DATED THIS 13 DAY OF July 2023

(1) ARUN DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

(3) PETER HAGUE, SUSANNE HAGUE, DUNCAN HAGUE AND CARLEY KUSTOSZ

(4) KEITH WILLIAM LANGMEAD

(5) SUSAN MARY ABBOT AND CLAIRE HUMPHRIES

(6) WATES DEVELOPMENTS LIMITED

Agreement pursuant to Section 106 of

the Town and Country Planning Act 1990

relating to land at Ford Airfield, Ford

Planning ref: F/4/20/OUT

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

DX57406 LITTLEHAMPTON

Date: 13 July 2023

PARTIES:

1. **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton BN17 5LF ("**the District Council**")

2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, PO19 1RQ ("**the County Council**")

3. **PETER HAGUE, SUSANNE HAGUE, DUNCAN HAGUE and CARLEY KUSTOSZ** as Trustees of the Hunterford No. 2 Trust C/O Madam Green Barn, Madam Green Farm, High Street, Oving, Chichester, PO20 2DD ("**the First Owner**")

4. **KEITH WILLIAM LANGMEAD** of Manor Farm, Poling, Arundel, West Sussex BN18 9PT ("**the Second Owner**")

5. **SUSAN MARY ABBOT** of 4 West Avenue, Middleton-On-Sea, Bognor Regis PO22 6EF and **CLAIRE HUMPHRIES** of 4 Rectory Close, Ashington, Pulborough, RH20 3LP("**the Third Owner**")

6. **WATES DEVELOPMENTS LIMITED** (company number 441484) whose registered office is at Wates House, Station Approach, Leatherhead, Surrey, KT22 7SW ("**the Developer**")

WHEREAS

1. The District Council is the Local Planning Authority, for the purposes of the Act for the area in which the Land is situated and the authority responsible for the provision of housing, leisure and recreation services and is agent for the CCG and Sussex Police.

2. The County Council is a planning authority for the area in which the Land is situated and the authority responsible for the provision of education, library services, fire and rescue services and is the Local Highway Authority for the area in which the Land is situated.

3. The District Council shall be responsible for enforcing this Agreement for all purposes.

4. The County Council shall be responsible for enforcing this Agreement so far as education, library services, fire and rescue and highways matters are concerned.

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5. The First Owner is the registered proprietor of the land at Ford Airfield Industrial Estate, Ford registered at HM Land Registry under title number WSX105804, and part of title number WSX274536.

6. The Second Owner is the registered proprietor of land at Wicks Farm, Yapton, Arundel registered at HM Land Registry under title number WSX253742, part of which is held on trust and is referred to in this Agreement as the Langmead Trust Land.

7. The Third Owner is the registered proprietor of land lying to the east of Yapton Road and to the north of Horsemere Green Lane, Climping, Littlehampton registered at HM Land Registry under title numbers WSX313751, WSX325470 and WSX281294 which is held on trust for various different trusts.

8. The Owners and the Developer have entered into a promotion agreement dated 28 July 2022 relating to land at Ford and Yapton, West Sussex and made between Peter Hague, Susanne Hague, Duncan Hague and Carley Kustosz (1); Susan Mary Abbot and Claire Humphries (2); John Keith Langmead (3); Keith William Langmead (4); Susan Mary Abbot (5); and Wates Developments Limited (6) for promotion of the Land for development.

9. Redrow Homes Southern Counties Limited and the Developer have made the Application.

10. The District 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 WITNESSETH as follows:

1. **INTERPRETATION:**

In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the relevant schedule of this Agreement:

1.1	**"Act"**	means the Town and Country Planning Act 1990 as amended
1.2	**"Agreed" or "Approved"**	means agreed or approved in writing and given for the purpose of this Agreement

1.3	**"Application"**	means the outline application in respect of the Land for the Development and given District Council reference F/4/20/OUT
1.4	**"Approved Community Body"**	means the Ford Community Land Trust being a not-for-profit, community-based organisation or such other community organisation or body approved by the District Council
1.5	**"BCIS Index"**	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or any successor organisation
1.6	**"CIL Regulations"**	means the Community Infrastructure Levy Regulations 2010 (as amended)
1.7	**"Commencement"**	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose operations consisting of site levelling stripping or clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, ecology investigation or monitoring and any ecological protection relocation or work to create or improve ecological habitats, remedial works in respect of any contamination or other adverse ground conditions, the diversion and laying of Services, the erection of any temporary means of enclosure or the formation of temporary construction accesses or the temporary display of site notices and advertisements and "**Commence**" shall be construed accordingly
1.8	**"CPI Index"**	means the Consumer Price Index published from time to time by the Office of National Statistics or any successor ministry or department of government

