

DATED THIS 12 DAY OF February, 2019

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) LARA MARY MACKENDRICK
- (4) NICHOLAS JOHN ADAMES AND
HELENA MARY ADAMES AND JUDITH
ERICA MARY DE LA FUENTE
- (5) WORTHING HOMES LIMITED

Agreement pursuant to Section 106 of the Town
and Country Planning Act 1990 relating to land to
the north west side of North Road, off Stanhorn
Grove Felpham
Planning ref: FP/171/18/PL

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 LITTLEHAMPTON
CMS 6994 / KK

Date: 2019
PARTIES:

1. **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
3. **LARA MARY MACKENDRICK** of Rookery Cottage, Hoe Lane, Flansham, Bognor Regis, West Sussex, PO22 8NT ("the First Seller");
4. **NICHOLAS JOHN ADAMES** and **HELENA MARY ADAMES** of Chessels Farm, Hoe Lane, Flansham, Bognor Regis, West Sussex, PO22 8JB; and **JUDITH ERICA MARY DE LA FUENTE** of Flansham House, Flansham, Bognor Regis, West Sussex, PO22 8NT ("the Second Seller");
5. **WORTHING HOMES LIMITED** incorporated and registered in England and Wales with company number 03517244 whose registered office is at Davison House, North Street, Worthing, BN11 1ER ("the Applicant").

WHEREAS

1. The Council is the Local Planning Authority, the Local Housing Authority and the Local Authority responsible for Leisure and Open Spaces for the area in which the Land is situated
2. The County Council is the Education Authority, the Library Authority, and the Highway Authority for the area in which the Land is situated
3. The Owners are registered as freehold owner of that part of the Land at HM Land Registry comprised in the title numbers WSX313130 and WSX251056
4. The Applicant has made the Application and is proposing to carry out the Development
5. The Owners and the Applicant entered into a contract for sale dated 9th

November 2018 in respect to the sale of the Land to the Applicant ("Contract for Sale") and shall enter into the Transfer Deed in accordance with the terms of the Contract for Sale.

6. The Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development

NOW THIS DEED WITNESSES as follows:

- | | |
|--------------------------------------|--|
| 1. | Interpretation |
| 1.1 | In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings: |
| "Act" | means the Town and Country Planning Act 1990 as amended |
| "Affordable Housing" | means any form of housing identified within legislation national planning policy framework or a ministerial statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) |
| Affordable Housing Standard | means the Homes England building standard applicable at the date of the Commencement of Development or equivalent or replacement successor Standard adopted by the successor body to Homes England |
| "Affordable Dwelling Unit" | means all of the residential dwelling units which are on the Land which are to be provided as Affordable Housing in accordance with the Planning Permission, for the avoidance of doubt, this may be used in the singular or the plural |
| "Affordable Housing Provider" | means either one or a combination of: <ul style="list-style-type: none">• a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is either on the Council list of Approved Affordable Providers (annexed as Appendix 2); or• any other provider of Affordable Housing who is approved by the Council in writing; or• such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing |
| "Application" | means an application in respect of the Land for the Development |

and given Council reference FP/171/18/PL

BCIS Index	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify
"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)
"Commencement of Development"	means the carrying out of the first material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of 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
"the Development"	means the development of the Land with the erection of 18 Affordable Dwelling Units, the creation of new access, landscaping and associated works.
"Dwelling Unit"	means a unit of residential dwelling permitted by the Planning Permission and "Dwelling Units" shall be construed accordingly
"Fire and Rescue Contribution"	means the sum £582.00 and paid to the County Council in accordance with paragraph 5 of the Second Schedule to contribute to the supply and installation of additional fire safety equipment to vulnerable person's homes in West Sussex Fire and Rescue Services Southern Area serving Felpham
"First Occupation"	means beneficial occupation for any use for which the Development was designed other than occupation for the purposes of construction, fitting out or marketing
"RPI Index"	means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department
"Index Linked"	means indexation (which may increase or decrease) calculated by multiplying the relevant sum by $\frac{\text{Final Index Figure}}{\text{Base Index Figure}}$

