

Dated:

2010

1/16/10

Between:

- | | | |
|-----|----------------------------|-------------|
| [1] | Green Lodge Homes LLP | [The Owner] |
| [2] | Arun District Council | [ADG] |
| [3] | West Sussex County Council | [WSCC] |

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Jenkins Yard Glenbarrie Way Ferring West Sussex

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON

This Agreement is dated 11 October 2010 and is made between:

[1] Green Lodge Homes LLP (Company Registration Number OC350367) whose registered office is at Tudor Lodge, 78 Woodland Drive, Hove, East Sussex, BN3 6DJ ["the Owner"]

[2] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ["ADC"]

[3] West Sussex County Council of County Hall, Chichester, West Sussex, PO19 1RQ ["WSCC"]

1. Background

1.1 The Owner is the registered proprietor under title numbers WSX136866 and WSX181258 of the land at Jenkins Yard Glenbarrie Way Ferring West Sussex shown for identification purposes only edged red on the attached plan and hereinafter called "the Land"

1.2 ADC is the local planning authority and the local housing authority

1.3 WSCC is the local highway authority the local education authority and the authority responsible for the provision of fire and rescue infrastructure

1.4 The Applicant has by planning application number FG/23/10 applied to ADC for planning permission to develop the Land by erecting thereon 39 dwellings

1.5 ADC refused to grant planning permission for the Development (as hereinafter defined) by notice dated 25 May 2010

1.6 The Applicant has submitted the Appeal (as hereinafter defined) against the refusal of planning permission

1.7 The parties have agreed to enter into this Agreement to secure the planning obligations contained herein PROVIDING THAT:

(a) The planning permission is granted for the Development pursuant to the Appeal; and

2.

Interpretation

In this Agreement:

- (b) The Inspector determining the Appeal finds that the planning obligations contained in this Agreement are:
- (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development and
 - (iii) fairly and reasonably related in scale and in kind to the Development.

- 2.1 Words importing the masculine include the feminine and vice versa
- 2.2 Words importing the singular include the plural and vice versa
- 2.3 Words importing persons include companies and corporations and vice versa
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually
- 2.5 Any reference to a clause or schedule or plan is to one in or attached to this Agreement
- 2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement
- 2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it
- 2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and ADC the successors to their respective functions
- 2.9 "the Act" means the Town & Country Planning Act 1990
- 2.10 "Affordable Housing" means affordable housing as defined in Planning Policy Statement 3 Housing Annex B and as defined in policy DEV 17 and DEV 18 of the Arun District Council Local Plan 2003 and includes social rented and intermediate

housing provided to specified eligible households whose needs are not met by the market

2.11 "Affordable Housing Plan" means the plan showing the location of the Affordable Housing Units within the Development edged red attached to this Agreement

2.12 "Affordable Housing Units" means 40 per cent of the Residential Units within the Development which are to be identified for use for the purposes of Affordable Housing in accordance with the terms of this Agreement

2.13 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement

2.14 "the Appeal" means the Applicant's appeal to the Secretary of State for Communities and Local Government under reference number APP/C3810/A/10/2130521

2.15 "the Application" means the planning application number FG/23/10 made by the Owner and Servite Houses (known as Viridian) to develop the Land