1.9	**"Development"**	means development of up to 1,500 dwellings (Use Class C3), 60-bed care home (Use Class C2), up to 9,000 sqm of employment floorspace (Use Classes B1), local centre of up to 2,350 sqm including up to 900 sqm retail / commercial (Use Classes A1-A5) and 1,450 sqm community / leisure floorspace (Use Classes D1-D2), land for a two-form entry primary school (Use Class D1), public open space, allotments, new sports pitches and associated facilities, drainage, parking and associated access, infrastructure, landscape, ancillary and site preparation works, including demolition of existing buildings and part removal of existing runway hardstanding pursuant to the Planning Permission
1.10	**"Dwelling"**	means a residential dwelling unit to be constructed on the Land pursuant to the Planning Permission
1.11	**"Historic Planning Agreements"**	means those agreements and deeds set out in Appendix 1
1.12	**"Index"**	means the following indicies: (a) in relation to any index linked sum which is payable by the Owners to the County Council: BCIS Index (b) in relation to the District Council: RPI Index
1.13	**"Index Linked"**	means indexation (which may increase or decrease) calculated as payments are made (which for the avoidance of doubt means on each instalment payment where this is applicable) and in accordance with Clause 15
1.14	**"Interest Rate"**	means the rate of 4% (four per cent) above the base rate from time to time of the Bank of England applicable at the Specified Date or the actual date on which the relevant obligation under this Agreement is paid whichever is the higher
1.15	**"Land"**	means the land at Ford Airfield, Ford shown for the purposes of identification outlined in red on Plan 1 attached hereto as Appendix 2

1.16	**"Langmead Trust Land"**	means all of the land registered at HM Land Registry under title number WSX253742 and which forms part of the Land and which is held on trust by the Second Owner under a deed of trust dated 18 January 2018 save for the area shown in green on the plan attached at Appendix 3 which for the avoidance of doubt is not held on trust
1.17	**"Market Dwelling"**	means all those residential dwellings to be constructed on the Land pursuant to the Planning Permission which are not Affordable Housing
1.18	**"Monitoring Fee (District Council)"**	means the sum of £13,500 (thirteen thousand five hundred pounds) towards the District Council's costs of monitoring and administration of this Agreement payable in accordance with Regulation 122(2A) of the CIL Regulations in respect of the cost of monitoring (including reporting under the CIL Regulations) in relation to the delivery of the planning obligations in this Agreement
1.19	**"Monitoring Fee (County Council)"**	means the sum of £12,000 (twelve thousand pounds) towards the County Council's costs of monitoring and administration of this Agreement payable in accordance with Regulation 122(2A) of the CIL Regulations in respect of the cost of monitoring (including reporting under the CIL Regulations) in relation to the delivery of the planning obligations in this Agreement
1.20	**"NPPF"**	means the National Planning Policy Framework in force at the time that this Agreement is completed
1.21	**"Occupation"**	means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and **"First Occupation"** and **"Occupiers"** and **"Occupy"** and **"Occupied"** shall be construed accordingly

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1.22	**"On Site Facilities"**	means the Play Areas, Sports Pitches and Open Space or any one of these and "**On Site Facility**" shall be construed accordingly
1.23	**"Operative Date"**	means the date the Development is Commenced
1.24	**"Owners"**	means together the First Owner, the Second Owner, and the Third Owner and includes their respective successors in title
1.25	**"Payment Notice"**	means a notice in the form annexed to this Agreement as Appendix 4
1.26	**"Phase"**	means a phase of the Development detailed in the Phasing Strategy and the term "**Phases**" is to be construed accordingly to mean one or more phases as the context may require
1.27	**"Phasing Strategy"**	means the strategy containing details of the proposed phases of the Development which is approved pursuant to the Planning Permission requiring approval of a phasing strategy
1.28	**"Plan 1"**	means the s106 plan showing the land against which this Agreement is enforceable annexed hereto as Appendix 2 and marked "S106 Plan"
1.29	**"Planning Obligations"**	means the obligations, conditions and stipulations set out in Clause 5.3 and Schedules 1 - 11 and "**Planning Obligation**" shall be construed accordingly
1.30	**"Planning Permission"**	means a planning permission for the Development granted pursuant to the Application