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"	means the rate 4% above the base rate from time to time of Lloyds Bank applicable at the date the relevant contribution under this Agreement is paid
"Land"	means land known as land to the north west side of North Road off Stanhorn Grove Felpham and being registered at the Land Registry under the title numbers WSX251056 and WSX313130 as shown edged red on the Plan attached
"Libraries Contribution"	means the sum £6113.00 and paid to the County Council in accordance with paragraph 4 of the Second Schedule to contribute to additional stock at Bognor Regis Library
"Local Play Facilities Contribution"	means the sum £28,800.00 and paid to the Council in accordance with paragraph 2 of the First Schedule to be used for local play facilities at Stanhorn Grove Play Area
"NPPF"	means the National Planning Policy Framework in force at the time that this Deed is completed or at the time any appeal is determined
"Owner" and "Owners"	means the First Seller and the Second Seller
"Planning Permission"	Means a planning permission for the Development granted pursuant to the Application
Practical Completion Date	The date the practical completion certificate is issued in respect to the Affordable Dwelling Units
"Primary Education Contribution"	means the sum £62,871.00 and paid to the County Council in accordance with paragraph 1 of the Second Schedule to contribute to additional equipment at Downview Primary School
Receiver	any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or <u>any administrator (howsoever appointed)</u> including a housing administrator
"Secondary Education"	means the sum £67,662.00 and paid to the County Council in accordance with paragraph 2 of the Second Schedule to

Contribution"	contribute to additional equipment at Felpham Community College
Section 73 Consent	means consent under section 73 of the Town and Country Planning Act 1990
Shared Ownership	means a tenure type of Affordable Housing formalised by the grant of a Shared Ownership Lease
"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes England from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes England
"Sixth Form Education Contribution"	means the sum £15,851.00 and paid to the County Council in accordance with paragraph 3 of the Second Schedule to contribute to additional equipment at Felpham Community College Sixth Form
Transfer Deed	Means a form of transfer deed to be entered into between (1) the Owners (2) the Applicant in respect to the sale of the Land to the Applicant.
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

2. INTERPRETATION

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

functions.

- 2.7 Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.9 A reference to **"writing"** and **"written"** does not include fax or email.
- 2.10 References to clauses and Schedules are to the clauses and schedules of this deed
- 2.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done
- 2.12 Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually

3.

LEGAL BASIS

- 3.1 This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owners.

4

CONDITIONALITY

- 4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission

4.1.2 the Commencement of the Development,

save for the provisions of Clauses 4, 8.1, 8.2, 11,16 and 17 which shall come into effect immediately upon completion of this Deed.

4.2 In the event that the Planning Application or any condition attached to the Planning Permission is subject to an appeal then each planning obligation in this Deed is also conditional upon:

4.2.1 The Secretary of State or the planning inspector 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 other respects with Regulation 122 of 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 Deed 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 Deed 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.

4.3 In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owners shall be released any of the obligations in this Deed that

relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.

5

THE OWNERS' AND APPLICANT'S COVENANTS

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

5.2 The Owners and Applicant covenants with the Council so as to bind the Land to perform the obligations as set out in Second Schedule.

5.3 The Owners and Applicant covenants with the County Council so as to bind the Land to perform the obligations as set out in Third Schedule.

6

THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners, the Applicant and the County Council as set out in the Fifth Schedule.

7

THE COUNTY COUNCIL'S COVENANTS

7.1 The County Council covenants with the Owners, the Applicant and the Council as set out in the Fourth Schedule.

8

MISCELLANEOUS

8.1 The Applicant shall pay to the Council on completion of this Deed the reasonable and proper legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £700

8.2 The Applicant shall pay to the County Council on completion of this Deed the reasonable and proper legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1500

8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.4 This Deed shall be registrable as a local land charge by the Council.