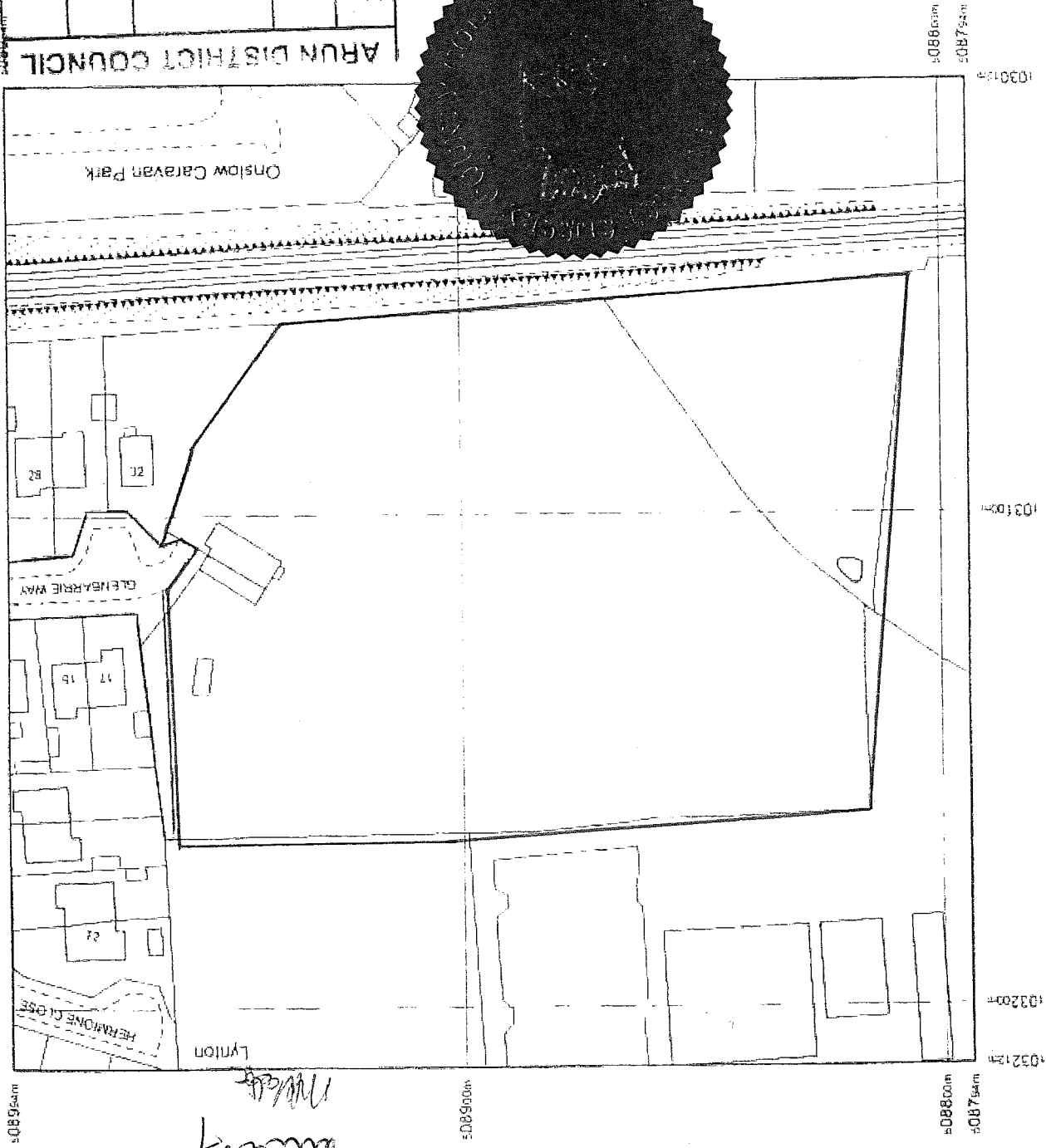
2.16 "Commencement of the Development" means the carrying out of a material operation as defined in section 56 (4) of the Act exclusively referable to and comprised in the Development but excluding any operation relating to works of investigations in respect of land contamination or remedial action in 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) preliminary landscaping before construction activity occurs on the Land and any works matters and operations to enable any of the foregoing to take place and "Commence Development" and cognate expressions shall be interpreted in accordance with this definition

2.17 "the Commencement Notice" means the notice referred to in clause 4.2 below and annexed to this Agreement at Schedule 1

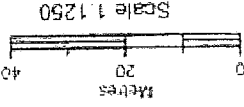
2.18 "the Development" means the development of the Land permitted by the Planning Permission or carried out substantially in accordance with the Planning Permission



