

THE PARTIES:

(1)	ARUN DISTRICT COUNCIL		
(2)	RICHARD JOHN NEW ("the Freehold Owner");		
(3)	ELIZABETH JANE NEW ("the Freehold Owner");		
(4)	RESIDE DEVELOPMENTS LTD ("the Applicant")		
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land West of Fontwell Avenue, Eastergate PO20 3RX Planning ref: BN/50/20/PL 8120		
	Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON		

THIS DEED is made the 29 day of January 2021
BETWEEN:
THE PARTIES:

1.	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2.	ELIZABETH JANE NEW and RICHARD JOHN NEW Northfields Farm Cottages, Fontwell Avenue, Eastergate, Chichester PO20 3RX (together "the Freehold Owners")
3.	RESIDE DEVELOPMENTS LIMITED incorporated and registered in England and Wales with company number 03425192 whose registered office is 10 Victoria Road South, Southsea, Hampshire, PO5 2DA ("the Applicant")

WHEREAS

1.	The Council is the Local Planning Authority for the area in which the Land is situated
2.	Elizabeth Jane New and Richard John New are registered as freehold owners of land registered at HM Land Registry with Title number WSX398497 part of which comprises the Land that is the subject of the Application
3.	The Freehold Owners have granted the Applicant an option to purchase the Land dated 21 August 2018 which is subject to the grant of Planning Permission.
4.	The Applicant has made the Application and is proposing to carry out the Development
5.	The Freehold Owners and the Applicant are hereinafter referred to jointly as "the Owners" but only until the Land has been transferred to the Applicant and at such time "the Owners" shall be construed as to refer to the Applicant only.
6.	On 25 November 2020 the Council resolved that subject to the

	completion of this Agreement Planning Permission be granted subject to the conditions for the Development
7.	This Agreement is made as a Deed

NOW THIS DEED WITNESSETH as follows:

1.	Interpretation	
1.1	In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:	
	“Act”	means the Town and Country Planning Act 1990 as amended
	“Affordable Housing”	means any form of housing including Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for any subsidy to be recycled for alternative affordable housing provision.
	“Affordable Dwelling”	means thirteen (13) of the Dwellings on the Land to be provided as Affordable Housing in accordance with the Permission
	“Affordable Housing Provider”	means either one or a combination of:
		a a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is either on the Council list of approved

			Affordable Housing Providers) other registered provider who is either specifically approved by the Council or who may be added to the list of Approved Housing Providers; 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	Arun District Council
	"Affordable Housing Scheme"		means a scheme by the Owner setting out, in relation to the Affordable Dwellings:
		a	the tenure mix;
		b	the dwelling type;
		c	the location
		d	the rent levels
	"Affordable Rented Housing"		means units provided and let with rent which is no more than 80 per cent of local market rents inclusive of service charges 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" shall be construed accordingly
	"Affordable Rented Housing Units"		means ten(10) units to be made available for Affordable Rented Housing on the Land in the mix identified in the table at Appendix 3 to this Deed.
	"Alternative Affordable Housing Provider"		means a house builder housing contractor provider or funder of

“AAHP”	Affordable Housing who is not a RP but is approved by the Council to manage Affordable Housing
“Application”	means an application in respect of the Land for the Proposed Development and given Council reference BN/50/20/PL
“Approved Body”	means a Registered Provider being one of the Council’s preferred partners or such other Registered Provider acceptable to the Council in accordance with the Council’s Supplementary Planning Guidance or an AAHP and which has been first approved in writing by the Council
“CIL Regulations”	means the Community Infrastructure Regulations 2010 (as amended)
“Commencement”	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of demolition, site clearance, ground investigations, archaeological investigation and digs, exploratory boreholes, investigations in respect of land contamination or remedial action in respect thereof, site survey works, ecological and tree works, landscaping works, temporary access construction works including the access and haul road to the Land, operations permitted by the Town and Country Planning General Permitted Development Order 2015, the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses), and installation of pipes,

		lines, wires, cables and other equipment in, under or over the Land and "Commence " shall be construed accordingly
	"CPI"	means the Consumer Price Index published from time to time by the Office of National Statistics
	"the Development"	means the development of the land West of Fontwell Avenue, Eastergate PO20 3RX by the Applicant
	"Disposal"	means a disposal of the Affordable Dwelling Units and /or land upon which those units are to be constructed to an Approved Body(including an AAHP) or the Council whether by transfer of the freehold or the grant of a long lease for a term of at least 999 years from the date of first occupation of the first Affordable Housing Unit and "Dispose" and "Disposed" shall be construed accordingly
	"Dwelling Unit"	means a residential dwelling unit to be constructed on the Land pursuant to this Permission and "Dwelling Units" shall be construed accordingly.
	"First Occupation"	means beneficial occupation for any use for which the Proposed Development was designed other than occupation for the purposes of construction, fitting out or marketing
	"First Offer"	means a contract for the sale of land and a draft transfer which shall include the provisions set out in paragraph 1.11 of the First Schedule and which for the avoidance of doubt can be made to an Affordable Housing Provider

"First Offer Period"	means the period which is no less than two (2) calendar months from the date of the First Offer being made.
"Index"	means 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
"Index Linked"	means indexation (which may increase or decrease) calculated by multiplying the relevant sum by <u>Final Index Figure</u> Base Index Figure Where: Base Index Figure equals the latest published figure in the Index at the date of this Agreement and Final Index Figure equals the latest figure published in the index at the date of the relevant payment is made
"Intermediate Housing"	means three (3) dwellings to be made available on the Land in the mix identified in the table at Appendix 3 to this Deed as homes for sale and rent provided at a cost above social rented housing but below open market levels and that fall within the definition of Affordable Housing the form of which is to be via a Shared Ownership Lease or such other products as may be agreed with the Council and which may include shared equity loans and discount market sale housing
"Interest Rate"	means the rate 4% above the base rate from time to time of Lloyds Bank applicable at the date the relevant contribution under this Agreement is paid and "Interest" shall be construed

		accordingly
	"Land"	means land known as Land West of Fontwell Avenue, Eastergate PO20 3RX shown for on the Location Plan attached hereto as Appendix 2 and being registered at the Land Registry under the title numbers WSX398497
	"Monitoring Fee"	means an amount of £900 to be applied by the Council for all the purposes relevant to and connected with monitoring and compliance checking with regard to the obligations in this Deed.
	"Nomination Agreement"	means a nomination agreement entered into by an Approved Body (including an AAHP) with the Council in respect of the Affordable Dwellings containing provisions substantially in the form set out in the Appendix 4 to this Agreement
	"Nomination Rights"	means the right of the Council to nominate occupiers to the Affordable Dwellings in accordance with part I of the First Schedule to this Agreement
	"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 the occupation of any part of the Development for its designated planning use but does not include occupation by the Owners or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupy" and "Occupied" shall be construed accordingly.