- 8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 8.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owners' and/or Applicant's request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.8 This Deed 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 Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

9

EXCLUSIONS OF LIABILITY

- 9.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 9.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed which relate to a part of the Land in which it does not have an interest.
- 9.3 Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:
- 9.3.1 Any individual freehold or leasehold owners or occupiers of individual dwellings constructed on the Land pursuant to the Planning Permission (or their respective mortgagees)
- 9.3.2 Any Receiver of any tenant or person to whom an Affordable Housing Provider grants a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
- 9.6 The obligations in this Deed shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development or against Network Rail in the event that part of the Land is transferred to Network Rail pursuant to the provisions of this Deed
- 9.7 The obligations in this Deed shall not bind or be enforceable against any **Receiver** of an Affordable Housing Provider or any successor in title to such Receiver.
- 9.8 Any legal charge entered into in respect of the Land or any part of the Land after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the Receiver under such a legal charge shall have no liability under this Deed unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the Receiver shall not be liable for any breach of this Deed that occurs prior to the Receiver taking possession of the land

10

WAIVER

No waiver (whether expressed or implied) by the Council or

Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11

CHANGE IN OWNERSHIP

The Owners and Applicant agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owners shall not be required to give notice to the Council of any change of ownership affecting a Affordable Dwelling Unit

12

FUTURE SECTION 73 CONSENTS

- 12.1 Subject to clauses 12.2 to 12.5 below, if any Section 73 Consent is granted after the date of this Deed:
- 12.1.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and
- 12.1.2 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;
- 12.2 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;
- 12.3 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;
- 12.4 the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and

- 12.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.

13

INDEX LINKED

- 13.1 Unless there is an express provision to the contrary the Owners agree with the Council that any sum payable by the Owners and Applicants and referred to in Schedule 1 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 RPI Index for the month two months before the Specified Date
- D is the RPI Index for the month two months before the date that Planning Permission is granted
- C/D is equal to or greater than 1
- 13.2 Unless there is an express provision to the contrary the Owners and Applicant agree with the County Council that any sum payable by the Owners and Applicant and referred to in Schedule 2 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 quarter preceding the Specified Date
- D is the BCIS Index for the quarter preceding the date that Planning Permission is granted
- C/D is equal to or greater than 1
- 13.3 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 Deed) or in the event the index

is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners and Applicant in writing.

14

INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

15

VAT

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

16

NOTICES

16.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

16.1.1 delivered by hand; or

16.1.2 sent by pre paid first class post or other next working day delivery service.

16.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

16.2.1 to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;

16.2.2 to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number;

16.2.3 (1) to the Owners at: Lara Mary MacKendrick of Rookery Cottage, Hoe Lane, Flansham, Bognor Regis, West Sussex, PO22 8NT

Nicholas John Adames and Helena Mary Adames of Chessels Farm, Hoe Lane, Flansham, Bognor Regis, West Sussex, PO22 8JB

Judith Erica Mary De La Fuente of Flansham House, Flansham, Bognor Regis, West Sussex, PO22 8NT

16.2.4 to the Applicant at: Worthing Homes Limited incorporated and registered in England and Wales with company number 03517244 whose registered office is at Davison House, North Street, Worthing, BN11 1ER

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

16.3 Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:

16.3.1 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;

16.3.2 if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.

16.4 A notice or other communication given under this deed shall not be validly given if sent by email.

16.5 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.

17

JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non exclusive jurisdiction of the courts of England.

18

DELIVERY

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

EXECUTED BY AFFIXING with the COMMON
SEAL

of ARUN DISTRICT COUNCIL

in the presence of:

SALLY SUGDEN
CONTRACTS LAWYER

Seal Book No: 26/2019

AUTHORISED SIGNATORY

PRINT NAME

JOB TITLE

SEALED with the COMMON SEAL

of WEST SUSSEX COUNTY COUNCIL

in the presence of:

Seal Book

Authorised Signatory

Signed as a Deed by

LARA MARY MACKENDRICK

OWNER SIGNATURE

In the presence of:-

WITNESS FULL NAME:

PAMELA DOROTHY TINGLEY

WITNESS FULL ADDRESS:

LITTLE ROOKERY, HOE LANE,
BOGNOR REGIS, PO22 8NN

WITNESS OCCUPATION:

RETIRED

WITNESS SIGNATURE

Signed as a Deed by

NICHOLAS JOHN ADAMES

In the presence of:-

WITNESS FULL NAME:

PAMELA DOROTHY TINGLEY

WITNESS FULL ADDRESS:

LITTLE ROOKERY, HOE LANE,
BOGNOR REGIS, PO22 8NN

WITNESS OCCUPATION:

RETIRED

OWNER SIGNATURE

WITNESS SIGNATURE

Signed as a Deed by

HELENA MARY ADAMES

In the presence of:-

WITNESS FULL NAME:

PAMELA DOROTHY TINGLEY

WITNESS FULL ADDRESS:

LITTLE ROOKERY, HOE LANE,
BOGNOR REGIS, PO22 8NN

WITNESS OCCUPATION:

RETIRED

OWNER SIGNATURE

WITNESS SIGNATURE

Signed as a Deed by

OWNER SIGNATURE

JUDITH ERICA MARY DE LA
FUENTE

In the presence of:-

WITNESS FULL NAME:

PAHELA DOROTHY TINGEY

WITNESS FULL ADDRESS:

LITTLE ROOKERY, HOE LANE,
BOGNOR REGIS, PO22 8NN

WITNESS OCCUPATION:

RETIRED

WITNESS SIGNATURE

Executed as a deed by
WORTHING HOMES LIMITED
acting by [two authorised
signatories]

Authorised Signatory

Seal no 1522

FIRST SCHEDULE

The Owners and Applicant Covenants with the Council

The Owners and Applicant covenant with the Council as follows:

1 AFFORDABLE HOUSING

- 1.1 Subject to the provisions of this paragraph 1 the Affordable Dwelling Units shall only be disposed of by an Owner or Applicant to an Affordable Housing Provider save by way of mortgage or charge.
- 1.2 Subject to the following provisions of this paragraph 1 the Owners and Applicant shall not cause or permit the First Occupation of the Affordable Dwelling Units at the Development prior to entering into a contract or contracts for the transfer of the Affordable Housing in the Development to an Affordable Housing Provider or Providers
- 1.3 To carry out the Development in order to provide the Affordable

Dwelling Units on the Land in accordance with the Planning Permission and the Affordable Housing Standards

- 1.4 Subject to paragraphs 1.7 and 1.8 to use the Affordable Dwelling Units as Affordable Housing
- 1.5 From the Practical Completion Date, the Applicant and Owners shall use reasonable endeavours to dispose of the Affordable Dwelling Units on a Shared Ownership by granting Shared Ownership Leases
- 1.6 When disposing of the Affordable Dwelling Units in accordance with paragraph 1.5 of this Schedule, the Applicant and Owners shall take into account as far as possible the following criteria:
 - 1.6.1 any family association in the District of Arun in accordance with any relevant housing allocation policy;
 - 1.6.2 Any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;
 - 1.6.3 Any employment opportunity in the District of Arun;
 - 1.6.4 Any other connection with the District of Arunbut for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the Applicant and Affordable Housing Provider.
- 1.7 In the event that after three (3) months from the Practical Completion Date, the Owners and Applicant are unable to enter into a contract for sale in respect to the disposal of the Affordable Dwelling Units (for the avoidance of doubt this also refers to singular Affordable Dwelling Units) the Applicant and Owners shall widen the criteria in paragraph 1.6 to include the County of West Sussex
- 1.8
 - 1.8.1 If after six (6) months from the Practical Completion Date, the Applicant and Owners are unable to enter into a contract for sale in respect to the disposal of the Affordable Dwelling Units (for the avoidance of doubt this also refers to singular Affordable Dwelling Units) in accordance with paragraph 1.6 and 1.7 of this Schedule, the Applicant and Owners shall be permitted to dispose of:
 - 1.8.2 up to a maximum of (six) Affordable Dwelling Units as intermediate rent;
 - 1.8.3 If after a further three (3) months, the Applicant and Owners are unable to enter into a contract for sale in respect to the disposal of the Affordable Dwelling Units (for the avoidance of doubt this also refers to singular Affordable Dwelling Units) in accordance with paragraph 1.6 and 1.7 and 1.8.2 of this Schedule, the Applicant and Owners shall

