s) .....

   Contribution(s) towards .....

   Amount(s) of contribution due .....

   Date upon which contribution(s) due .....

   *Total Amount of contribution paid electronically .....

   Does the total amount include an additional amount for indexation? .....

*If paying by electronic bank transfer:
Account Name - Arun District Council
Sort Code - 30-80-12
Account No - 14615968
Ensure you quote the Planning Permission Reference shown above.

6. Full name, postal address and email for us to send you an invoice:

.....

.....

ARUN DISTRICT COUNCIL BN/38/24/PL

APPENDIX 3

PLAN

ARUN DISTRICT COUNCIL BN/38/24/PL

Licence number LIG0975

N

Location Plan 1:250 @ A3

10 0 10 20 30 40 50 100m

1:1250

Notes

1. This drawing is the copyright of MH Architects Ltd
2. Do not scale this drawing except for Local Authority planning purposes
3. All dimensions must be checked on site by the contractor prior to commencement of the works.

Client Approval

X A - Approved

X B - Approved with comments

X C - Do not use

Rev.	Revision Note / Purpose of Issue	Drw By	Date	Chk By	Date



[redacted]

[redacted]

Ordnance Survey, (c) Crown Copyright 2022. All rights reserved. Licence number 100022432

Elberry Properties Ltd

Land to the rear of the Croft
Barnham Road, Eastergate
PO20 3RP

Drawing title

Site Location Plan

Drawn:	Date	Checked	Date	Scale at A3
JR	22/03/24	CJP	27/03/24	1:1250

Job No.	Pro.	Org.	Zone	Level	Type	Role	No.	Rev.
22-092	CFT	MHA	XX	XX	DR	A	0001	P04

Purpose of issue

PRELIMINARY

Southern Gate | Chichester
West Sussex | PO19 8EZ

t. 01243 774778
e. admin@mharchitects.co.uk
www.mharchitects.co.uk

Limited Liability
Registered in England No. 4994233

MH ARCHITECTS

APPENDIX 4

APPROVED AFFORDABLE PROVIDERS

Provider	Contact and email	Address
Clarion Housing Group	Liz Hills, Head of Development (New Projects) [redacted]	Upton House, 7 Perrymount Rd, Haywards Heath, RH16 3TN
The Guinness Partnership	Claudette Rawlinson, [redacted]	33 East Street Havant PO9 1AA
The Hyde Group	John Martin [redacted]	Telecom House 125 - 135 Preston Road Brighton BN1 6AF
Worthing Homes	Damian Haley, Development Manager [redacted]	Davison House North Street Worthing BN11 1ER
Stonewater	Jacqueline Burton, Development Officer [redacted]	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY
Saxon Weald	Mona Johansson, Programme Manager [redacted]	Saxon Weald House 38-42 Worthing Road Horsham RH12 1DT
Hastoe Housing Association		Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames KT1 4BH
Aster Group	Edward Till, Development Manager [redacted]	
Arun District Council	Moh Hussein, Interim Group Head of Residential Services [redacted]	Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF
National Community Land Trust Network	Any Community Land Trust operating within the District of Arun, which is also a member of this network (NCLTN)	National CLT Network 7-14 Great Dover Street, London, SE1 4YR

APPENDIX 5

DRAFT NOMINATIONS AGREEMENT

DATED 20( )

(1) (*)( )

AND

(2) ARUN DISTRICT COUNCIL

AGREEMENT OF NOMINATION

relating to
rented units at

ARUN DISTRICT COUNCIL BN/38/24/PL

CONTENTS

		Page No.
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ARUN DISTRICT COUNCIL BN/38/24/PL

THIS AGREEMENT OF NOMINATION RIGHTS is made on 20{ }

BETWEEN

(1) {*}{ } of {*}{ }; and

(2) **ARUN DISTRICT COUNCIL of The Civic Centre, Maltravers Road, Littlehampton BN15 7LF.**

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 3.10 (as may be updated from time to time in accordance with clause 3.16).

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

"**Rented Units**" residential units in the form of houses.

"**Subsequent Nominee**" means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.

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

"**Vacancy Notice**" means a written notice given by the RSL to the Council (in a form to be agreed between the RSL 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 RSL 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 RSL;

(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 RSL to the Council (in a form to be agreed between the RSL and the Council within five weeks from the date of this Agreement) the function of such a notice being the notification to the Council of a Void.

2 ENABLING PROVISIONS

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

3 PROCEDURE

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

Initial Lets

3.1 The RSL 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 RSL 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 10 working days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.

3.4 The Nomination List to be served by the Council under clause 3.3 shall:

(a) specify the appropriate category of Rented Unit to which it relates; and

(b) indicate the priority for the housing of the Nominees.

3.5 The RSL 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 10 working days of receipt of the Vacancy Notice.

3.6 The RSL 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.

3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.

3.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RSL shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RSL 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.

