

DO NOT DATE

DATED THIS 5 DAY OF February 2021

- (1) ARUN DISTRICT COUNCIL
- (2) PAUL SIMON RILEY
- (3) PCF BANK LIMITED

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
relating to land at 13-17 Abbeyfield
Richmond Avenue, Bognor Regis PO21 2YE

Planning ref: BR/114/20/PL

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX57406 LITTLEHAMPTON

CMS8148

DO NOT DATE

Date:

5 FEBRUARY

2021

PARTIES:

1. **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, LITTLEHAMPTON BN17 5LF ("the Council")
2. **PAUL SIMON RILEY** of 23 Gossamer Lane, Bognor Regis PO21 3AT ("the Owner")
3. **PCF BANK LIMITED** of Pinners Hall, 105-108 Old Broad Street, London EC2N 1ER ("the Mortgagee")

WHEREAS

1. The Council is the Local Planning Authority, for the purposes of the Act for the area in which the Land is situated and the authority responsible for the provision of housing, leisure and recreation services..
2. The Council shall be responsible for enforcing this Deed for all purposes.
3. The Owner is the registered proprietor with Title Absolute of the land registered at HM Land Registry under Title Numbers WSX395225, WSX395224 and WSX395226 known as land at 13-17 Richmond Road, Bognor Regis PO21 2YE.
4. The Owner has made the Application and is proposing to carry out the Development.
5. The Owner has agreed to enter into this Agreement to give Planning Obligations to the Council upon the terms and subject to the conditions therein.
6. This Agreement is made as a Deed.

NOW THIS DEED WITNESSETH as follows:

1. Interpretation:

In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:

Access Management Contribution	means the sum of £8,710.00 (EIGHT THOUSAND SEVEN HUNDRED AND TEN POUNDS) payable to the Council in accordance with paragraph 4 of the First Schedule towards the cost of delivery measures to avoid or mitigate to an acceptable level the harm caused to Pagham Harbour by the Development
Act	means the Town and Country Planning Act 1990 as amended
Agreed or Approved	means agreed or approved in writing and given for the purpose of this Deed
Application	means an application in respect of the Land for the Development and given Council reference BR/114/20/PL
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 and any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development Order 1995 the

	erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence" shall be construed accordingly
Commencement Notice	means a notice in the form annexed to this Agreement as Appendix 1
Development	means the development of the Land by Conversion of existing residential care home into 10 No. flats
Dwelling	means a residential dwelling unit to be constructed on the Land pursuant to the Planning Permission
Financial Contribution	means one or more of the contributions referred to in the First Schedule. Financial Contribution and Financial Contributions shall be construed accordingly.
Health and Fitness Contribution	means a sum of £1,400.00 (ONE THOUSAND FOUR HUNDRED POUNDS) towards the community sports hub to be provided at West of Bersted payable to the Council in accordance with paragraph 7 of the First Schedule
Index	means the "All Items" index figure at 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 Final Index Figure 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
Interest Rate	means the rate of 4% above the base rate from time to time of Lloyds Bank applicable at the Specified Date or the actual date on which the relevant Planning Obligation under this Deed is paid whichever is the higher

Land	means the land at 13-17 Richmond Road, Bognor Regis PO21 2YE shown for the purposes of identification outlined in red on the Plan and being registered at the Land Registry under title numbers WSX395225, WSX395224 and WSX395226
Leisure Swimming Pool Contribution	means a sum of £4,052 (FOUR THOUSAND AND FIFTY TWO POUNDS) towards swimming pool provision at a new leisure centre for the District payable to the Council in accordance with paragraph 6 of the First Schedule
Monitoring Fee	means a sum of £900.00 (NINE HUNDRED POUNDS) payable to the Council in accordance with paragraph 1 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)
NPPF	means the National Planning Policy Framework in force at the time this Agreement is completed or at any time any appeal is determined
Occupation	means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and "Occupiers" and "Occupy" and "Occupied" shall be construed accordingly
Operative Date	means the date the Development is Commenced
Pagham Harbour	means a Special Protection Area also known as a Natura 2000 site, based in Pagham West Sussex in the District of Arun identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds
Payment Notice	means a notice in the form annexed to this Agreement as Appendix 2
Plan	means the plan annexed hereto as Appendix 3