pay to the Council a sum of £80,000 in respect to each Affordable Dwelling Unit up to a maximum of £480,000 in respect to a maximum of 6 (six) Affordable Dwelling Units (6 x £80,000);

1.8.4 once the Council has received the sum in respect of 1.8.3 the Applicant and Owners may sell the Affordable Dwelling Units on the open market free of the affordable housing obligations in this Agreement as the Applicant shall be released from the provisions of paragraph 1 insofar as it relates to Affordable Housing.

1.9 the Applicant and Owners covenant with the Council:

1.9.1 to take reasonable and prudent steps within its power to avert the repossession of the Affordable Dwelling Units by any Receiver of the Affordable Housing Provider or the exercise by any Receiver in the event of a default under the security or likely default to cooperate fully with the Council to assist in arranging the transfer of the Affordable Dwellings with sitting tenants to another Affordable Housing Provider or, at the Council's option, to the Council;

1.9.2 in the event of the Owners and Applicant becoming aware that the Affordable Housing Provider has received notification from any Receiver of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable; and

1.9.3 in the event of the Owners and Applicant becoming aware of any notice, order or direction having been served, made of given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Dwelling Units, to notify the Council of this as soon as reasonably practicable.

1.10 the Applicant and Owners and the Council hereby agree that

1.10.1 in the event of a default under any security referred to in paragraph 1.9 or in other circumstances warranting the intervention of Homes England (whether under the Housing Act 1996 or otherwise) nothing in this paragraph 1 the transfer of the freehold of the Affordable Dwellings or any part of them to another Affordable Housing Provider will not be prevented;

1.10.2 subject to and without prejudice to the powers and requirements of Homes England under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 1.9 the disposal of any interest in the Affordable Dwellings Units by the Receiver in the exercise of its power of sale will not be prevented.

2 LOCAL PLAY FACILITIES CONTRIBUTION

2.1 Prior to the Commencement of the Development, the Applicant and Owners shall pay to the Council fifty (50) per cent of the Local Play Facilities Contribution.

2.2. Prior to the First Occupation of the Affordable Dwelling Units, the Applicant and Owners shall pay to the Council the remaining fifty (50) per cent of the Local Play Facilities Contribution.

2.3 For the avoidance of doubt the Applicant and Owners shall not cause or allow First Occupation of an Affordable Dwelling Unit to take place before the Local Play Facilities Contribution has been paid to the Council in accordance with this paragraph 2

SECOND SCHEDULE

The Applicant and Owners Covenants with the County Council

1 PRIMARY EDUCATION CONTRIBUTION

1.1 Prior to the Commencement of the Development the Owner and the Applicant shall pay to the County Council fifty (50) per cent of the Primary Education Contribution.

1.2 Prior to the First Occupation of any Dwelling Unit, the Owner and the Applicant shall pay to the County Council the remaining fifty (50) per cent of the Primary Education Contribution.

1.3 For the avoidance of doubt the Owner and Applicant shall not cause or allow the Commencement of Development to take place before 50% of the Primary Education Contribution has been paid to the County Council in accordance with paragraph 1.1 above.

- 1.4 For the avoidance of doubt the Owner and Applicant shall not cause or allow First Occupation of any Dwelling Unit to take place before the remaining 50% of the Primary Education Contribution has been paid to the County Council in accordance with paragraph 1.2 above.