	“Open Market Units”	means all those residential units to be constructed on the Land pursuant to the Permission which are not Affordable Dwellings
	“Open Market Value”	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book)
	“Operative Date”	means the date the Proposed Development is Commenced
	“Permission”	means a planning permission for the Proposed Development [planning ref BN/50/20/PL] granted pursuant to the Application in the form of the draft attached to this agreement as Appendix I
	“Planning Authority”	means the Council
	“Proposed Development”	means the demolition of existing structures onsite and the erection of 42 No. dwellings with access, parking, landscaping and associated works.
	“Protected Tenant”	means any tenant or leaseholder who: (a) has exercised any statutory right to buy in respect of a particular Affordable Housing Unit; or (b) is the leaseholder of an Intermediate Unit and has subsequently purchased from the freeholder all the remaining equitable shares in that Intermediate Unit so that the said tenant or leasehold owns the entire Intermediate Unit
	“Provide”	means in the case of Affordable Dwellings to design and construct 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 Approved Body and "Provided" shall be construed accordingly
"Qualifying Occupier"	means a person who qualifies for Affordable Housing within Schedule 1 to this Agreement 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
"Registered Provider"	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008, or who is on the Arun District Council list of Approved Registered Providers or specifically approved by the Council in writing for the purposes of this Agreement.
"Residents"	means the owners and occupiers of individual Dwelling Units to be constructed on the Land
"RICS"	means the Royal Institution of Chartered Surveyors
"Second Offer"	means a second offer to transfer the Affordable Dwellings to an Affordable Housing Provider consisting of the same terms as the First Offer subject to revisions necessitated by the lapse of time
"Second Offer Period"	means the period which is no less than

		two (2) calendar months from the date of the Second Offer being made.
	"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes England from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes England
	"Shared Ownership Units"	means any Affordable Dwellings to be Provided as shared ownership units for sale under a Shared Ownership Lease for sale in accordance with this Agreement
	"Working Day"	Working Day: means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

2. INTERPRETATION

2.1	Clause headings shall not affect the interpretation of this Deed.
2.2	A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
2.3	A reference to a "company" shall include any company, corporation or other body corporate, where and however incorporated or established.
2.4	Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
2.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
2.6	A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council the successors to their respective

		statutory functions.
	2.7	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.
	2.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
	2.9	A reference to “writing” and “written” does include fax or email.
	2.10	References to clauses and Schedules are to the clauses and schedules of this deed
	2.11	An obligation on a party not to do something includes an obligation not to allow that thing to be done
	2.12	Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
	2.13	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
	3. LEGAL BASIS	
	3.1	This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
	3.2	The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations under Section 106 of the Act and are enforceable by the Council appropriate in accordance with Section 106 of the Act as local planning authorities against the Owners.

4		CONDITIONALITY	
	4.1	This Deed is conditional upon:	
		4.1.1	the grant of the Permission
		4.1.2	the Commencement of the Development,
		save for the provisions of Clauses 4, 6.1, 6.2, 10,15, 16 and 17 which shall come into effect immediately upon completion of this Deed.	
	4.2	In the event that the Council adopt a charging schedule under the CIL Regulations prior to the Permission being granted, the Owners shall be released any of the obligations in this Deed that relate to an item or project included on the Council's regulation 123 list of infrastructure.	
5		THE OWNERS' COVENANTS	
	5.1	The Owners covenant with the Council so as to bind all their interests in all parts of the Land to perform the obligations set out in the First Schedule to this agreement.	
6		MISCELLANEOUS	
	6.1	The Owners shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.	
	6.2	No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.	
	6.3	This Deed shall be registrable as a local land charge by the Council.	
	6.4	Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld	

		or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
	6.5	Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owners' request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
	6.6	Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
	6.7	This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
	6.8	Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
	6.9	Nothing contained or implied in this Deed 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 their functions as a local authority.
	6.10	The Parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

6.11	The Council shall be entitled to use all Interest accrued on the Financial Contributions from the date of actual payment of the Financial Contributions until the date that the Financial Contributions are spent.
6.12	In the event of any delay in paying the whole of or part of the Financial Contributions then the Financial Contributions or the part thereof in respect of which there has been any such delay will be: a. a debt due to the Council recoverable by action; and b. liable to Interest thereon calculated on a daily basis from the date due until the date of payment.
7	EXCLUSIONS OF LIABILITY
7.1	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
7.2	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed which relate to a part of the Land in which it does not have an interest.
7.3	For the avoidance of doubt the Freehold Owners shall not be liable for any breach of any of the Planning Obligations or other provisions of this Deed after the date of the transfer document to be entered into by the Freehold Owners and the Applicant but before the transfer has been registered at HM Land Registry ("the Registration Gap") to transfer the Land to the Applicant and the Applicant shall indemnify and keep indemnified the Freehold Owners against any liability pursuant to this Deed during the Registration Gap.
7.4	This Deed shall not be enforceable against any owner, occupier or tenant of any Dwelling constructed pursuant to the Permission, or their mortgagees, nor against those deriving title from them.
7.5	Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:

		7.5.1	Any mortgagee of any tenant or person to whom an Affordable Housing Provider grants a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
		7.5.2	Any person to whom a Shared Ownership Lease of an Affordable Dwelling is granted.
		7.5.3	Any person who has acquired either a reversionary interest or a new lease in an Affordable Dwelling pursuant to the terms of a Shared Ownership Lease.
		7.5.4	Any Protected Tenant or their mortgagees, nor against those deriving title from them
	7.6	The obligations in this Deed shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development	
8	WAIVER		
	No waiver (whether expressed or implied) by the Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.		
9	CHANGE IN OWNERSHIP		
	The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owners shall not be required to give notice to the Council of any change of ownership affecting a Dwelling.		

10 FUTURE SECTION 73 CONSENTS			
	10.1	Subject to clauses 10.2 to 10.5 below, if any Section 73 Consent is granted after the date of this Deed:	
		10.1.1	the obligations in this Deed shall relate to and bind such Section 73 Consent; and
		10.1.2	the definitions of Planning Application, Development and 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;
	10.2	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;	
	10.3	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;	
	10.4	the provisions of this clause 10 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and	
	10.5	the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.	
II INDEX LINKED			
	11.1	Unless there is an express provision to the contrary the Owners agree with the Council that any sum payable by the Owners and referred to in the First 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 RPI Index for the month two months before the Specified Date
		D	is the RPI Index for the month two months before the date that Permission is granted
		C/D	is equal to or greater than 1
12	INTEREST		
	If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.		
13	VAT		
	All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.		
14	NOTICES		
	14.1	A notice or other communication to be given under or in connection with this deed must be in writing and must be:	
		14.1.1	delivered by hand; or
		14.1.2	sent by pre paid first class post or other next working day delivery service.
	14.2	Any notice or other communication to be given under this deed must be sent to the relevant party as follows:	
		14.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;
		14.2.2	to the Freehold Owners at: 1 Northfields Farm Cottages, Fontwell Avenue, Eastergate, Chichester PO20 3RX marked for the attention of Richard John New and Elizabeth Jane New
		14.2.3	to the Applicant at: Reside Developments Limited, 10 Victoria Road South, Southsea, Hampshire, PO5 2DA