1.31	**"Reasonable Endeavours"**	means that the party under an obligation will not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto has diligently pursued methods commercially and reasonably prudent and likely to achieve compliance with such obligation or the desired result to the standard of that required of the relevant party over a reasonable period of time (which may either be specified in the relevant obligation or in the absence of this such period of time as is reasonable in the circumstances) PROVIDED THAT subject to compliance with any specific agreed steps or time periods set out in or agreed pursuant to the obligation in question this shall not unreasonably require any party to sacrifice its own commercial interests, nor shall it require any party to continue with such endeavours to comply if the party and the beneficiary of the obligation to which reasonable endeavours is to be applied agrees that it is reasonable to conclude that all further efforts would be futile and in the event that the parties cannot so agree either party may refer the matter for consideration by an Expert pursuant to the procedure set out in Clause 21 of this Agreement
1.32	**"Red Land"**	means property forming part of the Land which is shown edged and hatched in red on the plan annexed to this Agreement as Appendix 5 and marked "Ford Airfield Plan 1"
1.33	**"Reserved Matters Application(s)"**	means the application/s for Reserved Matters Approval made to the District Council in respect of each of the Reserved Matters Areas of the Development
1.34	**"Reserved Matters Approval(s)"**	means a reserved matters approval granted pursuant to a Reserved Matters Application(s) pursuant to the Planning Permission
1.35	**"Reserved Matters Area(s)"**	means any area shown on a Reserved Matters Application(s) pursuant to the Planning Permission
1.36	**"RICS"**	means the Royal Institution of Chartered Surveyors

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1.37	**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
1.38	**"Secretary of State"**	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
1.39	**"Signed For First Class "**	means post that when received must be signed for by the recipient
1.40	**"Statutory Undertaker"**	means any gas transporter water or sewerage undertaker electricity supplier or telecommunications data or other supply or service operator who is providing services or executing work pursuant to statutory powers or obligations
1.41	**"Section 73 Consent"**	means any approval or consent given by the District Council under Section 73 of the Act to vary a condition of the Planning Permission or any subsequent Section 73 Consent
1.42	**"Specified Date"**	means the date upon which a Planning Obligation arising under this Agreement is to be carried out or is due to be performed or (in respect of calculation of indexation only) the date on which the Planning Obligation is performed if earlier
1.43	**"Working Day"**	means a weekday (Saturdays, Sundays and public holidays days excepted) and "**Working Days**" shall be construed accordingly

2. INTERPRETATION

2.1 Clause headings shall not affect the interpretation of this Agreement

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

2.3 A reference to a "company" shall include any company, corporation or other body corporate, where and however incorporated or established.

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

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

2.6 A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the District 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 Agreement.

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

2.12 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. LEGAL BASIS

3.1 This Agreement is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not.

3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations under Section 106 of the Act and are enforceable by the District Council and the County Council as local planning authorities as appropriate against the Owners in accordance with Section 106 of the Act.

4. CONDITIONALITY

4.1 This Agreement is conditional upon:

4.1.1 the grant of Planning Permission

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4.1.2 the Commencement of the Development

save that the provisions of clauses 1, 2, 3, 4, 11, 12,14, 19, 21, 22, 23 and 24 which shall come into effect immediately upon completion of this Agreement.

4.2 In the event that the Application or Planning Permission (or any planning condition subject to which the Planning Permission is granted) (excluding for the avoidance of doubt any Section 73 Consent) is subject to an appeal then each Planning Obligation in this Agreement is also conditional upon:

4.2.1 The Secretary of State or the planning 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 respects with the CIL Regulations.

4.3 In the event that any payments become due pursuant to the CIL Regulations under the Planning Act 2008 in relation to the Development or any new levies that may replace or be in addition to this there shall be no duplication between these payments and payments made pursuant to the provisions of this Agreement.

5. THE OWNERS' AND DEVELOPER'S COVENANTS

5.1 The Owners covenant with the District Council so as to bind the Land to perform the obligations as set out in the First Schedule, the Second Schedule, the Third Schedule relating to the District Council Obligations only, the Fourth Schedule, the Fifth Schedule and the Seventh Schedule.

5.2 The Owners covenant with the County Council so as to bind the Land to perform the obligations as set out in the Third Schedule relating to the County Council obligations only, the Sixth Schedule, the Eighth Schedule and the Ninth Schedule.

