

Planning Application Reference:	BR/341/10
Document Type:	Section 106 Agreement
Date of Agreement:	4th November 2011

NB: Above text in bold to be included in free text field.

Check thoroughly for **telephone numbers/email addresses & signatures** and block.
Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer

Dated: 4 November 2011

Between:

[1] Peter Hudson	[The Owner]
[2] Peter Hudson & Paul Meredith	[The Applicants]
[3] Arun District Council	[ADC]
[4] West Sussex County Council	[WSCC]

PLANNING OBLIGATION

**under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at 18 Durban Road Bognor Regis West Sussex**

___TO PAY INFRASTRUCTURE CONTRIBUTIONS OF £13,219.00___

SUBJECT TO FINAL DETERMINATION

**Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: BR/341/10**

1. **THIS DEED** is by undertaking and is dated 4 November 2011 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("The Act") and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. PARTIES

Owners	Peter Hudson
Mortgagee	N/A
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF
WSSC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX58998 of land on north side of Durban Road Bognor Regis West Sussex ("The Land") shown for identification only edged black on the attached plan
Applicant	The Applicant for Planning Permission under Application Ref:BR/341/10 for outline application for the demolition of derelict 2 storey office building and erection of 8 2 bed flats a 6 1 bed flats with ground floor parking, bin and cycle storage and children's play area and "Planning Applications" and "Development" shall be construed accordingly
ADC and WSSC	Planning Authorities under Town and Country Planning Act 1990 and (as relevant) as payees in relation to the statutory functions and purposes identified herein in clause 5.

4. BACKGROUND

- 4.1 The Applicant has made the Planning Application to ADC which ADC refused on 26 May 2011 and which is now subject to appeal under PINS ref APP/C3810/A/11/2158287/NWF.
- 4.2 The Owner and Applicant now submit this Deed to ADC and WSSC to address certain infrastructure requirements which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and the Applicant undertakes with WSSC to:-

- (i) make the payments specified below
- (ii) to the payee specified below
- (iii) for the purposes specified below
- (iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
WSSC	On or before commencement of any part of the Development for the purposes of the Planning Permission	£ 11,116	Education Services to serve the area of the area of the Development

		£1874	Library Service to serve the area of the Development
		£229	Fire and Rescue Service to serve the area of the Development

5.2 The Owner and the Applicant undertakes with ADC and WSCC not to start the Development until the payment is made.

5.3 For the avoidance of doubt the Owner and Applicant has entered into a Planning Obligation dated 30 March 2011 with the ADC to pay to ADC the sum of £18456 for Affordable Housing within the whole of the Arun District in relation to the Planning Application and related Development and both that Deed and this Deed should be read together

6.1 LEGAL AND MONITORING COSTS

The Owner and the Applicant undertakes with WSCC to :-

- [a] pay in addition to the above Contributions
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Upon completion of this Deed	Upto £200	ADC Legal Fees
WSCC	Upon completion of this Deed	Upto £250	WSCC legal fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	[£250 major application PLUS £50 per planning obligation in the deed viz 2 x 50 = 100 TOTAL £ 350]	ADC Monitoring of compliance with the Deed

Costs

6.2 The Owner and the Applicant undertakes with ADC and WSCC to pay the reasonable legal costs of ADC and WSCC in entering into this Deed.

Monitoring Costs of ADC

6.3 For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 whichever shall be the larger

6.4 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. ADDITIONAL CLAUSES

The Owner and the Applicant undertakes with ADC and WSCC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. This Deed will take effect on the grant of the Planning Permission.

7.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final.

7.1.3. On Commencement of the Development the Owner and the Applicant will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

8. Index Linking

General

8.1 The Owner and the Applicant undertake to ADC that any sums payable by the Owner or the Applicant under this agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

A is the sum actually payable on the Specified Date/ Payment Date

- B is the original sum mentioned in this agreement
 C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
 D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement
 $\frac{C}{D}$ is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

Specific

The Owner and the Applicant undertakes with ADC and WSCC that:-

9 . EDUCATION CONTRIBUTION

"The Education Contribution means the sum of eleven thousand one hundred and sixteen pounds (£11,116) BUT where the Education Contribution is paid after 31 March 2012 the sum shall be recalculated and increased in accordance with the following formula:

Number of pupil places (0.0520) x Cost Multiplier

And the Cost Multiplier shall be the DfCSF average build cost multiplier for primary/secondary /or further secondary schools where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Education Contribution".