	14.3	Any notice or other communication given in accordance with clause 14.1 and clause 14.2 will be deemed to have been received:	
		14.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 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 am on the next Working Day;
		14.3.2	if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.
	14.4	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.	
15 DISPUTES			
	15.1	In the event that there shall be any dispute between the parties to this Deed in respect of any matter arising under the terms of this Deed and which dispute the parties are unable to resolve any of the parties may refer the matter to an expert ("Expert") (being a person as described below) for determination PROVIDED THAT in no case shall any point be referred to the Expert which is a point that is in or relates to any matter in the Planning Permission itself (where the Council's determination shall be final).	
	15.2	The Expert shall be a person with knowledge and expertise in the subject matter of dispute and in the event that the parties cannot agree the identity of the person to be appointed as Expert pursuant to this clause 15 within fifteen (15) Working Days of one party's nomination to the parties of that party's decision to refer the matter to an Expert a party may seek nomination of an Expert by the President for the time being of the appropriate professional body (whose nomination shall be binding on the parties).	

	15.3	The costs of the Expert shall be in the award of the Expert.
	15.4	The Expert shall (save with the agreement of the parties) be restricted to settling disputes and shall act as an expert and not as an arbitrator.
	15.5	The decision of the Expert (other than in the case of fraud or manifest error) shall be binding on the parties.
	15.6	The provisions of this clause 15 do not apply in the case that dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this Deed.
16	JURISDICTION	
	This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non exclusive jurisdiction of the courts of England.	
17	DELIVERY	
	The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.	

FIRST SCHEDULE
Part I - AFFORDABLE HOUSING

The Owners covenant with the Council as follows:

I	AFFORDABLE HOUSING	
	1.1	Not to commence the construction of any Dwellings at the Development until the Affordable Housing Scheme has been submitted to and approved by the Council
	1.2	To construct the Affordable Housing at the Development in accordance with the approved Affordable Housing Scheme.
	1.3	To provide thirteen (13) Dwellings as Affordable Dwellings in accordance with the Affordable Housing Scheme before more than fifty percent (50%) of the Open Market Dwellings have been completed and are ready for Occupation
	1.4	Not to Occupy or cause or permit the First Occupation of more than fifty percent (50%) of the Open Market Dwellings until the Affordable Dwellings have been completed and are ready for Occupation.
	1.5	Not to Occupy or cause or permit the Occupation of more than fifty percent (50%) of the Open Market Units at the Development prior to entering into a contract or contracts for the transfer of the Affordable Housing in the Development to an Affordable Housing Provider or Providers or Alternative Affordable Housing Provider or Providers
	1.6	Not to Occupy or cause or permit to become Occupied the Affordable Dwellings for any purpose other than for Affordable Housing in perpetuity
	1.7	Mechanics of Transfer
		The parties agree that the following shall apply to the disposal of an Affordable Dwelling:
	1.7.1	The First Offer shall remain open for acceptance for the First Offer Period;
	1.7.2	The Parties shall use their reasonable endeavours to agree the open market value of the Affordable Dwelling(s) but in the event of failure to agree the open market value shall be determined by an independent

			surveyor having at least 10 years' experience in valuation of Affordable Housing within the County of West Sussex and will be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or their deputy due regard being had to all the restrictions imposed upon the Affordable Housing Dwelling(s);
		1.7.3	In the event that the First Offer made in accordance with paragraph 1.7.1 above is not accepted within the First Offer Period then the Owners shall make the Second Offer not later than one (1) month after the expiry of the First Offer Period; and
		1.7.4	The Second Offer shall remain open for acceptance for no less the Second Offer Period.
Commuted Sum Payable If First And Second Offer Not Implemented			
	1.8		In the event that the Second Offer is not accepted within the Second Offer Period then the Owners may:
		1.8.1	on or before the occupation of 50% of the Open Market Units pay to the Council the Affordable Housing Commuted Sum whereupon once such sum has been paid to the Council the Owners and any successors in title shall be released from the provisions of this paragraph 1 insofar as it relates to the Affordable Dwellings and the Affordable Dwellings may be sold on the open market as Open Market Units
	1.9		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 Dwellings which will not be provided on the Land as part of the Development in accordance with the terms of this Agreement.

NOMINATION RIGHTS

	1.10	To procure that the AHP or AAHP or Registered Provider grants Nomination Rights to the Council to the first Occupation of the Affordable Rented Housing Units and 75% of subsequent nominations PROVIDED THAT if the Council do not accept such offer then the AHP or AAHP or Registered Provider shall in seeking to allocate the Affordable Rented Housing Units have regard as far as possible to the following criteria:	
		1.10.1	any family association in the District of Arun in accordance with any relevant housing allocation policy;
		1.10.2	Any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Dwelling becomes vacant;
		1.10.3	Any employment opportunity in the District of Arun;
		1.10.4	Any other connection with the District of Arun
		but for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the Registered Provider.	
	1.11	To procure that any transfer of Affordable Dwellings to an Affordable Housing Provider or Alternative Affordable Housing Provider will contain the following provisions:	
		1.11.1	The grant by the Owners of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Dwellings;
		1.11.2	A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Land; and
		1.11.3	The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Open Market Unit.
		1.11.4	A Condition that the Registered 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 with the

		Council
	1.12	the Owners and the Council hereby agree that the provisions of this paragraph 1 shall not be binding on a mortgagee or a chargee (or any receiver including an administrative receiver) 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 administration (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT
		1.12.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings 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 Dwellings 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 principle monies, interest, costs and expenses; and
		1.12.2 if such disposal has not completed within the three (3) month period the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the provisions of this paragraph 1 which provisions shall determine absolutely;
	1.13	the Owners and the Council hereby agree that
		1.13.1 in the event of a default under any security referred to in paragraph 1.12 or in other circumstances warranting the intervention of Homes England (whether under the Housing Act 1996 or otherwise) nothing in this paragraph 1 the transfer of the freehold of the Affordable Dwellings or any part of them to another Affordable Housing Provider will not be prevented;
		1.13.2 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 1.12 the disposal of any interest in the Affordable Dwellings by the mortgagee, chargee or Receiver in the exercise of its power of sale will not be prevented.

Part 2 – MONITORING FEE CONTRIBUTION		
2	MONITORING FEE CONTRIBUTION	
	2.1	The Owners shall prior to the Commencement of the Development to pay to the Council the Monitoring Fee Contribution.
	2.2	The Owners will not cause or allow the Commencement of the Development before the Monitoring Fee Contribution has been paid to the Council.

APPENDIX I
DRAFT PLANNING PERMISSION

Demolition of existing structures on-site & erection of 42 No. dwellings with access, parking, landscaping & associated works. This application is a Departure from the Development Plan.