Deborah Smith
OS Sitemap®



ARUN DISTRICT COUNCIL			
No.	16	22	10
RECEIVED			

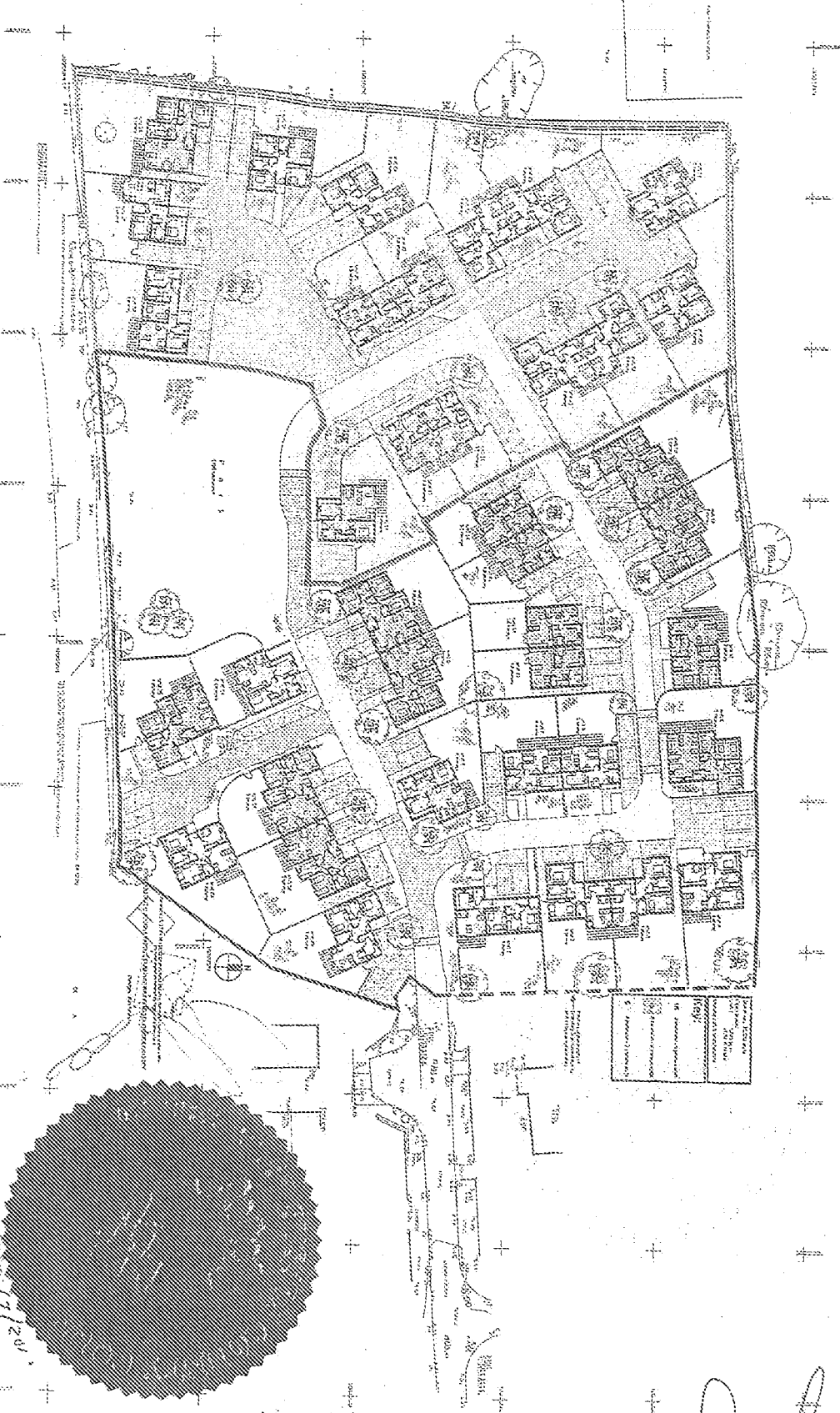


Supplied by **Centremaps@Aworth**
Serial number 0066500
Centre coordinates 508894 75 103112
Further information can be found on the
Ordnance Survey web site
www.ordnancesurvey.co.uk

Glenbarrie Way
Tennyng, BN12 6TY

Produced 06 02 2010 from the Ordnance Survey National
Geographic Database and incorporating surveyed revision
Available at this date © Crown Copyright 2010
Reproduction in whole or part is prohibited without the
prior permission of Ordnance Survey
Ordnance Survey the OS Symbol and OS Sitemap are
registered trademarks of Ordnance Survey the national
mapping agency of Great Britain
The representation of a road track or path is no
evidence of a right of way
The representation of features as lines is no evidence
of a property boundary
Part of all of this OS Sitemap is enlarged from mapping
ARUN DISTRICT COUNCIL 02/05/2010
1:2500 1:10000

AFFORDABLE HOUSING PLAN



9/20/20

9/20/20

County

[Handwritten signature]

- 2.19 "Education Contribution" means the education contribution arising from the Development
make good a deficiency in education provision arising from the Development
- 2.20 "Fire and Rescue Contribution" means the fire and rescue contribution arising from the
Clause 10 to make good a deficiency in fire and rescue infrastructure arising from the
Development
- 2.21 "First Occupation" means beneficial occupation for the purposes permitted by the
planning permission granted pursuant to the Application but not including occupation for
by personnel engaged in construction, fitting out or decoration or occupation for
marketing or display or occupation in relation to security operations and "Occupy"
"Occupied" and cognate expressions shall be interpreted in accordance with this
definition
- 2.22 "the First Occupation Notice" means notice of First Occupation of the first Residential
Unit to be Occupied referred to in clause 4.3 below
- 2.23 "the Final Occupation Notice" means notice of First Occupation of the last
Residential Unit to be Occupied referred to in clause 4.4 below
- 2.24 "the Local Equipped Play Area Contribution" means the contribution towards
provision of local equipped play areas referred to in Clause 8.1
- 2.25 "Market Housing Units" means Residential Units within the Development which are
not Affordable Housing Units
- 2.26 "Planning Permission" means the planning permission granted pursuant to the
Appeal
- 2.27 "Qualifying Occupiers" means persons who can satisfy the definition of those
qualifying for Affordable Housing at clause 2.10 above and including residents of the
Arun District who are unable to resolve their housing needs in the local private sector
market because of the relationship between housing costs and income
- 2.28 "Registered Provider of Social Housing" means a registered provider of social
housing within the meaning of and registered in accordance with the provisions of
Part 2 of the Housing and Regeneration Act 2008 and who has either been agreed
between the Owner and ADC for the purposes of this Agreement or alternatively who

is included on the List of Preferred Partners kept by ADC which appears at Schedule

