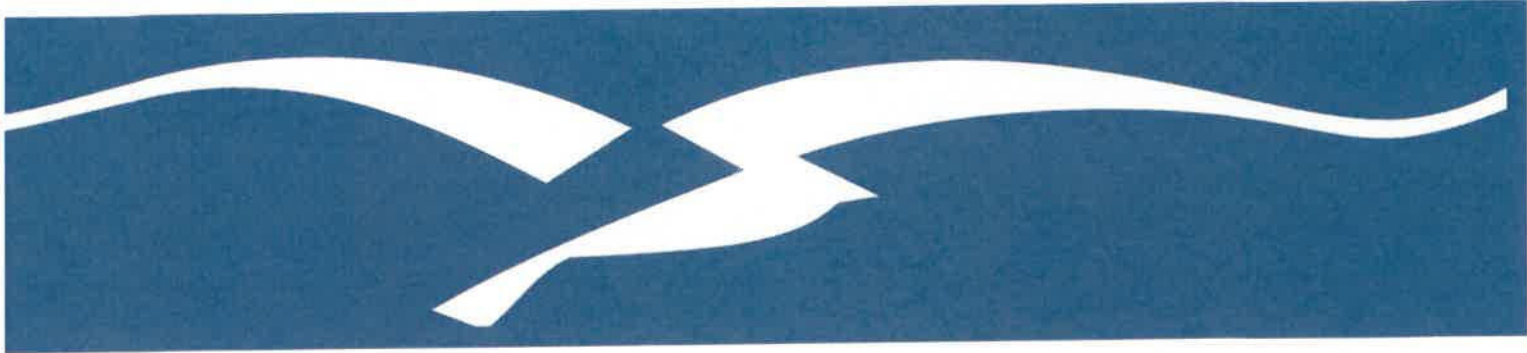




DATED 24 January 2026.

**Unilateral Undertaking Pursuant to Section 106 Town and
Country Planning Act 1990 and Other Powers**

Relating to

Land South East of St Marys C of E Primary School Crookthorn Lane Climping

(1) Alison Tait Baird

To

(2) Arun District Council

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

Given by:

- (1) **Alison Tait Baird** of Rigates, The Street, Climping, Littlehampton, West Sussex, BN17 5RG ('the **Owner**')

to

- (2) **Arun District Council** of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF ('the **Council**')

Background

- (1) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Development is situated;
- (2) The Owner is registered as the freehold owner of the Site at the Land Registry under Title Number WSX60950.

1 Definitions

1.1 For the purposes of this Deed the following expressions shall have the following meanings unless the context requires otherwise:

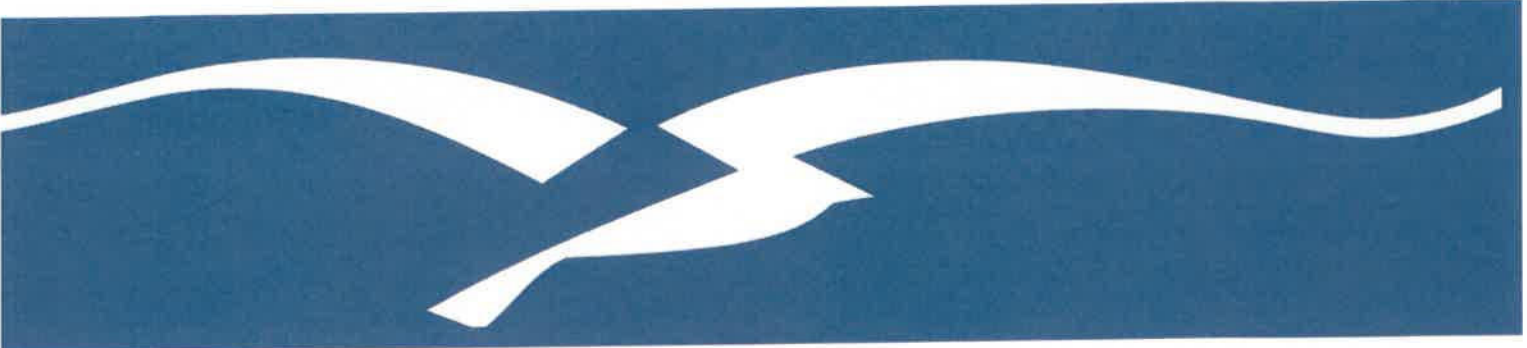
1990 Act means the Town and Country Planning Act 1990 (as amended).

Biodiversity Net Gain Monitoring Fee means the sum of £17,494 (seventeen thousand four hundred ninety four pounds) Index Linked to be paid by the Owner to the Council under clause 4 of this Deed to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with this Deed as required by condition 7 and approved by the Council.