Land west of Fontwell Avenue
Fontwell Avenue
Eastergate

RECOMMENDATION

ACS - App Cond sub to S106

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

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

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

29662A 20 Rev D "Location Plan";
29662A 100 Rev A1 "Site Block Plan";
29662A 100 3 Rev B "Housetype: 1 Bed Affordable Apartment plans and elevations plots 36, 37, 38 & 39";
29662A 100 4 Rev B "Housetype: 1 Bed Affordable Apartment plans and elevations plots 36, 37, 38 & 39";
29662A 101 1 Rev B "Housetype: 2 Bed Affordable Plans & Elevations plots 31, 32, 33, 41, 42";
29662A 101 2 Rev B "Housetype: 2 Bed Affordable Plans & Elevations plots 31, 32, 33, 41, 42";
29662A 102 1 Rev B "Housetype: 3 Bed Affordable OP1 Plans & Elevations plots 30, 34 & 40";
29662A 102 2 Rev B "Housetype: 3 Bed Affordable OP1 Plans & Elevations plots 30, 34 & 40";
29662A 103 1 Rev D "Housetype: FOG Plans and Elevations 16 & 35";
29662A 103 2 Rev D "Housetype: FOG Plans and Elevations 16 & 35";
29662A 103 4 Rev D "Housetype: FOG Plans and Elevations 12 & 23";
29662A 103 5 Rev D "Housetype: FOG Plans and Elevations 12 & 23";
29662A 104 1 Rev B "Housetype: 2 Bed Private OP2 Plans & Elevations plots 13 & 14";
29662A 104 2 Rev B "Housetype: 2 Bed Private OP2 Plans & Elevations plots 13 & 14";
29662A 105 1 Rev B "Housetype: 2 Bed Private OP3 Plans & Elevations plot 20";
29662A 105 2 Rev B "Housetype: 2 Bed Private OP3 Plans & Elevations plot 20";
29662A 106 1 Rev B "Housetype: 3 Bed Private OP1 Plans & Elevations plots 8, 9, 10, 18, 19, 24, 25, 28 & 29";
29662A 106 2 Rev B "Housetype: 3 Bed Private OP1 Plans & Elevations plots 8, 9, 10, 18, 19, 24, 25, 28 & 29";
29662A 107 1 Rev C "Housetype: 3 Bed Private OP2 Plans & Elevations plots 1, 2, 3, 7, 11 & 27";
29662A 107 2 Rev C "Housetype: 3 Bed Private OP2 Plans & Elevations plots 1, 2, 3, 7, 11 & 27";
29662A 108 1 Rev C "Housetype: 3 Bed Private OP3 Plans & Elevations plots 5, 6, 21 & 22";
29662A 108 2 Rev C "Housetype: 3 Bed Private OP3 Plans & Elevations plots 5, 6, 21 & 22";
29662A 109 1 Rev C "Housetype: 4 Bed Private OP4 Plans & Elevations plots 4, 15, 17 & 24";
29662A 109 2 Rev C "Housetype: 4 Bed Private OP4 Plans & Elevations plots 4, 15, 17 & 24";
29662A 110 Rev B "Site Roof Layout Plan";
29662A 120 Rev B "Site Section A-A";
29662A 121 Rev B "Site Section B-B";
29662A 503 Rev C "Garage Floor Plans and Elevations";
29662A 504 Rev A "Car Port Plan";
D2776-FAB-00-XX-DR-L-0101 Rev D102 "Play Strategy Sketch";
020.0360.001 "Access Design";
020.0360.002 "Pedestrian Visibility Splays";
020.0360.003 "Access Tracking";
020.0360.006 Rev B "Level Mare Lane/Fontwell Avenue Junction Visibility Splays";
020.0360.009 "Vehicle Tracking";

020.0360.010 Rev A "Fire Tender Tracking";
 020.0360.011 Rev A "Refuse Tracking";
 020.0360.012 "Fontwell Avenue Tracking";
 Schedule of Accommodation ref 29662A Rev R (03/11/20); and
 Design & Access Statement May 2020, Ref F.

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policies QE SP1, D DM1, T SP1, T DM1 and C SP1 of the Arun Local Plan.

- 3 No construction activities shall take place, other than between 08:00 to 18:00 hours (Monday to Friday) and 08:00 to 13:00 hours (Saturday) with no works on Sunday or Bank Holidays.

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

- 4 The development must be carried out in accordance with the Ecological Enhancement Plan ref LLD1544-ECO-DWG-001 and the accompanying Ecological Enhancement Specifications. The enhancements and mitigation measures shown on the drawing shall be implemented in full and permanently retained and thereafter maintained as fit for purpose.

Reason: In accordance with Arun Local Plan policy ENV DM5 and the National Planning Policy Framework.

- 5 No development shall commence until a mitigation method statement has been submitted to and approved in writing by the Local Planning Authority to provide details of how those retained hedgerows are to be protected and enhanced. There must be a 5m buffer zone in place secured by fencing around the retained hedgerows during construction. The development shall thereafter proceed in accordance with the approved hedgerow protection and enhancement measures.

Reason: Bats use the hedgerows for foraging and commuting and therefore in accordance with the NPPF and policy ENV DM5 of the Arun Local Plan. This is required to be a pre-commencement condition because the hedgerow protection scheme must be in place prior to construction starting.

- 6 No development shall commence until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority. This is required to be a pre-commencement condition because the commencement of construction work could harm any archaeology within the site area.

Reason: The site is of archaeological significance in accordance with Arun Local Plan Policy HER DM6.

- 7 No piling or any other foundation construction using penetrative methods shall be carried out other than with the express written consent of the local planning authority (who shall consult with the Environment Agency & Portsmouth Water). The development shall be carried out in accordance with the approved details.

A piling risk assessment and method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, vibration and the programme for the works) should be submitted to and approved in writing by the local planning authority in consultation with Portsmouth Water.

It must be demonstrated that any proposed piling:

- a. Will not result in contamination of groundwater;
- b. Will not increase risk to drinking water supplies (including turbidity); and
- c. Will not deteriorate the transmissivity of the aquifer.

Reason: Piling or any other foundation designs using penetrative methods can pose a risk to potable water supplies from, for example, turbidity, mobilisation of historical contaminants, drilling through different aquifers and creation of preferential pathways. This condition is imposed in accordance with paragraph 109 of the National Planning Policy Framework and policies W SP1 & W DM1 of the Arun Local Plan. This is not strictly a pre-commencement condition as other means of foundations are available however, if piling must be used then these details must be agreed prior to commencement and this condition is required because otherwise the water supplies under the site could be adversely affected.