3

2.29 "Residential Units" means individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate)

2.30 "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed

2.31 "Statutory Undertaker" means a statutory undertaker as defined in section 329 of the Highways Act 1980 and shall include persons authorised under any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertake and shall also include the Environment Agency the holder of a licence to operate telecommunication systems and the Civil Authority and the holder of a licence to supply cable television

2.32 "the Transport Regulation Order Contribution" means the contribution referred to in Clause 11.

3. Enabling Provisions

This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers

4. Commencement / Occupation

4.1 This Agreement shall come into effect upon the issue of the Planning Permission but the obligations in Clauses 5 – 13 shall become effective only on the Commencement of the Development

4.2 On Commencement of the Development the Owner will give to ADC and WSCC notice in writing of that Commencement in the form of the Commencement Notice annexed to this Agreement at Schedule 1 addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Local Development

4.3 On First Occupation of the first Residential Unit to be Occupied the Owner will give to ADC and WSCC the First Occupation Notice addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Local Development

4.4 On First Occupation of the last Residential Unit to be Occupied the Owner will give to ADC and WSCC the Final Occupation Notice addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Local Development

COVENANTS IN FAVOUR OF ADC

Affordable Housing

5. Obligation to Provide Affordable Housing

The Owner agrees with ADC that :-

5.1 the location of the Affordable Housing Units within the Development shall be as shown on the Affordable Housing Plan attached to this Agreement ;

5.2 the Owner will procure that the Affordable Housing Units are completed no later than the date on which the last of the Market Housing Units is completed;

5.3 unless otherwise agreed in writing with ADC, not to Occupy any of the Market Housing Units without first having procured the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 165 years) to a Registered Provider of Social Housing on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this clause 5;

5.4 with effect from the date on which they are completed the Affordable Housing Units shall not be Occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them

6. Mechanics and Terms of Transfer

6.1 The Owner shall make an offer to a Registered Provider of Social Housing for sale of the Affordable Housing Units ("the First Offer")

6.2 ADC and the Owner shall endeavour to agree the price of the First Offer ("the First Offer Price") AND in default of such agreement the First Offer Price shall be determined by an independent surveyor who is experienced in valuing residential property and whose costs shall be borne by ADC and the Owner in equal shares

AND in default of agreement on the appointment of an independent surveyor on the application of either party such appointment shall be made by the President for the time being of the Royal Institution of Chartered Surveyors (or successor organisation) and the independent surveyor's determination of the First Offer Price shall be binding on both parties

6.3 The First Offer shall remain open for acceptance for no less than 3 months from the date of the First Offer being made ("the First Offer Period")

6.4 In the event that the First Offer made in accordance with clause 6.1 is not accepted within the First Offer Period then the Owner shall make a second offer to another Registered Provider of Social Housing to enter into a contract for sale of the Affordable Housing Units not later than one month after the expiry of the First Offer Period ("the Second Offer") and such offer shall consist of the same as the First Offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months from the date of the Second Offer being made ("the Second Offer period")

6.5 In the event of the Second Offer not being accepted within the Second Offer Period then the Owner will pay to ADC a sum equivalent to the cost at that time of providing the Affordable Housing Units within the District of Arun

6.6 The Owner shall procure that the Registered Provider of Social Housing grants nomination rights to ADC in relation to the occupation of the Affordable Housing Units PROVIDED THAT if ADC do not accept such offer then the Registered Provider of Social Housing shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:

- 1 any family association in the said administrative area in accordance with relevant housing allocation policies;
- 2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;
- 3 any employment opportunity in the locality;
- 4 any other connection with the locality but so that for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time.