3.9 The RSL's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

3.10 Should a Rented Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:

(a) the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

(b) within 10 working days of receipt of the said notice the Council shall serve upon the RSL the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.

3.11 The RSL 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 3.10 within 10 working days of receipt of the Void Notice.

3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RSL shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.

3.13 The RSL shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 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

3.14 The RSL shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:

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

(b) a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

(c) a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;

(d) a person accepting an offer of a tenancy from the RSL;

(e) the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.

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

3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14(d) the Council shall serve upon the RSL 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 3.4.

3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the

Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.

3.18 The RSL 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.

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

3.20 The RSL 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 reasonable opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.

3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.

3.22 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.

3.23 The Council and the RSL 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 SOCIAL LANDLORDS

The RSL shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Housing corporation 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 RSL 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 AN AGREEMENT AND IS DELIVERED and takes effect on the date stated at the beginning of it.

APPENDIX 6 – CHANGE IN OWNERSHIP FORM

Pursuant to Relevant Clause in Planning Obligation Described Below

Please accept this as written notification of a change in ownership regarding the site below.

Dated this ..... day of ..... 20 .....

Signed.....

(Name) .....

On behalf of .....

Name of Transferee:	
Full address of Transferee (registered office if a company):	
Development at:	
Nature of development:	
Planning Permission Reference:	
Agreement Date:	

Please submit a location plan with the area of land transferred edged in red or clearly identified.

ARUN DISTRICT COUNCIL BN/38/24/PL

APPENDIX 7

Affordable Housing Plan

ARUN DISTRICT COUNCIL BN/38/24/PL

ARUN DISTRICT COUNCIL BN/38/24/PL

N

Site Plan 1:500 @ A3

0 10 20 30 40 50m

1:500

Fairfields

Lacre

Pendle

Lea

skopi

oss

Notes

1. This drawing is the copyright of MH Architects Ltd
2. Do not scale this drawing except for Local Authority planning purposes
3. All dimensions must be checked on site by the contractor prior to commencement of the works.

Client Approval

X A - Approved

X B - Approved with comments

X C - Do not use

Rev.	Revision Note/Purpose of Issue	Drw By	Date	Chk By	Date

[redacted]

Schedule of Accommodation

Plot No.	Type	Accom.	GIA (sq.m)	GIA (sq.ft)	Parking Type	Parking Amount	Orientation
1	D	2b4p	88.64	954.08	Car Port + Driveway	2.0	SW
2	D	2b4p	88.64	954.08	Car Port + Driveway	2.0	SW
3	B	2b3p	61.50	662.09	Street	2.0	NW
4	B	2b3p	61.50	662.09	Street	2.0	NW
5	B	2b3p	61.50	662.09	Street	2.0	NW
6	E	2b4p	97.65	1051.10	Car Port + Driveway	2.0	NW
7	E	2b4p	97.65	1051.10	Car Port + Driveway	2.0	NW
8	G	3b5p	118.04	1270.67	Garage (6m x 3m) + Driveway	2.0	NW
9	G	3b5p	118.04	1270.67	Garage (6m x 3m) + Driveway	2.0	NW
10	C	2b4p	78.75	847.70	Street	2.0	NW
11	A	1b2p	51.19	551.00	Street	2.0	NW
12	B	2b3p	61.50	662.09	Street	2.0	NW
13	F	3b5p	106.25	1143.67	Car Port + Driveway	2.0	SW
14	F1	3b5p	106.25	1143.67	Car Port + Driveway	2.0	SW
15	F	3b5p	106.25	1143.67	Car Port + Driveway	2.0	SW
16	F1	3b5p	106.25	1143.67	Car Port + Driveway	2.0	SW
17	F	3b5p	106.25	1143.67	Car Port + Driveway	2.0	SW
18	F1	3b5p	106.25	1143.67	Car Port + Driveway	2.0	SW
19	F	3b5p	106.25	1143.67	Car Port + Driveway	2.0	SW
20	H	3b5p	104.94	1129.84	Garage (6m x 3m) + Driveway	2.0	SW
21	H	3b5p	104.94	1129.84	Garage (6m x 3m) + Driveway	2.0	SW

Affordable

First Homes

Market Sale

M4(2) Unit

[redacted]

[redacted]

Elberry Properties Ltd

Land to the rear of the Croft
Barnham Road, Barnham
PO20 3RP

Drawing title

331751

Proposed Affordable Unit P

Drawn	Date	Checked	Date	Scale at A3
JK	18/03/24	CJP	18/04/24	1:500

Job No.	Prn.	Org.	Zone	Level	Type	Role	No.	Rev.
22-092	CFT	MHA	XX	ZZ	DR	A	0008	P05

Purpose of Issue

PRELIMINARY

West Sussex PO19 8EZ

t. 01243 774748

e. admin@mharchitects.co.uk

www.mharchitects.co.uk

Limited Company
Registered in England No.10842333