2 SECONDARY EDUCATION CONTRIBUTION

- 2.1 Prior to the Commencement of the Development the Owner and Applicant shall pay to the County Council fifty (50) per cent of the Secondary Education Contribution.
- 2.2 Prior to the First Occupation of any Dwelling Unit, the Owner and Applicant shall pay to the County Council the remaining fifty (50) per cent of the Secondary Education Contribution.
- 2.3 For the avoidance of doubt the Owner and Applicant shall not cause or allow the Commencement of Development to take place before 50% of the Secondary Education Contribution has been paid to the County Council in accordance with paragraph 2.1 above.
- 2.4 For the avoidance of doubt the Owner and Applicant shall not cause or allow First Occupation of any Dwelling Unit to take place before the remaining 50% of the Secondary Education Contribution has been paid to the County Council in accordance with paragraph 2.2 above

3 6th FORM EDUCATION CONTRIBUTION

- 3.1 Prior to the Commencement of the Development the Owner and the Applicant shall pay to the County Council fifty (50) per cent of the 6th Form Education Contribution.
- 3.2 Prior to the First Occupation of any Dwelling Units, the Owner and Applicant shall pay to the County Council the remaining fifty (50) per cent of the 6th Form Education Contribution.
- 3.3 For the avoidance of doubt the Owner and Applicant shall not cause or allow the Commencement of Development to take place before 50% of the 6th Form Education Contribution has been paid to the County Council in accordance with paragraph 3.1 above.
- 3.4 For the avoidance of doubt the Owner and the Applicant shall not cause or allow First Occupation of any Dwelling Unit to take place before the remaining 50% of the 6th Form Education Contribution has been paid to the County Council in accordance with this paragraph 3.2 above.

4 LIBRARY CONTRIBUTION

- 4.1 Prior to the Commencement of the Development the Owner and the Applicant shall pay to the County Council fifty (50) per cent of the Library Contribution.
- 4.2 Prior to the First Occupation of any Dwelling Unit, the Owner and Applicant shall pay to the County Council the remaining fifty (50) per cent of the Library Contribution.
For the avoidance of doubt the Owner and Applicant shall not cause or allow the Commencement of Development to take place before 50% of the Library Contribution has been paid to the County Council in accordance with paragraph 4.1 above.
- 4.3 For the avoidance of doubt the Owner and Applicant shall not cause or allow First Occupation of any Dwelling Unit to take place before the remaining 50% of the Library Contribution has been paid to the County Council in accordance with paragraph 4.2 above.

5 FIRE AND RESCUE CONTRIBUTION

- 5.1 Prior to the Commencement of the Development the Owner and the Applicant shall pay to the County Council Fire and Rescue Contribution.
- 5.2 For the avoidance of doubt the Owner and Applicant shall not cause or allow the Commencement of Development to take place before the Library Contribution has been paid to the County Council in accordance with paragraph 5.1 above

THIRD SCHEDULE

County Council Covenants

The County Council covenants with the Owner and the Applicant as follows:

- 1 Primary Education Contribution
- 1.1 Upon receipt of the Primary Education Contribution under paragraph 1 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 1.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Primary Education

Contribution to issue to the party that paid the Primary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.

- 1.3 If or to the extent that any of the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the Primary Education Contribution any unexpended part of any of Primary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution 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.
- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Education Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Primary Education Contribution required for those purposes 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 Primary Education Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 1.3 of this Schedule

2 SECONDARY EDUCATION CONTRIBUTION

- 2.1 Upon receipt of each instalment of the Secondary Education Contribution under paragraph 2 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 2.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Secondary Education Contribution to issue to the party that paid the Secondary Education Contribution an account certified by the Director of

Finance, Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.

- 2.3 If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the Secondary Education Contribution any unexpended part of any of Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution 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.
- 2.4 If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes 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 Secondary Education Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 2.3 of this Schedule.

3 6th Form Education Contribution

- 3.1 Upon receipt of the 6th Form Education Contribution under paragraph 3 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 3.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the 6th Form Education Contribution to issue to the party that paid the 6th Form Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the 6th Form Education Contribution has

been expended by the County Council.

3.3 If or to the extent that any of the 6th Form Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the 6th Form Education Contribution any unexpended part of any of 6th Form Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution 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.