7. Further Provisions

7.1 It is agreed and declared that:

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

7.1.2 the Affordable Housing provisions of clauses 5 and 6 shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

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

7.1.2.2 it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100 percent; and

7.1.3 in the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by ADC (acting reasonably)

7.2 In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Units then any chargee or mortgagee ("the Chargee") shall be entitled to exercise its power of sale free from the restrictions set out in clauses 5.4 and 6 of this Agreement provided that the Chargee shall first have followed the procedure set out below:

7.2.1 The Chargee shall give written notice ("the Sale Notice") to ADC of its intention to exercise its power of sale

7.2.2 At the same time as giving the Sale Notice the Chargee shall make an offer ("the Offer") to sell the Affordable Housing Units to ADC for an amount to be agreed or determined in accordance with clause 7.2.5.2 ("the Purchase Price")

7.2.3 ADC may notify the Chargee in writing within one month of the date of the Offer whether or not it wishes to accept the Offer (in the case of an acceptance such acceptance to be conditional upon the Purchase Price

7.2.4 If ADC shall notify the Chargee within the time specified in sub-clause 7.2.3 that it does not wish to accept the Offer ADC shall then have one month from the date upon which it notifies in writing its refusal of the Offer within which to arrange for the transfer of the Affordable Housing Units in consideration of the Purchase Price to a Registered Provider of Social Housing

7.2.5 If either ADC shall notify the Chargee within the time specified within sub-clause 7.2.3, that it wishes to accept the Offer or if within the time specified in sub-clause 7.2.4, ADC gives written notice to the Chargee that arrangements can be made in accordance with sub-clause 7.2.4, then:

7.2.5.1 the Chargee shall co-operate with ADC to secure the transfer; and

7.2.5.2

ADC and the Chargee shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Units but subject to all or any tenancies of the Affordable Housing Units as may be subsisting at the date of the Sale Notice and disregarding the provisions of clause 5.4 of this Agreement AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an independent surveyor ("the Surveyor") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by ADC and the Chargee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties

7.2.6 Subject to the provisions of sub-clause 7.2.7 the transfer to ADC or to a Registered Provider of Social Housing shall be completed within two months of the date the Purchase Price is agreed (or such longer period as may be agreed between the Chargee and ADC) or determined in accordance with sub-clause 7.2.5.2 ("the Completion Period")

7.2.7 If the Chargee does not wish to exercise its power of sale at any time after giving the Sale Notice or ADC does not wish to continue with the exercise of its power under the provisions of clause 7.2 that partly shall give to the other not less than seven days' written notice of its intention to discontinue

7.2.8 If either:

7.2.8.1 ADC fails to give notification to the Chargee within the time specified in sub-clause 7.2.3; or

7.2.8.2 having given notification of refusal of the Offer in accordance with sub-clause 7.2.3 ADC fails to give notification to the Chargee within the time specified in sub-clause 7.2.4; or

7.2.8.3 ADC having complied with the time periods specified in sub-clause 7.2.3 and (in the case of a refusal of the Offer) sub-clause 7.2.4 the transfer to either ADC or to a Registered Provider of Social Housing shall not be completed within the Completion Period; or

7.2.8.4 ADC shall serve notice of its intention to discontinue under sub-clause 7.2.7.

then the Chargee shall be under no obligation to sell the Affordable Housing Units either to ADC or to a Registered Provider of Social Housing and shall be entitled to exercise its powers of sale without any of the provisions of clause 7.2 of this Agreement being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto

7.2.9 ADC shall in formulating or promoting any arrangements referred to in sub-clause 7.2.4 give consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage

Contributions

8. Local Equipped Play Areas

The Owner covenants with ADC: -

COVENANTS IN FAVOUR OF WSCC

9. Education Contribution

The Owner covenants with WSCC:-

- 8.1 on or prior to First Occupation of the Development to pay to ADC the Local Equipped Play Area Contribution of £29,000 (twenty nine thousand pounds) towards provision of off site local equipped play areas which may include but not exclusively and by way of example only Ferring Village Green or other public open spaces that may serve the Development
- 8.2 not to Occupy or cause or allow to be Occupied any Residential Unit before the Local Equipped Play Area Contribution shall have been paid
- 8.3 on or prior to First Occupation of the Development to install play area equipment to the value of £10,000 (ten thousand pounds) on the public open space within the Development, details of such equipment to be agreed with ADC prior to installation
- 9.1 on or prior to First Occupation of the Development to pay to WSCC the Education Contribution of £158,312.00 (One Hundred and Fifty Eight Thousand Three Hundred and Twelve Pounds) which shall comprise Primary Education Contribution of £67,991.00 (Sixty Seven Thousand Nine Hundred and Ninety One Pounds), Secondary Education Contribution of £73,179.00 (Seventy Three Thousand One Hundred and Seventy Nine Pounds) and Sixth Form Education Contribution of £17,142.00 (Seventeen Thousand One Hundred and Forty Two Pounds) PROVIDED THAT where the Education Contribution is paid after 31 March 2011 the sum shall be recalculated and increased in accordance with the following formula:

$$\begin{aligned} &\text{Number of pupil places for Primary schools (5.18) x Cost Multiplier +} \\ &\text{Number of pupil places for Secondary schools (3.70) x Cost Multiplier +} \\ &\text{Number of pupil places for Sixth Form (0.80) x Cost Multiplier} \end{aligned}$$