- 8 No development shall take place, including any works of demolition, until a Construction & Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority (who shall consult with WSCC Highways, Portsmouth Water and the Councils Environmental Health Officers). Thereafter the approved Plan shall be implemented and adhered to.

throughout the entire construction period. The Plan shall provide details pertaining to the following matters:

- An indicative programme for carrying out of the works;
- Details of the arrangements for public engagement / consultation both prior to and continued liaison during the construction works;
- Measures to minimise the noise (including vibration) generated by the construction process to include proposed method of piling for foundations, the careful selection of plant and machinery and use of noise mitigation barrier(s);
- details of any floodlighting, including location, height, type and direction of light sources and intensity of illumination;
- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- All pollution mitigation measures to be adopted during the construction phase. This should include management of overland runoff, storage of hazardous materials, chemical and hydrocarbons on site and temporary drainage infrastructure to ensure that water resources are not put at risk from leaks or spillages;
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- Measures to control the emission of dust and dirt during construction; and
- A scheme for recycling / disposing of waste resulting from demolition and construction works.

Reason: In the interests of the safety/amenity of nearby residents & occupiers of any nearby noise sensitive premises, the safety & general amenities of the area and in the interests of highway safety in accordance with policies D DM1, QE SP1, QE DM1, QE DM2, ENV DM5, QE DM3, W SP1, W DM1 and T SP1 of the Arun Local Plan and the NPPF. This is required to be a pre-commencement condition because it is necessary to have the construction site set-up agreed prior to access by construction staff.

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

Reason: To ensure that the proposed development has a satisfactory means of disposing of foul sewerage and to manage the quantity of foul sewage in order to minimise the risk to controlled waters & the public drinking water supply in accordance with policies W SP1, W DM1 and W DM3 of the Arun Local Plan. This is required to be a pre-commencement condition because it is necessary to implement the foul water drainage system prior to commencing any building works.

- 10 Development shall not commence, other than works of site survey and investigation, until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, and the recommendations of the SuDS Manual produced by CIRIA. No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

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

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

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

All activity at the site is to be carried out in strict accordance with: - Arboricultural Impact Assessment and Method Statement, Lizard Landscape and Design Ltd, Ref. LLD1544-ARB-REP-001, Rev. 00, March 2020 and the Tree Retention and Protection Plan, LLD1544-ARB-DWG-002 (Rev 04).

If there is deemed to be a need for any Utility Service Route connections to bisect retained tree Root Protection Areas/Zones, then prior to their installation a Method Statement prepared by an Arboricultural Expert must be submitted that stipulates how this can be achieved without adverse impact on tree roots. Written approval and confirmation of acceptance of this Methodology must be issued before any works are commenced out on site.

Reasons: To comply with BS5837 and policy ENV DM4 of the Arun Local Plan to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised, and they can continue to enhance the landscape and amenity of the area. This is required to be a pre commencement condition because it is necessary to ensure that trees are fully protected before the ground is disturbed and works commence.

- 13 Before the site is occupied or any machinery is introduced to the site or demolition work or construction work or alterations to existing ground levels takes place a PRE-COMMENCEMENT Site Meeting is to take place between the Planning Authority's Tree Officer and the Arboricultural Expert or other designated competent person representing the site owner(s) - at this meeting all protective fencing and ground protection measures will be inspected to verify they are 'Fit for Purpose' as required under British Standard 5837:2012 and have been erected and positioned exactly as shown on the Tree Retention and Protection Plan, LLD1544-ARB-DWG-002 (Rev 04).

A schedule of Site Monitoring/Supervision visits and Reporting Procedures prepared by an Arboricultural Expert will be required and their extent will be agreed on at the site meeting to the satisfaction of the Planning Authority's Tree Officer.

Reasons: To comply with BS5837 and to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised, and they can continue to enhance the landscape and amenity of the area. This is required to be a pre commencement condition because it is necessary to ensure that trees are fully protected before the ground is disturbed and works commence.

- 14 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources (as described in the glossary at Annex 2 of the National Planning Policy Framework) unless it can be demonstrated that a fabric-first approach would achieve an equivalent energy saving. Details and a timetable of how this is to be achieved for each phase or sub phase of development, including details of physical works on site, shall be submitted to and approved in writing by the Local Planning Authority before any development in that phase or sub phase begins. The development shall be implemented in accordance with the approved details and timetable and retained as operational thereafter.

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

- 15 No development shall commence until either (a) an odour assessment has been undertaken to determine the impact of odour from the nearby riding school/manege or (b) evidence has been supplied to demonstrate that the equestrian livery use has ceased. If it is not possible to provide the information required by (b) then the results of the assessment and details of a scheme of mitigation measures necessary to ensure an appropriate level of amenity within habitable rooms and garden areas shall be submitted to and approved in writing by the Local Planning Authority. All works, which form part of the approved scheme, shall be completed before any part of the development is occupied and shall thereafter be maintained in accordance with the approved details. The assessment shall be conducted by a suitably qualified odour assessor and be carried out in line with the Institute of Air Quality Managements 'Guidance on the assessment of odour for planning'.

Reason: To protect the amenity of local residents in accordance with Policy QE DM3 of the Arun Local Plan. This is required to be a pre-commencement condition because the approved measures may need to be built into the fabric of the buildings.

- 16 The preparation and development of the site must be carried out in accordance with the protection and mitigation measures as set out within the submitted Soil Resource Plan by Soils Limited ref 18570/SRP_R53 (October 20). The soil protection/mitigation measures shall be implemented as per the document and then permanently adhered to throughout the construction process.

Reason: In accordance with Arun Local Plan policy SO DM1 and the National Planning Policy Framework.

- 17 No development above damp proof course (DPC) level shall take place until there has been

submitted to, and approved by, the Local Planning Authority, a landscaping scheme including details of hard and soft landscaping and details of existing trees and hedgerows to be retained, together with measures for their protection during the course of the development. The landscaping scheme should include at least 26 new native trees to include specimens that will potentially grow to 10-15m high. The approved details of the landscaping shall be carried out in the first planting and seeding season, following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which, within a period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy D DM1 of the Arun Local Plan.

- 18 No development above damp proof course (DPC) level shall take place until details of all new screen walls and fences have been submitted to and approved by the Local Planning Authority and no dwellings shall be occupied until such screen walls and fences associated with them have been erected.

Reason: In the interests of amenity in accordance with policy D DM1 of the Arun Local Plan.

- 19 No development above damp proof course (DPC) level shall take place until elevation details of the two proposed communal bin stores have been submitted to and approved by the Local Planning Authority and none of the houses/flats associated with these shall be occupied until the approved bin stores have been provided.

Reason: To protect the amenities of nearby residents in accordance with Arun Local Plan policies QE SP1 and WM DM1.

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

Reason: To enable the Local Planning Authority to control the development in detail in the interests of visual amenity and local character in accordance with policy D DM1 of the Arun Local Plan.

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

Prior to occupation of each dwelling, the predicted illuminance levels shall be tested by a competent person to ensure that the illuminance levels agreed in the scheme are achieved. Where these levels have not been met, a report shall demonstrate what measures have been taken to reduce the levels to those agreed within the application scheme. The lighting approved shall be installed and shall be maintained in accordance with the approved details.