5.3 The Owners covenant with the County Council so as to bind the Red Land not without the approval of the County Council:

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5.3.1 to carry out any building or operational development in on or over the Red Land

5.3.2 to use the Red Land for any purpose other than as a landscaped area; and

5.3.3 to remove any trees shrubs or plants from the landscaped area on the Red Land save where required to replace any which have died or have become seriously damaged or diseased.

5.4 The Developer hereby confirms that this Agreement has been entered into by the Owners with their consent and that the Land shall be bound by the obligations contained in this Agreement PROVIDED THAT the Developer shall have no liability under this Agreement (except as expressly set out in this Agreement) unless the Developer becomes a successor in title to the Owner's interest in which case the Developer too will be bound by the obligations in this Agreement as a person deriving title from the Owners and its interest in the Land shall take effect subject to this Agreement.

6. THE DISTRICT COUNCIL'S COVENANTS

6.1 The District Council covenants with the Owners as set out in the First Schedule and Tenth Schedule.

7. THE COUNTY COUNCIL'S COVENANTS

7.1 The County Council covenants with the Owners as set out in the Eleventh Schedule.

8. CERTIFICATES

8.1 The Owners agree with the District Council and the County Council:

8.1.1 Not more than 7 (seven) days after the Development is Commenced the Owner shall serve on the District Council and the County Council a commencement notice in the form set out in Appendix 6 hereto.

8.1.2 Where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owners shall give the District Council or the County Council notice of the Specified Date not more than 7 (seven) days after such Specified Date; and

8.1.3 If the Owners fail to give the notice required under this Clause the District Council or the County Council shall acting reasonably be entitled in their absolute

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discretion to determine the Specified Date and shall give notice to the Owners of that determination.

9. **MISCELLANEOUS**

9.1 Nothing in this Agreement constitutes an obligation to grant planning permission.

9.2 The Developer shall on completion of this Agreement pay to the District Council the reasonable legal costs of the District Council incurred in the negotiation, preparation and execution of this Agreement.

9.3 The Developer shall on completion of this Agreement pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement.

9.4 It is not intended that anything in this Agreement will create any rights in favour of or be enforceable by any person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

9.5 This Agreement shall be registered by the District Council as a local land charge.

9.6 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the District Council or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by Royal Mail signed for first class post to the principal address or registered office (as appropriate) of the relevant party.

9.7 Following the performance and satisfaction of all the obligations contained in this Agreement the District Council shall at the Owners' written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

9.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

9.9 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

9.10 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.

9.11 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the District 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

9.12 The County Council and the District Council covenant with the Owners that from the date of Commencement of Development:

9.12.1 the Historic Planning Agreements shall not be enforced against the Land or any owner, occupier or tenant of any part of the Land and it is confirmed that there are no outstanding liabilities under the Historic Planning Agreements in respect of the Land as at the date of this Agreement; and

9.12.2 no person shall be liable for any planning obligations contained in the Historic Planning Agreements in so far as they relate to the Land

and for the avoidance of doubt:

9.12.3 the provisions contained within this clause shall not constitute confirmation that any or all of the obligations in the Historic Planning Agreements apply to the Land, and

9.12.4 nothing in this clause shall mean that the County Council or District Council are prevented from enforcing the provisions of any Historic Planning Agreements which apply to other land outside of the Land

10. PAYMENT NOTICE

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

11. EXCLUSION OF LIABILITY

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

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11.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.

11.3 This Agreement shall not be enforceable against any owner, occupier or tenant of any individual Market Dwelling constructed pursuant to the Planning Permission, or their mortgagees or chargees, nor against those deriving title from them.

11.4 This Agreement shall not be enforceable against any owner, occupier or tenant of any individual Affordable Housing Dwelling or First Home constructed pursuant to the Planning Permission, or their mortgagees or chargees, nor against those deriving title from them save that the Affordable Housing and First Home obligations in the First Schedule shall remain binding unless and until they cease to have effect pursuant to the relevant provisions in Part 1 and Part 2 of the First Schedule.

11.5 This Agreement shall not be enforceable against any owner, occupier or tenant of any Local Centre Commercial Unit constructed pursuant to the Planning Permission, or their mortgagees or chargees, nor against those deriving title from them.

11.6 This Agreement shall not be enforceable against any owner, occupier or tenant of any commercial unit located within the Employment Zone constructed pursuant to the Planning Permission, or their mortgagees or chargees, nor against those deriving title from them save for the obligations contained in the paragraphs 1.1(b), (d)-(h) and (k) of the Ninth Schedule which shall be enforceable against any owner, occupier or tenant of any commercial unit located within the Employment Zone.