And the costs multiplier shall be the DfE average build cost multiplier for Primary, Secondary and Sixth Form 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

9.2 not to Occupy or cause or allow to be Occupied any Residential Unit before the Education Contribution shall have been paid

10. Fire and Rescue Contribution and Emergency Vehicle Access

The Owner covenants with WSCC:-

10.1 on or prior to First Occupation of the Development to pay to WSCC the Fire and Rescue Contribution of £688.00 (Six Hundred and Eighty Eight Pounds) PROVIDED THAT the Fire and Rescue 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 Fire and Rescue Contribution

10.2 not to Occupy or cause or allow to be Occupied any Residential Unit before the Fire and Rescue Contribution shall have been paid

10.3 Emergency Vehicle Access
that the Development will include suitable access approved by WSCC for fire brigade vehicles and equipment to the reasonable satisfaction of WSCC

10.4 Fire Hydrants
Prior to Commencement of the Development to submit to WSCC for WSCC's approval a proposal for the location and installation of two (2) fire hydrants in accordance with the West Sussex Fire Brigade Guidance Notes attached to this Agreement and prior to First Occupation of the Development they will at their own expense install the fire hydrants in the approved location(s) and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting

11. Traffic Regulation Order Contribution

The Owner covenants with WSCC:-

COVENANTS IN FAVOUR OF THE OWNER

11.1 on or prior to First Occupation of the last Residential Unit to be Occupied, or two years from First Occupation of the first Residential Unit to be Occupied, whichever is the soonest, to pay to WSCC the Traffic Regulation Order Contribution of £5,000.00 (Five Thousand Pounds) for the advertising, promotion and provision of a traffic regulation order to implement waiting restrictions in the vicinity of the junction at Glenbarrie Way and Langbury Lane should any problems of visibility arise at this location in connection with the Development ("the Traffic Regulation Order")

11.2 not to Occupy or cause or allow to be Occupied the last Residential Unit to be Occupied before the Traffic Regulation Order Contribution shall have been paid

12. ADC covenants with the Owner as follows:-

12.1 if after 15 years from the date of receipt by ADC of the Local Equipped Play Area Contribution any part of the said contribution remains unspent ADC shall forthwith return the part of the said contribution which remains unspent together with interest at the base rate of the Bank of England from time to time for the period from the date of payment to the date of refund to the party who paid the said contribution on receipt of a written request from that party

12.2 to provide to the party who paid the Local Equipped Play Area Contribution such evidence as that party shall reasonably require in order to confirm the expenditure of the said contribution

13. WSCC covenants with the Owner as follows:-

13.1 that upon receipt of the Education Contribution the Fire and Rescue Contribution and the Traffic Regulation Officer or parts thereof it will hold them in a separately identified interest bearing section of WSCC's combined accounts and apply the same together with any interest accruing thereon for the provision of additional fire and rescue infrastructure the infrastructure required to accommodate the extra demands for education services and the Traffic Regulation Officer (if necessary)

13.2 Subject to receipt of the Education Contribution and the Fire and Rescue Contribution or parts thereof that upon written request on or after ten years from the date of receipt of the said contributions or part thereof it will issue to the party that paid the said contributions an account certified by the Executive Director Finance

and Performance for the time being of WSCC detailing how the respective said contributions shall have been expended by WSCC

13.3 Subject to the receipt of the Education Contribution and the Fire and Rescue Contribution or parts thereof if or to the extent that the said contributions shall not have been spent by WSCC at the end of the period referred to in clause 13.2 above WSCC shall on such date refund to the party that paid the said contributions any unexpended sum together with compound interest on such unexpended sum from the date of receipt of the said contributions or part thereof by WSCC to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis

13.4 Subject to the receipt of the Education Contribution and the Fire and Rescue Contribution or parts thereof if at the end of the period referred to in clause 13.2 above WSCC shall have entered into a contract or other legally binding obligation to expend the said contributions or parts thereof for the purposes specified in paragraph 13.1 above then WSCC shall not be required to refund any part of the said contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the said contributions in the manner set out in paragraph 13.2 and refund any unexpended part of the said contributions in the manner set out in paragraph 13.3 above