Reason: In the interests of the amenities of the area, the site biodiversity (particularly in respect of bats), the interests of minimising crime and to minimise unnecessary light spillage outside the development site in accordance with policies QE SP1, QE DM2 & ENV DM5 of the Arun Local Plan.

- 22 No part of the development shall be first occupied until such time as the vehicular access and associated highways works serving the development has been constructed in accordance with the details shown on the drawing titled ACCESS DESIGN and numbered 020.0360.001.

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

- 23 No part of the development shall be first occupied until visibility splays of 2.4m by 107.5m have been provided at the proposed site vehicular access onto Fontwell Avenue in accordance with the approved planning drawings. Once provided the splays shall thereafter be maintained and kept free of all obstructions over a height of 0.6m above adjoining carriageway level or as otherwise agreed.

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

- 24 No dwelling shall be occupied until the car parking including garages associated with that dwelling

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has been constructed in accordance with the approved site plan. The car parking spaces hereby approved shall not be used for any purpose other than for the parking of vehicles and the garages shall not be used for any purpose other than the parking of vehicles and for domestic storage unless permission is granted by the Local Planning Authority on an application in that behalf.

Reason: In the interests of ensuring sufficient vehicle parking and highway safety within the development in accordance with policy T SP1 of the Arun Local Plan.

- 25 No dwelling shall be occupied until covered and secure cycle parking spaces (or if in garages then details of storage racks) associated with that dwelling have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

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

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

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

- 27 The dwellings hereby permitted shall be built in accordance with the sound insulation scheme, set out within sections 4.5, 4.6, 4.7, 4.8 & Figure 1 of the "Proposed residential development at land west of Fontwell Avenue, Eastergate, Road Traffic Noise Assessment" by Hepworth Acoustics Ltd (ref P20-188-R01v1, dated April 2020). Following implementation of the insulation scheme, a test shall be undertaken to demonstrate that the attenuation measures carried out have achieved the Indoor ambient noise levels for dwellings" guideline values specified within Table 4 under section 7.7.2 of BS 8233:2014 and the "Design criteria for external noise" upper guideline value of 55 dB LAeq,T as specified within section 7.7.3.2 of BS 8233:2014. Following the implementation of the insulation scheme for each dwelling, that dwelling shall not be occupied until test results, demonstrating that the minimum sound insulation criteria has been achieved, have been submitted to and approved in writing by the local planning authority.

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

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

Reason: To safeguard the amenities of future residents in accordance with Arun Local Plan policy TEL SP1.

- 29 Prior to the occupation of the dwellings, a scheme for the provision of facilities to enable the charging of electric vehicles to serve the approved dwellings shall be submitted to the local planning authority for approval and thereafter implemented in accordance with the approved details and the charge points shall thereafter be permanently retained and maintained in good working condition.

Reason: New petrol, diesel and hybrid cars/vans will not be sold beyond 2035, and to mitigate against any potential adverse impact of the development on local air quality, in accordance with policy QE DM3 (c) of the Arun Local Plan, the Arun Parking Standards SPD and the National Planning Policy Framework.

- 30 None of the dwellings shall be occupied unless and until full details of the public open space (POS) management arrangements have been submitted to and approved in writing by the Local Planning Authority. The POS shall thereafter be implemented in accordance with the provision as agreed by application BN/50/20/PL (or any subsequent variation application) prior to occupation of the 22nd dwelling and permanently retained thereafter. The approved management details shall then be permanently adhered to.

Reason: To ensure that the POS is provided and that a management regime is established in accordance with policy OSR DM1 of the Arun Local Plan.

- 31 None of the dwellings shall be occupied unless and until full details of the management arrangements for the public play provision as shown on drawing D2776-FAB-00-XX-DR-L-0101 Rev D102 "Play Strategy Sketch" have been submitted to and approved in writing by the Local Planning Authority. The public play provision shall be implemented in accordance with the approved details prior to occupation of the 22nd dwelling and permanently retained thereafter. The approved management details shall then be permanently adhered to

Reason: To ensure that play provision is in place for future residents and that a management regime is established in accordance with policy OSR DM1 of the Arun Local Plan.

- 32 None of the FOG type dwellings (plots 12, 16, 23, 35) shall be occupied unless and until details of balcony screens/railings to these dwellings have been submitted to and approved by the Local Planning Authority. The approved screens/railings shall thereafter be implemented in accordance with the approved details and permanently retained in good condition.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of visual amenity and the amenities of nearby residential occupiers in accordance with policies D DM1 and QE DM1 of the Arun Local Plan.

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

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

- 34 Any deep pits, trenches or holes present on the site during construction works shall either be covered or have a secured plank within them to allow a means of escape for any animals.

Reason: In accordance with Arun Local Plan policy ENV DM5 and the National Planning Policy Framework.

- 35 If during development, any visible contaminated or odorous material, (for example, asbestos containing material, stained soil, petrol / diesel / solvent odour, underground tanks or associated pipework) not previously identified, is found to be present at the site, no further development (unless otherwise expressly agreed in writing with the Local Planning Authority) shall be carried out until it has been fully investigated using suitably qualified independent consultant(s). The Local Planning Authority must be informed immediately of the nature and degree of the contamination present and a method statement detailing how the unsuspected contamination shall be dealt with must be prepared and submitted to the Local Planning Authority for approval in writing before being fully implemented before development in that phase recommences. If no such contaminated material is identified during the development, a statement to this effect must be submitted in writing to the Local Planning Authority.

Reason: To ensure that risks from land contamination to drinking water supplies is controlled & mitigated and to protect the amenity of local residents in accordance with policies QE DM4, W SP1, W DM1 and W DM3 of the Arun Local Plan.

- 36 All bathroom, dressing room and toilet windows in the elevations of any of the buildings hereby approved shall be glazed with obscured glass and permanently retained so thereafter.

Reason: To protect the amenities and privacy of existing and future occupiers in accordance with policies D DM1 and QE SP1 of the Arun Local Plan.

- 37 No windows (other than those shown on the plans hereby approved) shall be constructed in the flank elevations of any of the dwellings hereby approved without the prior permission of the Local Planning Authority on an application in that behalf.

Reason: To protect the amenities and privacy of existing and future occupiers in accordance with policies D DM1 and QE SP1 of the Arun Local Plan.

- 38 Notwithstanding the provisions of Schedule 2, Part 2, Class A of The Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting this Order) no fences, walls, gates or other means of enclosure (other than those specified on the approved plans) shall be erected on land forward of the primary or side elevations any of the approved houses, unless permission is granted by the Local Planning Authority on an application in

that behalf.

Reason: In the interests of visual amenity in accordance with policy D DM1 of the Arun Local Plan.