Default Interest Rate: 4% per annum above the Base Rate applicable at the due date or the actual date on which the relevant obligation under this Deed is paid whichever is the higher

Development: the development of the Site authorised by the Planning Permission to relocate visitor facilities including car parking, toilets, café and ancillary development.

Habitat Creation and Enhancement Works means the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan).



Habitat Management and Monitoring Plan or **HMMP** means the document titled 'Habitat Management and Monitoring Plan' as required by condition 7 of the Planning Permission and approved by the Council.

Index Linked means indexation (which may increase or decrease) in accordance with clause 5 below.

Monitoring Period means the period within which the Owner is required to submit a Monitoring Report.

Monitoring Report means a written report to be provided by the Owner on the Monitoring Report Date, setting out:

- a. the results of a review of the operation and effectiveness of the Habitat Management and Monitoring Plan since the previous Habitat Management and Monitoring Plan (as the case may be); and
- b. any remedies or measures that are required to be implemented to meet the requirements of the Habitat Management and Monitoring Plan.

Monitoring Report Date means the first, second, third, fourth, fifth, tenth, fifteenth, twentieth, twenty-fifth and twenty-ninth anniversaries of the completion of the Habitat Creation and Enhancement Works, following their approval by the Council.

Plan 1 means the site location plan with drawing number 1642/DP101 appended to this Deed at Schedule 1.

Planning Permission: the planning permission granted in respect of a planning application submitted with reference CM/34/25/PL.

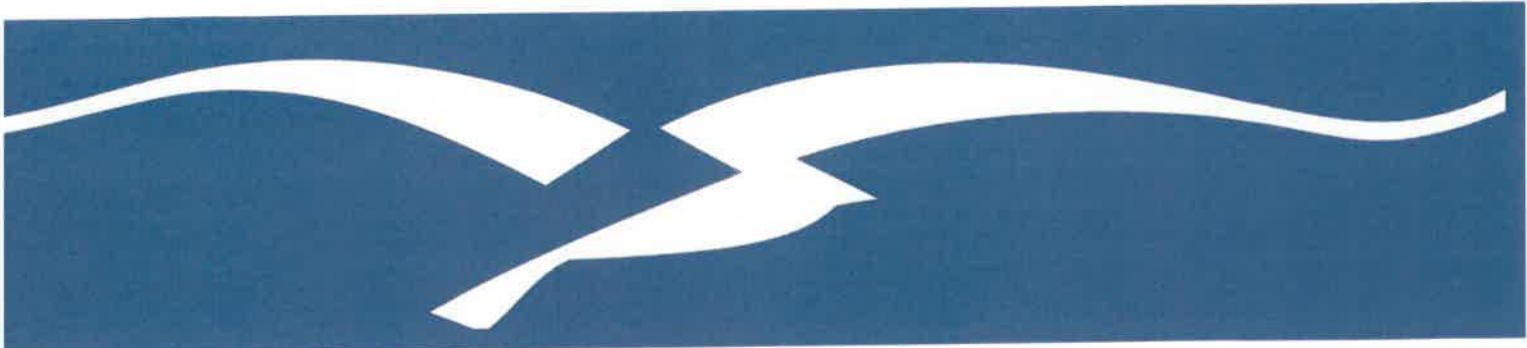
Site means the land edged red on Plan 1 and known as Angmering Forge, Brookpit Lane, Climping, Littlehampton BN17 5QU.

Specified Date means the date upon which the planning obligation arising under this Deed is to be carried out or is due to be performed.

Working Day means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

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

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).



1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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

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

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

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

1.9 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.

1.10 A reference to **writing** or **written** excludes faxes and e-mail.

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

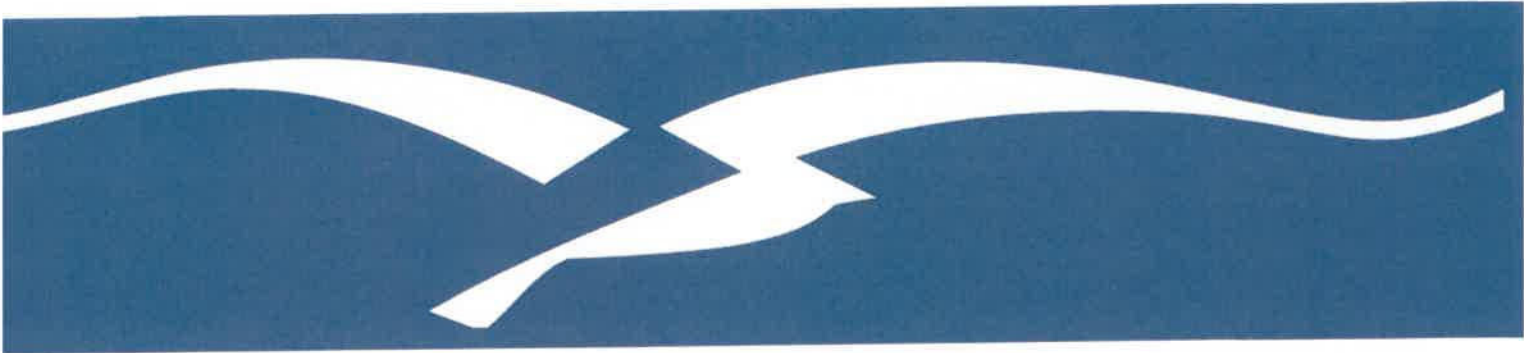
1.12 References to Clauses and Schedules are to the Clauses and Schedules of this Deed.