13.5 If after a period of three years from the date of payment of the Traffic Regulation Order Contribution the Traffic Regulation Order has not been made and at that time WSCC do not require the Traffic Regulation Order to be made, the Traffic Regulation Order Contribution shall be returned to the party that paid the said contribution together with compound interest on such unexpended sum from the date of receipt of the Traffic Regulation Order Contribution or part thereof by WSCC to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis

14. Certificates

The Owner agrees with WSCC and ADC:

14.1 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 to ADC notice of the Specified Date not more than seven days after such Specified Date

14.2 if the Owner fails to give the notice required under this clause ADC shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination

15. Index Linking
The Owner agrees with ADC that any sums payable by the Owner to ADC 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
B is the original sum mentioned in this Agreement
C is the General Index of Retail Prices [all items] for the month before the Specified Date
D is the General Index of Retail Prices [all items] for the month before the date of this Agreement

C _____ is equal to or greater than 1

16. Interest
The Owner agrees with the ADC and WSCC to pay interest on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from the Specified Date until actual payment (the rate of interest shall be 4% above the Bank of England base rate from time to time)

17. Legal and Administrative Costs

The Owner agrees with ADC and WSCC:

17.1 to pay on the date of this Agreement to ADC and WSCC their respective legal costs incurred in preparing and entering into this Agreement

17.2 to pay on Commencement of the Development to ADC their general administrative costs in the sum of £250 incurred in monitoring compliance with this Agreement

17.3 to pay on Commencement of the Development to ADC their additional administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation amounting in total to £150.00 calculated as follows :-

Affordable Housing x £50
Local Equipped Play Area Contribution x £50
Play Equipment Installation x £50
GRAND TOTAL £150.00

The total sum due under clauses 17.2 and 17.3 is £250 + £150 = £400.00

17.4 For the avoidance of doubt and in addition to the above charges ADC shall be entitled to use a proportion of any monetary payment specified in this Agreement for related project costs including administration up to a maximum of 5% of the payment or £15,000 which ever shall be the larger

18. Payment Notice

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to ADC or WSCC (as required) and shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed

19. General

The parties agree that:

19.1 nothing in this Agreement constitutes an obligation to grant planning permission

19.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from WSCC or ADC in the exercise of any other statutory function

19.3 nothing in this Agreement fetters or restricts the exercise by WSCC and ADC of any of their powers

19.4 the obligations contained in clauses 5 to 11 inclusive are planning obligations for the purpose of Section 106 of the Act

- 19.5 this Agreement constitutes a deed
- 19.6 this Agreement is enforceable by ADC as to clauses 5, 6, 7 and 8 and by WSCC as to clauses 9, 10 and 11
- 19.7 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts [Rights of Third Parties] Act 1999
- 19.8 this Agreement shall apply to the Development as authorised by the Planning Permission issued pursuant to the Appeal or to the Development after variation or renewal of the Planning Permission from time to time
- 19.9 No person shall be liable for a breach of covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 19.10 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
- 19.11 Where the agreement approval consent or expression of satisfaction is required by any party under the terms of this Agreement such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 19.12 This Agreement is a Local Land Charge and shall be registered as such by ADC
- 19.13 If any provision in this Agreement shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law, such provisions shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement and in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted
- 19.14 It is acknowledged for the avoidance of doubt and without prejudice to the above that WSCC is authorised to apply the Education Contribution and the Fire and Rescue

Contribution to compensate it for all work done by WSGC's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement

19.15 This Agreement shall be governed by and construed in accordance with the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts

19.16 If the Planning Permission shall expire before Commencement of the Development or shall at any time be revoked or shall be suspended by another planning permission this Agreement shall determine and cease to have effect

19.17 The Obligations contained in this Agreement shall not be enforceable against a Statutory Undertaker after the transfer of any statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that Statutory Undertaker

SCHEDULE 2

Payment Notice

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

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	

SCHEDULE 3

ADC's Panel of Preferred Partners

PREFERRED PARTNERS - Associations within the Arun area

Affinity (formerly Downland Housing Group)
 51 Fishbourne Road
 (Paul Castle)
 (Sarah Sheppard)
 West Sussex
 PO19 3HZ
 Paul.castle@affinityhg.com
 Tel: 01243 533133
 Fax: 01243 780413

Guinness Trust SOUTH AREA OFFICE (Michael Gray)
 3rd Floor
 Beulah Court
 Albert Road
 Horley
 Surrey
 RH6 7HP
 Tel: 01293 874203
 Michael.Gray@Guinness.org.uk

Kelsey Housing Association Ltd (Tim Giddy)
 Kelsey House
 2 Perry Hall Road
 Orpington, Kent
 BR6 0JJ
 Tim.Giddy@khal.org.uk
 Tel: 01689 791254
 Mobile: 07725 823629
 Fax: 01689 898678