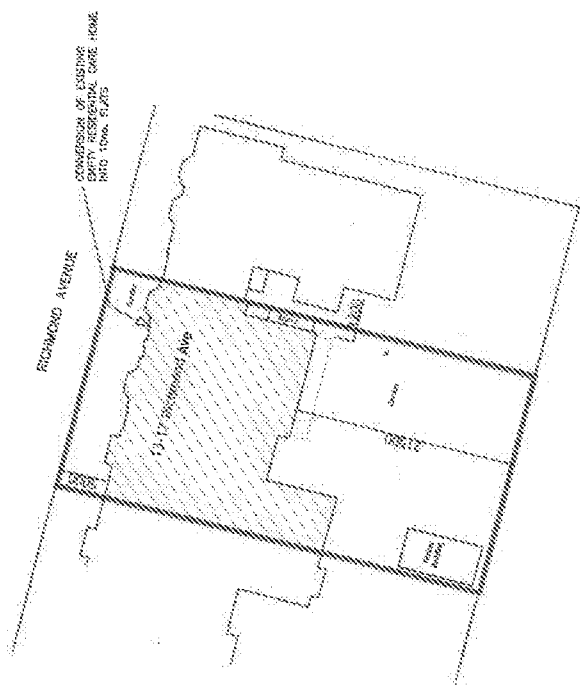
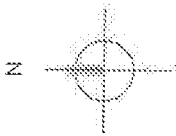
Planning Authority	means the Council
Planning Condition	means any condition subject to which the Planning Permission is granted
Planning Obligations	means the obligations, conditions and stipulations set out in the First Schedule and Second Schedule and "Planning Obligation" shall be construed accordingly
Planning Permission	means a planning permission for the Development granted pursuant to the Application
Play Equipment Contribution	means a sum of £17,303.00 (SEVENTEEN THOUSAND THREE HUNDRED AND THREE POUNDS) towards play equipment at West Park, Aldwick payable to the Council in accordance with paragraph 5 of the First Schedule
Playing Pitch (Avisford Park) Contribution One	means a sum of £1,084.00 (ONE THOUSAND AND EIGHTY FOUR POUNDS) towards improvements to the grass playing surface of football pitches at Avisford Park Recreation Ground Bognor Regis payable to the Council in accordance with paragraph 9 of the First Schedule
Playing Pitch (Avisford Park) Maintenance Contribution	means an annual sum of £228.00 (TWO HUNDRED AND TWENTY EIGHT POUNDS) payable for twenty years towards improvements to the grass playing surface of football pitches at Avis Park Recreation Ground Bognor Regis payable to the Council in accordance with paragraph 10 of the First Schedule
Playing Pitch (Avisford Park) Contribution Two	Means a sum of £2,958.00 (TWO THOUSAND NINE HUNDRED AND FIFTY EIGHT POUNDS) towards improvements to ancillary facilities at Avisford Park Recreation Ground, Bognor Regis payable to the Council in accordance with paragraph 11 of the First Schedule
Playing Pitch (rugby club) Contribution One	means a sum of £333.00 (THREE HUNDRED AND THIRTY THREE POUNDS) towards improvements to the grass playing surface of rugby pitches at Bognor Regis Rugby Club payable to the Council in accordance with paragraph 12 of the First Schedule

Playing Pitch (rugby Club) Maintenance Contribution	means an annual sum of £71.00 (SEVENTY ONE POUNDS) payable for twenty years towards improvements to the grass playing surface of rugby pitches at Bognor Regis Rugby Club payable to the Council in accordance with paragraph 13 of the First Schedule
Playing Pitch (Rugby Club) Contribution Two	means a sum of £820.00 (EIGHT HUNDRED AND TWENTY POUNDS) towards improvements to ancillary facilities at Bognor Regis Rugby Club payable to the Council in accordance with paragraph 14 of the First Schedule
Playing Pitch (Queensfield) Contribution One	means a sum of £801.00 (EIGHT HUNDRED AND ONE POUNDS) towards improvements to the grass playing surface of cricket pitches at Queensfield, Bognor Regis payable to the Council in accordance with paragraph 15 of the First Schedule
Playing Pitch (Queensfield) Maintenance Contribution	means an annual sum of £162.00 (ONE HUNDRED AND SIXTY TWO POUNDS) payable for twenty years towards improvements to the grass playing surface of cricket pitches at Queensfield, Bognor Regis payable to the Council in accordance with paragraph 16 of the First Schedule
Playing Pitch (Queensfield) Contribution Two	means a sum of £937.00 (NINE HUNDRED AND THIRTY SEVEN POUNDS) towards improvements to ancillary facilities at the cricket pitches at Queensfield, Bognor Regis payable to the Council in accordance with paragraph 17 of the First Schedule
Playing Pitch (3G) Contribution	means a sum of £830.00 (EIGHT HUNDRED AND THIRTY POUNDS) towards surfacing 3G pitches at West Bersted payable to the Council in accordance with paragraph 18 of the First Schedule