- 39 Notwithstanding the provisions of Part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order, 2015 (or any Order revoking or re-enacting this Order) no rear extensions to plots 2, 20, 21, 22, 25, 29, 30, 31, 32, 33 & 34 shall be constructed or buildings shall be erected within the curtilage of the same plots unless permission is granted by the Local Planning Authority on an application in that behalf.

Reason: To safeguard the amenity of adjoining occupiers and maintain adequate private amenity space in accordance with policy D DM1 of the Arun Local Plan.

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

- 41 INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to Affordable Housing, specifically the provision of 13 dwellings consisting of 10 affordable rented dwellings and 3 intermediate dwellings. These to be provided not later than 50% occupation of the development.

- 42 INFORMATIVE: A formal application for connection to the public sewerage system is required in order to service this development, please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk. Please read the New Connections Services Charging Arrangements documents which is available to read on the SW website - <https://beta.southernwater.co.uk/infrastructurecharges>.

- 43 INFORMATIVE: Portsmouth Water state that they would have no objection to piling at this location if the piles terminate within the Clay cover.

- 44 INFORMATIVE: Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The percolation tests must be carried out in accordance with BRE365, CIRIA R156 or a similar approved method and cater for the 1 in 10 year storm between the invert of the entry pipe to the soakaway, and the base of the structure. It must also have provision to ensure that there is capacity in the system to contain below ground level the 1 in 100 year event plus 40% on stored volumes, as an allowance for climate change. Adequate freeboard must be provided between the base of the soakaway structure and the highest recorded annual groundwater level identified in that location. Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest winter groundwater table in support of the design. The applicant is advised to discuss the extent of groundwater monitoring with the Council's Engineers.

Supplementary guidance notes regarding surface water drainage are located here <https://www.arun.gov.uk/surfacewater> on Arun District Councils website. A surface water drainage checklist is available here <https://www.arun.gov.uk/drainagechecklist> on Arun District Councils website, this should be submitted with a Discharge of Conditions Application.

Portsmouth Water have a presumption against deep bore soakaway disposal in this area as deep infiltration systems can provide a pathway for contaminants. Any contamination may pose a risk to groundwater underlying the site and to the surrounding potable supplies. If deep bore soakaway(s) are the proposed drainage solution, the application for the construction and installation should be accompanied by an adequate risk assessment demonstrating how the risk to groundwater would be mitigated in the proposed design.

- 45 INFORMATIVE: If during construction works, it becomes apparent that implementation cannot be carried in accordance with previously agreed details any resubmission of the drainage design must be accompanied by an updated copy of the management manual.

- 46 INFORMATIVE: The granting of this planning permission does not in any way indemnify against statutory nuisance action being taken should substantiated complaints within the remit of the Environmental Protection Act 1990. For further information please contact the Environmental Health Department on (01903) 737555.

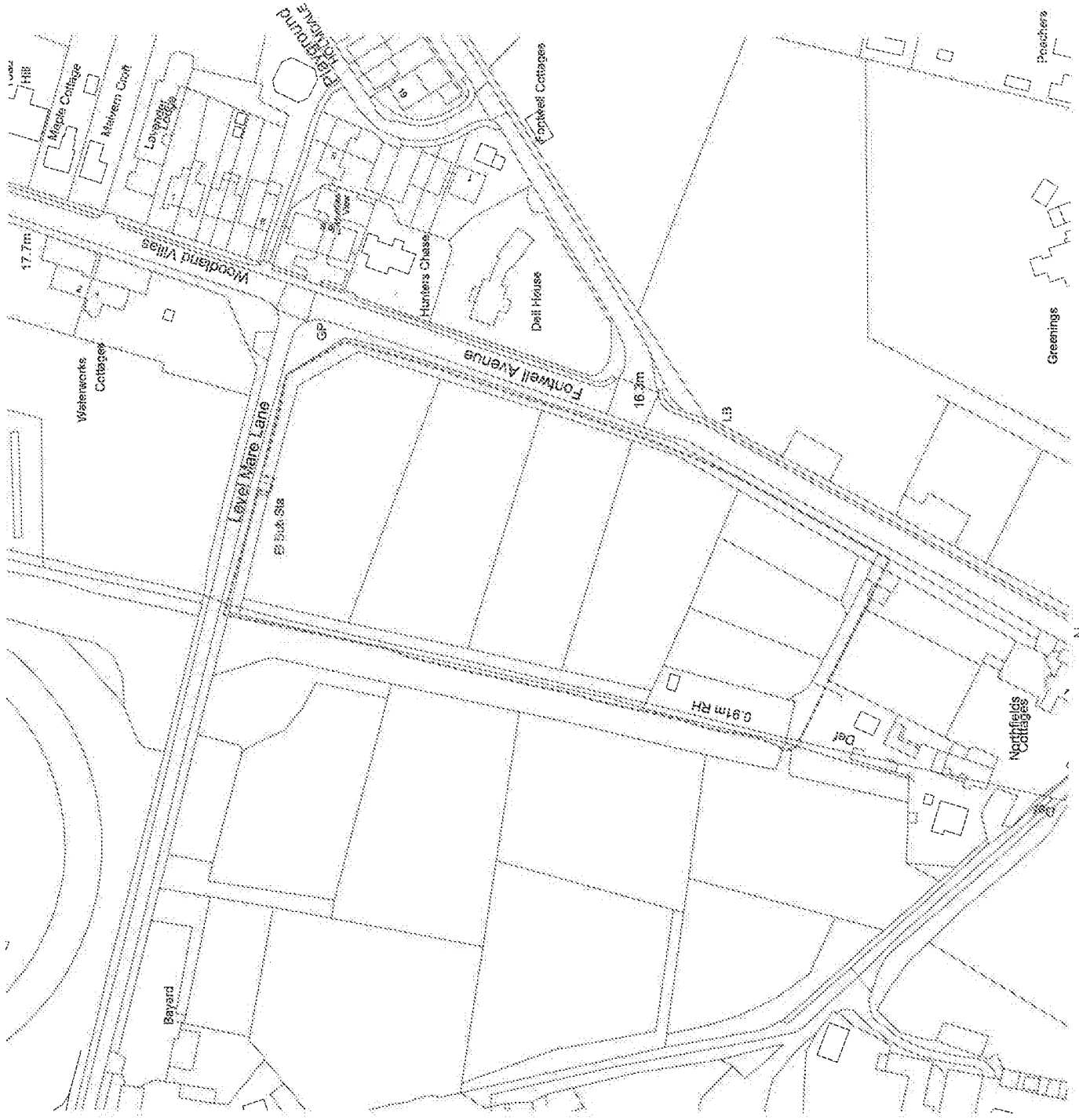
- 47 INFORMATIVE: In the interests of crime prevention and deterrence, the development should incorporate security measures in accordance with the consultation advice of Sussex Police (dated

02/06/20) as available on the Councils website.