Raglan Housing Association Ltd (John Walker)
 Ground Floor
 Imperial Buildings
 68 Victoria Road
 Horley
 Surrey
 RH6 7PZ
 John.walker@raglan.org
 Tel: 01293 776394
 Fax: 01293 780415

Hyde Housing Association/CDHA
 113-119 Davigdor Road (Jackie Strube)
 Hove
 E. Sussex
 BN3 1RE
 Tel: 01273 234234
 Fax: 01273 234235

Servite Houses
 Toddington Lane
 Littlehampton
 West Sussex
 BN17 7PP
 benw@servitehouses.org.uk
 GarethD@servitehouses.org.uk
 Tel: 01903 717254

Southern Housing Group (Liz Hills)
 South West Region
 Fiveash House (Keith MacDonald)
 9 Denne Parade
 Horsham
 West Sussex
 RH12 1JD
 Tel: 01403 269131
 Fax: 01403 269729

Worthing Homes (Chris Pelling-Fulford)
 1 Chapel Road
 Worthing
 West Sussex
 Tel: 01903 703140
 cpellingfulford@worthing-homes.org.uk

Southern Horizon/Horizon Housing Group
2nd Floor
Eastbourne House (Alistair Queen)
22-24 Gildredge Road
Eastbourne
East Sussex
BN21 4SA
aqueen@southernhorizon.org.uk
Tel: 01323 412535
Fax: 01323 412560

Martlett Homes
Martlett House
Southern Gate
Chichester
West Sussex
PO19 8SG
Tel: 01243 788950
gfuller@martlett-homes.org.uk
(Gary Fuller)

WEST SUSSEX FIRE & RESCUE SERVICE

Guidance Note: The Provision of Fire Hydrants and an Adequate Water Supply for Fire Fighting

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority – incorporating Hardham Brighton and Worthing
South East Water
Sutton and East Surrey Water Company

2.0 Hydrants

Hydrants will be installed if required, in the following circumstances:

- i) when new water mains are laid
- ii) to cover new building development and
- iii) where fire risk is increased

2.1 Hydrants on New Mains

Water undertakers are required to notify the Fire Authority of proposals for new water mains. Details of such proposals are sent to Brigade Headquarters usually in plan form

2.2 New Hydrants on Existing Mains

Water undertakers are required to notify the Fire Authority of proposals for replacements if existing mains. The need may arise to provide additional hydrants where there has been new building development or where existing supplies have become inadequate

2.3 Location and spacing of Hydrants

Fire Hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible

Although no statutory distance is laid down for the spacing of hydrants, the distribution of hydrants relates to the location and degree of risk in accordance with the following guidelines:

I Residential (to include Sheltered Housing)

Approximately 360 metres apart

In effect, up to 350 metres apart and no more than 180 metres back to a hydrant in cul de sacs etc

Industrial, Industrial Estate and Associated Risks:
In effect up to 180 metres apart and no more than 100 metres back to a hydrant in cul de sacs but these distances may be reduced in areas subject to higher risk

Hospitals, Institutions, Hotels etc:
To conform to any relevant Code of Practice. In the absence of such guidance 180 metres and no further back to a hydrant than 100 metres from risk

Educational Establishments and Other County Council Premises excepting previously outlined:

To conform to any relevant Code of Practice. In the absence of such guidance 180 metres apart and no further back to a hydrant than 100 metres from risk
Town Centres, Shopping Buildings, Malls and Other Major Commercial Developments:

To conform to any Code of Practice. In the absence of such guidance, as for Industrial.

Rural Areas:

In rural areas, particular attention is paid to specific risks. Therefore, it is not appropriate to indicate a general spacing standard for rural areas

Trunk Road and Motorways:

Where distribution systems allow, at 1 km intervals. At service centres (Little Chef, Happy Eaters etc) hydrants should be installed at the access position to the acceleration and deceleration points where they are readily visible

Major Risks:

Such risks are considered individually to ensure that the overall position for fire fighting comprising, as

appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

3.0 Water Supply

3.1 Diameter of Water Mains

Hydrants are to be fitted to water mains of not less than 100 mm in diameter in residential areas and not less than 150mm diameter in industrial and commercial areas.

3.2 Water Pressure

Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will cause the water to reach the top of the top-most storey of every building in the undertakers area

IN WITNESS whereof this deed was duly executed the day and year first before written

SIGNED and DELIVERED as a deed by
GREEN LODGE HOMES LLP:

Director:

[Redacted Signature]

Director/Secretary:

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:

Seal Book No:

Authorised Signatory

[Redacted Signature]

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

Authorised Signatory

[Redacted Signature]