3.4 If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the 6th Form Education Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the 6th Form Education Contribution required for those purposes 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 6th Form Education Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Further Education Contribution in the manner set out in paragraph 3.3 of this Schedule.

4 LIBRARY CONTRIBUTION

4.1 Upon receipt of the Library Contribution under paragraph 4 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.

4.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.

4.3 If or to the extent that any of the Library Contribution shall not have been spent by the County Council by the end of the period

referred to in paragraph 4.2 above the County Council shall on such date refund to the party that paid the Library Contribution any unexpended part of any of Library Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution 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.

4.4 If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Library Contribution required for those purposes 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 Library Contribution in the manner set out in paragraph 4.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 4.3 of this Schedule.

5 FIRE AND RESCUE CONTRIBUTION

5.1 Upon receipt of the Fire and Rescue Contribution under paragraph 5 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.

5.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Fire and Rescue Contribution to issue to the party that paid the Fire and Rescue Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Contribution has been expended by the County Council.

5.3 If or to the extent that any of the Fire and Rescue Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Contribution any unexpended part of any of Fire and Rescue

part(s) from the date of receipt by the County Council of the contribution 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.

- 5.4 If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Fire and Rescue Contribution required for those purposes 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 Fire and Rescue Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 5.3 of this Schedule.

FOURTH SCHEDULE

Council Covenants

The Council covenants with the Owners and Applicant as follows:

- 1 Local Play Facilities Contribution
 - 1.1 Upon receipt of the Local Play Facilities Contribution under paragraph 2 of Schedule 1 it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Land.
 - 1.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Local Play Facilities Contribution to issue to the party that paid the Local Play Facilities Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the Council detailing how the Local Play Facilities Contribution has been expended by the Council.
 - 1.3 If or to the extent that any of the Local Play Facilities Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the Local Play Facilities Contribution

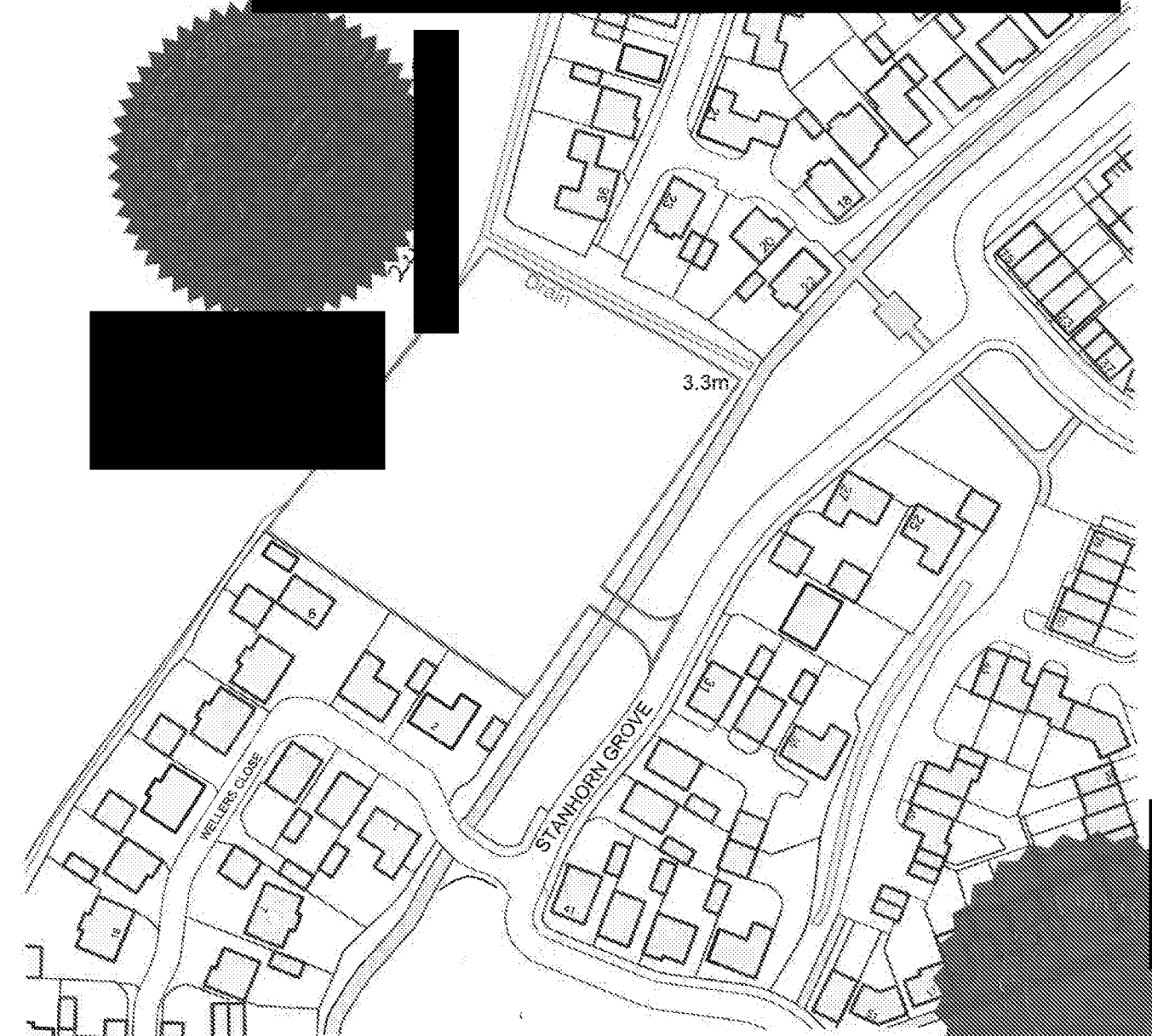
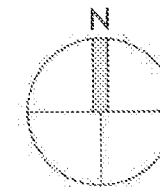
any unexpended part of any of Local Play Facilities Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Local Play Facilities Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the Local Play Facilities Contribution required for those purposes 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 Local Play Facilities Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 1.3 of this Schedule.