11.7 This Agreement shall not be enforceable against an Approved Community Body who acquires the Community Facility and/or any Open Space and/or Play Facility or their mortgagees or chargees, nor against those deriving title from them save that any ongoing management and maintenance obligations for the Community Facility and/or any Open Space and/or Play Facility shall remain binding against that Approved Community Body.

11.8 This Agreement shall not be binding or enforceable against an Affordable Housing Provider or Approved Community Body who is providing the required 30% (thirty percent) of Dwellings as Affordable Housing Dwellings save that the Affordable Housing obligations in the First Schedule shall remain binding against that Affordable Housing Provider or Approved Community Body and PROVIDED ALWAYS THAT this release of liability shall only apply to the 30% (thirty percent) requirement for Affordable Housing Dwellings as set out in this Agreement and where an Affordable Housing Provider or Approved Community Body is providing more than the 30% (thirty percent) requirement for Affordable Housing Dwellings

this release of liability will not apply in respect of those additional Affordable Housing Dwellings (and nothing in this Agreement shall prevent the provision of Affordable Housing in excess of the 30% (thirty per cent) requirement at the Owners' discretion).

11.9 The Planning Obligations in this Agreement shall not bind or be enforceable against any Statutory Undertaker who has or takes in future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.

11.10 Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Agreement that occurs prior to the mortgagee taking possession of the land.

12. WAIVER

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

13. CHANGE IN OWNERSHIP

13.1 The Owners agree with the District Council and the County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the Planning Obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owners shall not be required to give notice to the District Council and County Council of any change of ownership affecting a Dwelling or an individual Local Centre Commercial Unit or individual units in the Employment Zone or a disposal to a Statutory Undertaker.

14. FUTURE SECTION 73 CONSENTS

14.1 Subject to clauses 14.2 to 14.5 below, if any Section 73 Consent is granted by the District Council after the date of this Agreement:

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14.1.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

14.1.2 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;

14.2 nothing in this clause shall fetter the discretion of the District 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;

14.3 to the extent that any of the Planning Obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;

14.4 the provisions of this clause 14 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Agreement;

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

15. **INDEX LINKED**

15.1 Unless there is an express provision to the contrary the Owners agree with the District Council that any sum payable by the Owners to the District Council that is expressed to be Index Linked shall be increased or decreased by the application of the following formula:

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

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Agreement

C is the relevant Index for the quarter before the date that is the Specified Date

D is the relevant Index for the quarter before the date that the Planning Permission is granted

15.2 Unless there is an express provision to the contrary the Owners agree with the County Council:

15.2.1 that the Secondary Education Contribution, Library Contribution and Fire and Rescue Services Contribution payable by the Owners to the County Council shall be increased or decreased by the application of the following formula:

A=B X (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 relevant Index before the date that is the Specified Date

D is the relevant Index from 1 April 2022

15.2.2 that excluding those contributions set out in clause 15.2.1 above any other sum which is payable by the Owners to the County Council that is expressed to be Index Linked shall be increased or decreased by the application of the following formula:

A=B X (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 relevant Index before the date that is the Specified Date

D is the relevant Index from 1 November 2020

15.3 Where reference is made to BCIS Index, or RPI Index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative

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reasonably comparable basis or index as the District Council or the County Council (as applicable) shall advise the Owners in writing.

16. **MONITORING**

16.1. The Owners covenant with the District Council to pay the Monitoring Fee (District Council) prior to Commencement of the Development.

16.2. The Owners covenant with the County Council to pay the Monitoring Fee (County Council) prior to Commencement of Development.

17. **INTEREST**

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

18. **VAT**

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

19. **NOTICES**

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

19.1.1 delivered by hand, or

19.1.2 sent by Signed for First Class post or other next Working Day delivery service.

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

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

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

19.2.3 to the First Owner, the Second Owner, and the Third Owner at the address specified at the beginning of this Agreement under the heading 'Parties' to the respective addresses; and

19.2.4 to the Developer at the address specified at the beginning of this Agreement under the heading 'Parties';

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

19.3 Any notice or other communication given in accordance with clause 19.1 and clause 19.2 will be deemed to have been received:

19.3.1 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;

19.3.2 if sent by signed for first class post or other next Working Day delivery service at 9 am on the second Working Day after posting.