Playing Pitch (3G) Maintenance Contribution	means an annual sum of £29.00 (TWENTY NINE POUNDS) payable for twenty years towards surfacing 3G pitches at West Bersted payable to the Council in accordance with paragraph 19 of the First Schedule
Public Open Space Contribution	means a sum of £19,710.00 (NINETEEN THOUSAND SEVEN HUNDRED AND TEN POUNDS) towards improvements at Marine Park Gardens, Aldwick payable to the Council in accordance with paragraph 2 of the First Schedule
Recorded Delivery	means post that when received must be signed for by the recipient
RICS	means the Royal Institution of Chartered Surveyors
Section 73 Consent	means any approval or consent given by the Council under Section 73 of the Act
Specified Date	means the date upon which a Planning Obligation arising under this Agreement is to be carried out or is due to be performed
Sports Hall/Flexible Activity Space Contribution	means a sum of £3,767.00 (THREE THOUSAND SEVEN HUNDRED AND SIXTY SEVEN POUNDS) towards the community sports hub to be provided at West of Bersted payable to the Council in accordance with paragraph 8 of the First Schedule
Working Day	means a weekday (Saturdays, Sundays and public holidays excepted) and "Working Days" shall be construed accordingly

2. Interpretation

- 2.1 Clause headings shall not affect the interpretation of this Agreement
- 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 in the plural shall include the singular.
- 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 its 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**” includes email.
- 2.10 References to clauses and schedules are to the clauses and schedules of this Agreement
- 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.



11/2021

SITE PLAN 1:500



LOCATION PLAN 1:1250

LETTER	REVISION	DATE

This scheme is subject to town planning and all other necessary consents. All dimensions and levels to be checked on site. This drawing is to be used in conjunction with other relevant drawings and documents. Report all discrepancies to the Architect before work commences. All Design is the trading name of AM Design Ltd © AM Design Ltd. All rights reserved.

DRAWING NO	REVISION
313/01	
SCALE	DATE
1:1250 1:500	MAY 2021

PROJECT
13-17 RICHMOND AVE
BOGNOR REGIS
WEST SUSSEX
PO21 2YE
PLANNING

AmDesign
ARCHITECTURE DESIGN DEVELOPMENT
Leeza Adule-Holmes ARB REGA SP4B
Mob: 07758 329403
e-mail: leeza@amdesignltd.co.uk

3. Legal Basis

- 3.1 This Agreement is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations under Section 106 of the Act and are enforceable by the Council as a local planning authority as appropriate against the Owner in accordance with Section 106 of the Act.

4. Conditionality

- 4.1 This Agreement is conditional upon:
- 4.1.1 the grant of Planning Permission
 - 4.1.2 the Commencement of the Development
- save that the provisions of clauses 2,3,4,11,13, 18, 19 and 20 which shall come into effect immediately upon completion of this Agreement
- 4.2 In the event that the Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Agreement is also conditional upon:
- 4.2.1 The Secretary of State or the planning inspection deciding the appeal being satisfied that it is:
 - 4.2.1.1 necessary to make the Development acceptable in planning terms; and
 - 4.2.1.2 directly related to the Development; and
 - 4.2.1.3 fairly and reasonably related in scale and kind to the Development; and
 - 4.2.1.4 complies in all respects with the CIL Regulations
 - 4.2.2 In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his decision letter that any individual Planning Obligation within the Agreement is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the

purposes of this Agreement and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.

5. The Owner's Covenants

- 5.1 The Owner covenants with the Council so as to bind the Land to perform the obligations as set out in the First Schedule.

6. The Council's Covenants

- 6.1 The Council covenants with the Owner as set out in the Second Schedule.

7. Certificates

- 7.1 The Owner agrees with the Council:

7.1.1 Not more than 7 (seven) days after the Development is Commenced the Owner shall serve on the Council a Commencement Notice in the form set out in Appendix 1 hereto.