APPENDIX 1 LOCATION PLAN

This drawing may be scaled with reference to the scale bar for planning application purposes only. Do not scale for any other purpose, use only annotated dimensions. All dimensions are to be checked by parties using the drawing, and any errors or omissions are to be reported to James Potter Associates Ltd.

Rev.	Date	Note	Author	Checker
-	dd/mm/yy	Note	XXX	XXX



Ordnance Survey Crown Copyright 2018. All rights reserved. Licence number 100022432

26/2019

1:1250 0 10 20 30 40 50 100m



Project NEW DWELLINGS LAND OFF STANHORN GROVE FELPHAM BOGNOR REGIS		Drawing SITE LOCATION PLAN	
Client WORTHING HOMES		Job/Dwg Number 17094-PL-2-01	
Stage PLANNING		 JAMES POTTER ASSOCIATES www.jp.a.design JPA - POISSACLOUX Suite 1, Winter Woods, Gorse of 119 Winter Road Southport, Pothentia, PO4 8DS T: +44(0)2093 871 183	
Scale 1:1250	Sheet Size A4		
Author RR	Checked JP	Date 10/05/18	Rev. -

© James Potter Associates Ltd.

APPENDIX2
ARUN PREFERRED REGISTERED PARTNERS

Provider	Contact and email	Address	Tel. No
Affinity Sutton	Steven Connolly [REDACTED]	Cams Hall Cams Hill Fareham Hampshire PO16 8AB	[REDACTED]
The Guinness Partnership	Claudette Rawlinson [REDACTED]	33 East Street Havant Hampshire PO9 1AA	
The Hyde Group	John Martin [REDACTED]	Telecom House 125 - 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes	Damian Haley [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	
Stonewater	Jackie Burton [REDACTED]	Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	
Saxon Weald	Stephen Humphreys [REDACTED]om	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	
Hastoe Housing Association	Karen Hillhouse [REDACTED]	Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames Surrey KT1 4BH	