1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.14 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.

1.15 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.

1.16 This deed shall not be enforceable against statutory undertakers or tenants of individual commercial units.



2 Legal Basis

2.1 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 with intent that it creates planning obligations binding the Owner's interest in the Site.

2.2 No person shall be liable for any breach of any provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in relation to which the breach relates but without prejudice to its liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations which shall not constitute an interest for the purposes of this clause.

3 Conditionality

3.1 Subject to Clauses 3.2 and 3.3, this Deed is effective on the date hereof.

3.2 Clause 4 is effective from the date on which the Planning Permission is granted.

3.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is modified by any statutory procedure or expires before the Development is Commenced or is at any time revoked and this Deed shall forthwith determine and cease to have effect but the Council will not be required to repay any monies to the Owner (to the extent that any such sums have been paid by them) which have been received and expended (or committed to be expended).

4 The Owner's Covenants

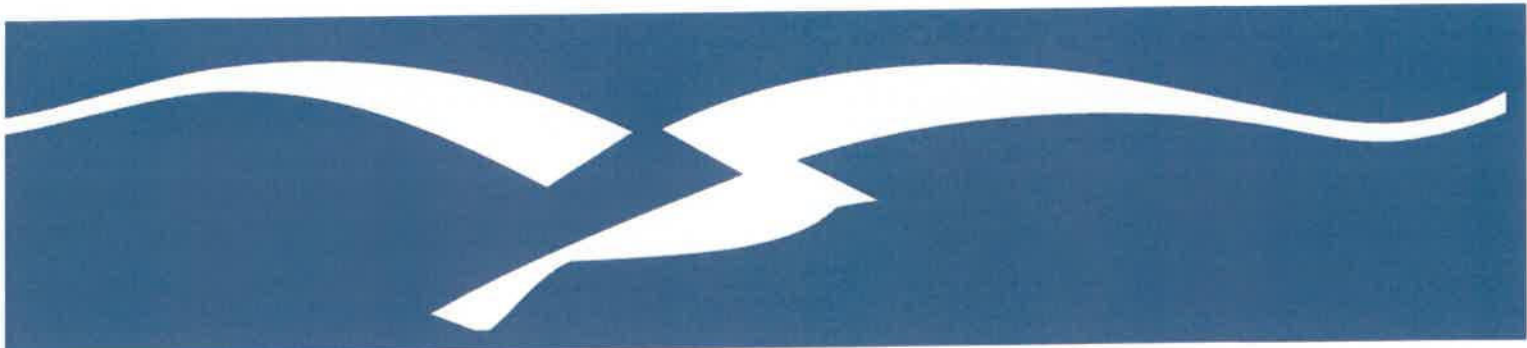
4.1 The Owner covenants with the Council to pay the Biodiversity Net Gain Monitoring Fee to the Council within 10 Working Days of the start of the Monitoring Period under the condition.

4.2 The Owner covenants with the Council to complete the Habitat Creation and Enhancement Works on the Site in accordance with the approved HMMP and any timetable for its provision set out therein.

4.3 The Owner covenants to submit a Monitoring Report within 14 (fourteen) Working Days of each Monitoring Report Date or in accordance with such other timescale and frequency as shall be agreed in writing with the Council.

5 Indexation

5.1 The Owner agrees with the Council that any sums payable by the Owner and referred to in this Deed shall be increased by the application of the following formula:


$$A = B \times (C \text{ divided by } D)$$

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Deed

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

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

C/D is equal to or greater than 1

and Indexation shall be construed accordingly.