7.1.2 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give the Council notice of the Specified Date not more than seven days after such Specified Date; and

7.1.3 if the Owner fails to give the notice required under this Clause the Council shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owner of that determination

8. Miscellaneous

- 8.1 Nothing in this Agreement constitutes an obligation to grant planning permission
- 8.2 The Owner shall on completion of this Agreement pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement.
- 8.3 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

- 8.4 This Agreement shall be registered by the Council as a local land charge.
- 8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Agreement 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 one of the methods outlined in clause 17.1.
- 8.6 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owner's written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 8.7 Insofar as any clause or clauses of this Agreement 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 Agreement.
- 8.8 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 8.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 8.10 Nothing contained or implied in this Agreement 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

9. Payment Notice

- 9.1 All payments due under this Agreement shall be forwarded to the payee and shall have attached to them a copy of the Payment Notice duly completed.

10. Exclusion of liability

- 10.1 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement 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.

- 10.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.
- 10.3 The Planning Obligations in this Agreement 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 or against Network Rail in the event that part of the Land is transferred to Network Rail pursuant to the provisions of this Agreement
- 10.4 The Planning Obligations in this Agreement shall not bind or be enforceable against any mortgagee or chargee or any successor in title to such mortgagee chargee or receiver.
- 10.5 Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Agreement that occurs prior to the mortgagee taking possession of the land

11. Waiver

- 11.1 No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. Change in Ownership

- 12.1 The Owner agrees 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 Planning Obligations under this Agreement 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 Owner shall not be required to give notice to the Council any change of ownership affecting a Dwelling.

13 Future Section 73 Consents

13.1 Subject to clauses 13.2 to 13.5 below, if any Section 73 Consent is granted after the date of this Agreement:

13.1.1 the Planning Obligations in this Agreement shall relate to and bind such Section 73 Consent; and

13.1.2 the definitions of 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;

13.2 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;

13.3 to the extent that any of the Planning Obligations in this Agreement 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;

13.4 the provisions of this clause 13 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Agreement;

13.5 the Council reserves the right to insist upon the completion of a separate Planning Obligation by Agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.

14. Index linked

14.1 Unless there is an express provision to the contrary the Owner agrees 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:

$$A=B \times (C/D)$$

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Agreement

C is the RPI Index for the month two months before the date that the Specified Date

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

C/D is equal to or greater than 1

- 14.2 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased 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 Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council advises the Owner in writing.

15. Interest

- 15.1 Interest will be paid on sums due to the Council under this Agreement, but not paid on the Specified Date, from the Specified Date until actual payment. The rate of interest shall be the Interest Rate.

16. VAT

- 16.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

17. Notices

- 17.1 A notice or other communication to be given under or in connection with this Agreement must be in writing and must be:

17.1.1 delivered by hand, or

17.1.2 sent by Recorded Delivery post or other next working day delivery service, or

17.1.3 sent by email to planning@arun.gov.uk quoting the Application number and marked for the attention of the Group Head of Planning

- 17.2 Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:

17.2.1 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 Application number or by email to planning@arun.gov.uk;

17.2.2 to the Owner at 64 Downview Road, Felpham, West Sussex PO22 8JA.

or such other address as the relevant party shall specify by written notice to the other parties.

17.3 Any notice or other communication given in accordance with clause 17.2.4 and clause 17.2 will be deemed to have been received:

17.3.1 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;

17.3.2 if sent by Recorded Delivery or other next working day delivery service at 9 am on the second Working Day after posting;

17.3.3 If sent by email provided that if the 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

17.4 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.

18. Dispute Resolution

18.1 Where any matter the subject of this Agreement shall be in dispute the parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.

18.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the parties to the dispute.

18.3 In the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) ("the Expert") to be agreed by

the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force. and

18.4 The determination of the Expert (including any determination as to the responsibility for the payment of his 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.

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

18.5.1 the Expert shall call for representations from both parties within 21 days of a reference to him under this Agreement and require the parties to exchange representations within this period;

18.5.2 the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in 18.5.1 above to make counter representations

18.5.3 any representations or counter representations received out of time may be disregarded by the Expert

18.5.4 the Expert shall provide the parties with a written decision (including his reasons) within 28 days of the last date of receipt of counter representations and he shall be entitled to call for such independent expert as he shall think fit.

18.5.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award.