- 48 INFORMATIVE: The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.
- 49 INFORMATIVE: The applicant is advised that the erection of temporary directional signage should be agreed with the Local Traffic Engineer prior to signage being installed. The applicant should be aware that a charge will be applied for this service.
- 50 INFORMATIVE: The applicant should note that this layout has been approved without full agreement in respect of drainage. If it becomes clear that drainage conditions cannot be agreed due to the layout not providing sufficient space for drainage or if it is necessary to use Public Open Space for drainage then a new application will need to be submitted as the Local Planning Authority will not be able to agree such changes through the Non Material Amendment process.

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APPENDIX 2 LOCATION PLAN



NOTES
Do Not Scale.
Report all discrepancies, errors and omissions.
Verify all dimensions on site before commencing any work on site or erecting any structure.
All materials, components and workmanship are to comply with the relevant British Standards, Codes of Practice, and applicable manufacturer's recommendations that from time to time shall apply.
For all specialist work, see relevant drawings.
This drawing and design are copyright of Clague LLP
Registration number 00333345

Rev	Date	Description
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Project Title
Proposed Residential Development
Fontwell Avenue
West Sussex

Drawing Description
S106 Plan



1.54 ha Boundary Line

Scale	Drawn by
1:1250 @ A1	PH
Date	Checked by
Jan 2021	CSS

CLAGUE ARCHITECTS

10, Clague Architects Suite 011, 5001	01223 770065
1, Clague Architects, 100, 1001 100, 1001, 1001, 1001	01223 770065
5, Clague Architects 100, 1001, 1001	01223 770065
10, Clague Architects 100, 1001, 1001	01223 770065

Drawing Number
29562A

Proposed Residential Development

APPENDIX 3

Tenure Mix

Affordable Rented	
1 bed apartments	3
2 bed 4 person houses	5
3 bed 6 person houses	2
Overall Totals	10

Intermediate Housing	
1 bed apartments	1
2 bed houses	1
3 bed houses	1
Overall Totals	3

APPENDIX 4
DRAFT NOMINATIONS AGREEMENT

DATED

20[]

(1) [·][]

AND

(2) ARUN DISTRICT
COUNCIL

DEED OF NOMINATION

relating to
rented units at

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7 DISPUTES.....	7
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THIS DEED OF NOMINATION RIGHTS is made on

20[]

BETWEEN

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

I DEFINITIONS

In this Deed :

"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 AHP or AAHP and containing terms which accord with the form of Tenancy Agreement being used by the AHP or AAHP from time to time for its general lettings.

"Vacancy Notice" means a written notice given by the AHP or AAHP to the Council (in a form to be agreed between the AHP or AAHP and the Council within five weeks from the date of this Deed) the function of such notice being the notification to the Council by the AHP or AAHP 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 AHP or AAHP;
- (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 AHP or AAHP to the Council (in a form to be agreed between the AHP or AAHP and the Council within five weeks from the date of this Deed) 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 AHP or AAHP 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 AHP or AAHP 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 AHP or AAHP 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:
 - 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.

- 3.5 The AHP or AAHP 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 AHP or AAHP 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 AHP or AAHP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the AHP or AAHP's offer and the AHP or AAHP 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 AHP or AAHP's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the AHP or AAHP 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 AHP or AAHP's offer of a Tenancy Agreement within the prescribed time limits the AHP or AAHP 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 AHP or AAHP'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 AHP or AAHP has reasonable cause to believe it will become a Void then and in each case:

- 3.10.1 the AHP or AAHP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
- 3.10.2 within 10 working days of receipt of the said notice the Council shall serve upon the AHP or AAHP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 The AHP or AAHP 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 AHP or AAHP shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The AHP or AAHP 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 AHP or AAHP shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
- 3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
- 3.14.2a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
- 3.14.3a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- 3.14.4a person accepting an offer of a tenancy from the AHP or AAHP;

- 3.14.5 the AHP or AAHP 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 3.14.4 the Council shall serve upon the AHP or AAHP 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 AHP or AAHP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the AHP OR AAHP of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The AHP or AAHP 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 AHP or AAHP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the AHP or AAHP and the Council.
- 3.20 The AHP or AAHP shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the AHP or AAHP the grant of an Assured Tenancy to such Nominee would be in contravention of the AHP or AAHP's registered rules or its letting criteria.
- 3.21 The Council shall immediately notify the AHP or AAHP in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.

3.22 When calculating percentage for the purposes of this Deed 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 AHP or AAHP agree that the nomination rights contained in this Deed 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 AHP or AAHP 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 I Chapter II 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 AHP or AAHP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this deed.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

Executed as a Deed by []
affixing

THE COMMON SEAL of
}

Executed as a Deed by []
affixing

THE COMMON SEAL of
}

**THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND 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:- }



Authorised Signatory

Signature

..... [Redacted Signature]

Name..... EDWARD O'NEILL

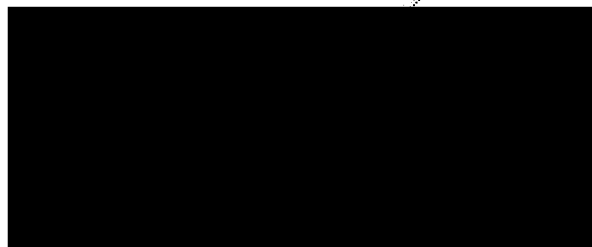
.....

Job

Title..... PROPERTY LAWYER

Seal Book No. 10 / 2021

Signed as a Deed by
RICHARD JOHN NEW



RICHARD JOHN NEW

In the presence of:



WITNESS SIGNATURE

Name of witness: DAVID C SMITH

Address of witness: SUNBEAM COTTAGE
MYTON ROAD
EASTGATE PO20 3UP

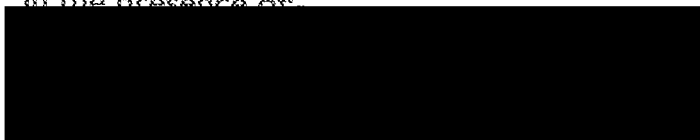
Occupation of witness: RETIRED FE COLLEGE VICE-PRINCIPAL

Signed as a Deed by
ELIZABETH JANE NEW



ELIZABETH JANE NEW

In the presence of:



WITNESS SIGNATURE

Name of witness: DAVID C SMITH

Address of witness: SUNBEAM COTTAGE
MYTON ROAD
EASTGATE PO20 3UP

Occupation of witness: RETIRED COLLEGE VICE-PRINCIPAL

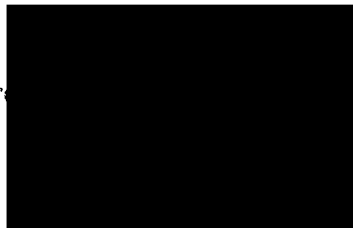
Executed as a Deed by }
RESIDE DEVELOPMENTS }
LIMITED by a Sole Director }
signing in the presence of: }



..... Andrew Nuntan

Name in Block Capitals

Witness Signature



Name of witness: CLAUDIA FRIEL

Address of witness: 12, AZACIA ROAD, GUI IHL