6 Interest on late payment

6.1 If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

7 Ownership

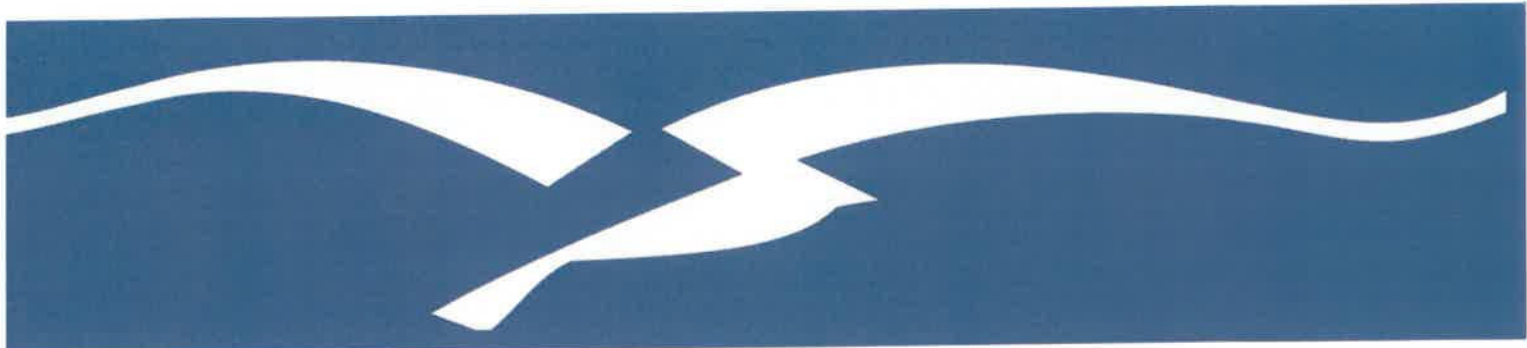
7.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

8 Miscellaneous

8.1 The Owner shall pay to the Council the Council's reasonable and proper legal costs incurred in the preparation, negotiation, preparation, execution, completion and registration (as a local land charge) of this Deed on or before the date of this Deed.

8.3 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.

8.4 This Deed shall be deemed a Local Land Charge and will be registered as such by the Council.



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

8.6 If any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable, such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.

9 Waiver

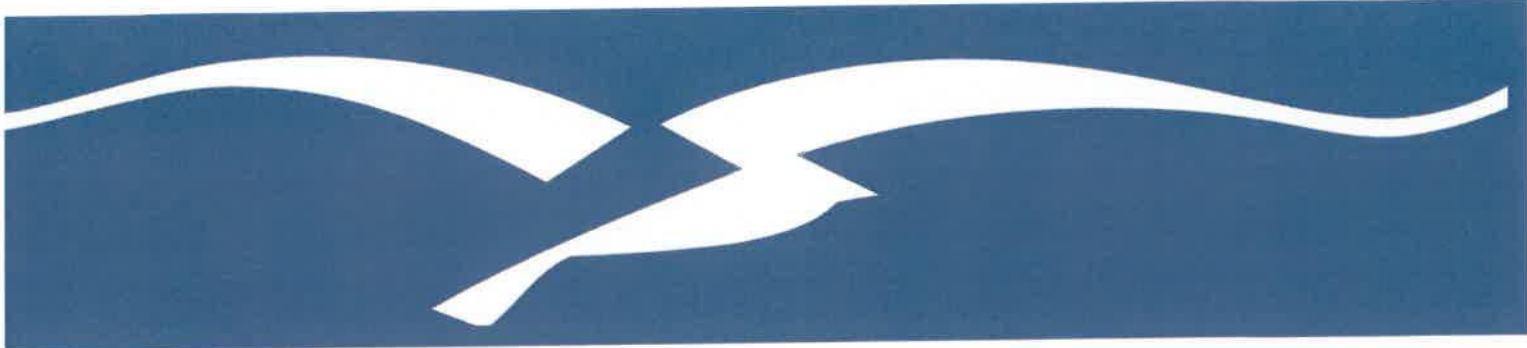
9.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions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

10 Agreements and declarations

10.1 The parties agree that:

(a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

(b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.



12 Value Added Tax

12.1 Each amount stated to be payable by the Owner under or pursuant to this Deed is exclusive of VAT (if any).

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

13 Governing law

13.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



Signed as a deed by **Alison Tait Baird**

x



In the presence of

{owner}

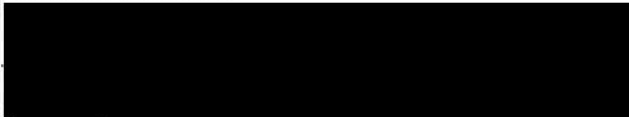
Signature of witness



Name of witness

Jenny Johnston

Address of witness



Occupation

Office Manager

SCHEDULE 1 – SITE LOCATION PLAN

{Insert Plan here with the area edged in red}



01243 850411 office@ss-p.co.uk www.ss-p.co.uk