18.5.6 unless this Agreement has already been terminated each of the respective parties shall in every case continue to comply with its obligations under this Agreement regardless of the nature of the dispute for resolution pursuant to this clause 18.5.6 (but without prejudice to the rights and obligations of the respective parties in relation to the termination of the Agreement).

19. Jurisdiction

19.1 This Agreement 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.

20. Delivery

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

FIRST SCHEDULE

The Owner covenants with the Council as follows:

1 MONITORING FEE

- 1.1 Prior to the Commencement of the Development to pay to the Council the Monitoring Fee.
- 1.2 Shall not cause or permit the Development to be Commenced until the Monitoring Fee has been paid to the Council.

2. PUBLIC OPEN SPACE CONTRIBUTION

- 2.1 Prior to the Commencement of Development to pay to the Council the Public Open Space Contribution.
- 2.2 Shall not cause or permit the Development to be Commenced until the Public Open Space Contribution has been paid to the Council.

3. ACCESS MANAGEMENT CONTRIBUTION

- 3.1 Prior to the Commencement of Development to pay to the Council the Access Management Contribution.
- 3.2 Shall not cause or permit the Development to be Commenced until the Access Management Contribution has been paid to the Council.

4. PLAY EQUIPMENT CONTRIBUTION

- 4.1 Prior to the Commencement of Development to pay to the Council the Play Equipment Contribution.
- 4.2 Shall not cause or permit the Development to be Commenced until the Play Equipment Contribution has been paid to the Council.

5. LEISURE SWIMMING POOL CONTRIBUTION

- 5.1 Prior to the Occupation of the 5th dwelling to pay to the Council the Leisure Swimming Pool Contribution.
- 5.2 Shall not cause or permit the 5th dwelling to be Occupied until the Leisure Swimming Pool Contribution has been paid to the Council.

6. HEALTH AND FITNESS CONTRIBUTION

- 6.1 Prior to the Occupation of the 5th dwelling to pay to the Council the Health and Fitness Contribution.
- 6.2 Shall not cause or permit the 5th dwelling to be Occupied until the Health and Fitness Contribution has been paid to the Council.

7. SPORTS HALL/FLEXIBLE ACTIVITY SPACE CONTRIBUTION

- 7.1 Prior to the Occupation of the 5th dwelling to pay to the Council the Sports Hall/Flexible Activity Space Contribution
- 7.2 Shall not cause or permit the 5th dwelling to be Occupied until the Sports Hall/Flexible Activity Space Contribution has been paid to the Council.

8. PLAYING PITCH (AVISFORD PARK) CONTRIBUTION ONE

- 8.1 Prior to the Commencement of Development to pay to the Council the Playing Pitch (Avisford Park) Contribution One.
- 8.2 Shall not cause or permit the Commencement of Development until the Playing Pitch (Avisford Park) Contribution One has been paid to the Council.

9. PLAYING PITCH (AVISFORD PARK) MAINTENANCE CONTRIBUTION

- 9.1 Prior to Commencement of Development to pay the first instalment ("First Instalment") to the Council of the Playing Pitch (Avisford Park) Maintenance Contribution and thereafter to pay the Playing Pitch (Avisford Park) Maintenance Contribution every year at the same date as the First Instalment for a period of twenty years.
- 9.2 Shall not cause or permit the Commencement of Development until the First Instalment of the Playing Pitch (Avisford Park) Maintenance Contribution has been paid to the Council.

10. PLAYING PITCH (AVISFORD PARK) CONTRIBUTION TWO

- 10.1 Prior to the Commencement of Development to pay to the Council the Playing Pitch (Avisford Park) Contribution Two.
- 10.2 Shall not cause or permit the Commencement of Development until the Playing Pitch (Avisford Park) Contribution Two has been paid to the Council.

11. PLAYING PITCH (RUGBY CLUB) CONTRIBUTION ONE

- 11.1 Prior to the Commencement of Development to pay to the Council the Playing Pitch (Rugby Club) Contribution One.
- 11.2 Shall not cause or permit the Commencement of Development until the Playing Pitch (Rugby Club) Contribution One has been paid to the Council.

12. PLAYING PITCH (RUGBY CLUB) MAINTENANCE CONTRIBUTION

- 12.1 Prior to the Commencement of Development to pay the first instalment ("First Instalment") to the Council of the Playing Pitch (Rugby Club) Maintenance Contribution and thereafter to pay the Playing Pitch (Rugby Club) Maintenance Contribution every year at the same date as the First Instalment for a period of twenty years.
- 12.2 Shall not cause or permit the Commencement of Development until the First Instalment of the Playing Pitch (Rugby Club) Maintenance Contribution has been paid to the Council.