2. INDEX LINKING CLAUSE (applicable to Libraries, TAD, F&RS and Waste)

10. Fire Service Contribution

10.1 The Fire and Rescue Service Contribution shall be the sum of £229 (two hundred and twenty nine) increased (or decreased) by an amount equal to the proportionate increase (or decrease) in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Fire and Rescue Service Contribution

10.2 If the Fire and Rescue Service Contribution is not paid to the County Council in accordance with paragraph 10.1 above to pay to the County Council in addition interest at the Interest Rate from the date Fire and Rescue Service Contribution became due under paragraph 10.1 above until the actual date of payment and any such interest shall be treated as part of the Fire and Rescue Service Contribution

11 Library Contribution

11.1 the Library Contribution shall be the sum of £1,874 (One Thousand and Eight Hundred and Seventy four) increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Library Contribution

11.2 If the Library Contribution is not paid to the County Council on or before the Payment Date to pay to the County Council in addition interest at the Interest Rate from the Payment Date until the actual date of payment and any such interest shall be treated as part of the Library Contribution

12 Interest of Payments

The Owner and the Applicant undertakes with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

13 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

14. GENERAL

14.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.

14.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.

14.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.

14.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

14.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.

14.6 This Deed is a Local Land Charge and shall be registered as such.

14.7 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

15. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Land when this Deed is signed then the Applicant will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.

- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

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

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

If ADC is Payee :	If WSCC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton	County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester

Please answer all the questions. It may

1. Payment to be made by Peter Hudson
2. Land at: Durban Road, Bognor Regis
3. Agreement dated:.....4 November 2011
4. Planning application reference number BR/341/10
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards	Infrastructure
[c]	Amount of contribution	£13,219
[d]	Date upon which contribution is due	Upon commencement of development
[e]	Amount of contribution enclosed	£13,219
[f]	Amount of monitoring sum	£350

H. M. LAND REGISTRY

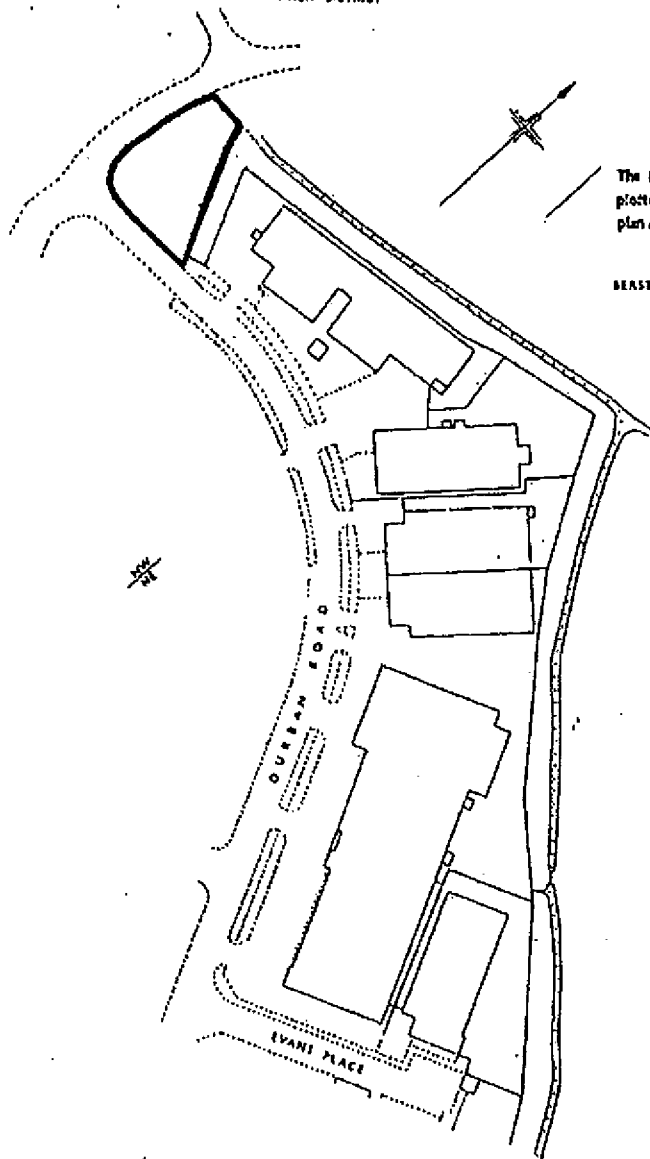
NATIONAL GRID PLAN

SU 9300 SECTION O

WEST SUSSEX

Scale 1/1250

ARUN DISTRICT



The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

BEASTED PARISH

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Title No. **WSX58998**

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