13. PLAYING PITCH (RUGBY CLUB) CONTRIBUTION TWO

- 13.1 Prior to the Commencement of Development to pay to the Council the Playing Pitch (Rugby Club) Contribution Two.
- 13.2 Shall not cause or permit the Commencement of Development until the Playing Pitch (Rugby Club) Contribution Two has been paid to the Council.

14. PLAYING PITCH (QUEENSFIELD) CONTRIBUTION ONE

- 14.1 Prior to the Commencement of Development to pay to the Council the Playing Pitch (Queensfield) Contribution Two.
- 14.2 Shall not cause or permit the Commencement of Development until the Playing Pitch (Queensfield) Contribution One has been paid to the Council.

15. PLAYING PITCH (QUEENSFIELD) MAINTENANCE CONTRIBUTION

- 15.1 Prior to the Commencement of Development to pay the first instalment ("First Instalment") to the Council of the Playing Pitch (Queensfield) Maintenance Contribution and thereafter to pay the Playing Pitch (Queensfield) Maintenance Contribution every year at the same date as the First Instalment for a period of twenty years.
- 15.2 Shall not cause or permit the Commencement of Development until the First Instalment of the Playing Pitch (Queensfield) Maintenance Contribution has been paid to the Council.

16. PLAYING PITCH (QUEENSFIELD) CONTRIBUTION TWO

- 16.1 Prior to the Commencement of Development to pay to the Council the Playing Pitch (Queensfield) Contribution Two.

- 16.2 Shall not cause or permit the Commencement of Development until the Playing Pitch (Queensfield) Contribution Two has been paid to the Council.

17. PLAYING PITCH (3G) CONTRIBUTION

- 17.1 Prior to the Commencement of Development to pay to the Council the Playing Pitch (3G) Contribution.
- 17.2 Shall not cause or permit the Commencement of Development until the Playing Pitch (3G) Contribution.

18. PLAYING PITCH (3G) MAINTENANCE CONTRIBUTION

- 18.1 Prior to the Commencement of Development to pay the first instalment ("First Instalment") to the Council of the Playing Pitch (3G) Maintenance Contribution and thereafter to pay the Playing Pitch (3G) Maintenance Contribution every year at the same date as the First Instalment for a period of twenty years.
- 18.2 Shall not cause or permit the Commencement of Development until the First Instalment of the Playing Pitch (3G) Maintenance Contribution has been paid to the Council.

SECOND SCHEDULE

The Council covenants with the Owner as follows

1. REPAYMENT OF FINANCIAL CONTRIBUTIONS

- 1.1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
- 1.2 To pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the Council of such payment together with interest for the period from the date of payment to the date of refund.
- 1.3 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require, in order to confirm the expenditure of the sums paid by the Owner under this Deed.

EXECUTED AS A DEED by affixing

the Common Seal of

ARUN DISTRICT COUNCIL

in the presence of

Authorised Signatory

Name: LOUISE GREENE

Job Title: SOLICITOR

Seal Book Number 11/2021



EXECUTED as a deed by

PAUL SIMON RILEY

X

In the presence of

Witness name:

Witness address: 10 WYVERN CLOSE

Tangmere, CHICHESTER

W. SUSSEX PO20 2GR

Occupation:

COMPANY DIRECTOR

Stuart Allen
Partner
Paris Smith LLP
9 Parchment Street
Winchester
Hampshire SO23 8AT

EXECUTED as a deed

As an attorney for and on behalf of the Council in the presence of

Witness signature

Witness name: Chanotle Head

Witness address: 9 Parchment Street
Winchester SO23 8AT

APPENDIX 1

(Commencement Notice)

Pursuant to Clause 7.1.1 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 (DX:57406 Littlehampton);

From:

Development At:

Nature of Development:

Planning Permission Date & Reference:

Planning Obligation Date & 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 (where applicable)

5. Obligation in Agreement:

(a)	clause no.	
(b)	contribution towards	
(c)	amount of contribution due	
(d)	Date upon which contribution is due	
(e)	amount of contribution enclosed	
(f)	amount of monitoring sum	

APPENDIX 3

PLAN