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

19.5 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.

20. APPROVAL OF ON SITE FACILITIES

20.1 On completion of the provision of each On Site Facility the Owners shall procure that a suitably-qualified and experienced architect, landscape architect or other professional previously approved by the District Council ("**Qualified Professional**") inspects the works and issues a certificate addressed to and served on the District Council stating that the relevant On Site Facility has been provided in accordance with the requirements of this Agreement and expressly confirming that the District Council may rely on such certificate

20.2 If after inspection by the Qualified Professional the Owners receive a notice from that Qualified Professional ("**Defects Notice**") which states the relevant On Site Facility has not been provided in accordance with the requirements of this Agreement they shall use

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reasonable endeavours to complete the works specified in the notice as soon as reasonably practicable and in any event no longer than 8 (eight) weeks (unless otherwise agreed in writing by the District Council) and repeat the procedure under clause 20.1 until such time as the works are defect-free and the Qualified Professional issues a certificate addressed to and served on the District Council stating that the relevant On Site Facility has been provided in accordance with the requirements of this Agreement and expressly confirming that the District Council may rely on such certificate.

21. DISPUTE RESOLUTION

21.1 Where any matter the subject of this Agreement shall be in dispute the parties shall use their reasonable endeavours to resolve the same within 28 (twenty eight) Working Days of the dispute arising.

21.2 Failing the resolution of any such dispute disagreement or difference within 28 (twenty eight) Working Days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.

21.3 Any dispute disagreement or difference arising out of the provisions relating to Affordable Housing the same shall be referred to an independent Chartered Surveyor of at least 15 (fifteen) years standing who shall be nominated in default of agreement between the Owner and the District Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy ("**the Expert**").

21.4 In the case of any legal requirement or interpretation or other matter regarding this Agreement, unless the parties agree an alternative type of Expert, the same shall be referred to Counsel of at least 15 (fifteen) years' experience in such matters who shall be appointed in default of agreement between the Owner and the District Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council; and

21.5 The determination of the Expert (including any determination as to the responsibility for the payment of his own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them save in the case of manifest material error or fraud and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

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

21.6.1 the Expert shall call for representations from both parties within 21 (twenty one) Working Days of a reference to him under this Agreement and require the parties to exchange representations within this period.

21.6.2 the Expert shall allow the parties to the dispute disagreement or difference 14 (fourteen) Working Days from the expiry date of the period referred to in 21.6.1 above to make counter representations.

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

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

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

21.6.6 unless this Agreement has already been terminated each of the respective parties shall in every case continue to comply with its obligations under this Agreement regardless of the nature of the dispute for resolution pursuant to this clause 21 (but without prejudice to the rights and obligations of the respective parties in relation to the termination of the Agreement).

22. JURISDICTION

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

23. DELIVERY

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

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24. TRUSTEE LIABILITY

24.1 The liability of the First Owner in respect of any breach by the First Owner of the obligations under this Agreement is limited in amount to the realisable value of its part of the Land for the time being vested in the First Owner.

24.2 In relation to the Langmead Trust Land the liability of the Second Owner in respect of any breach by the Second Owner of the obligations under this Agreement is limited in amount to the realisable value of the Langmead Trust Land.

24.3 The liability of the Third Owner in respect of any breach by the Third Owner of the obligations under this Agreement is limited in amount to the realisable value of its part of the Land for the time being vested in the Third Owner.

24.4 Nothing contained in this Agreement entitles the District Council or the County Council to any right or remedy against:

24.4.1 the personal estate, property, effects or assets of any of the persons comprised in the First Owner or the Third Owner or their respective personal representatives other than any beneficial interest in the Land; or

24.4.2 any assets for the time being vested in the First Owner or the Third Owner other than that part of the Land which is in their ownership from time to time.

24.5 In relation to the Langmead Trust Land nothing contained in this Agreement entitles the District Council or the County Council to any right or remedy against:

24.5.1 the personal estate, property, effects or assets of any of the persons comprised in the Second Owner or its respective personal representatives other than any beneficial interest in the Langmead Trust Land; or

24.5.2 any assets for the time being vested in the Second Owner other than that part of the Langmead Trust Land which is in its ownership from time to time.

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FIRST SCHEDULE

AFFORDABLE HOUSING

Definitions

In this First Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

Affordable Housing

"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) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to: * affordable rented housing; * shared ownership housing; * intermediate housing (including intermediate rent, shared equity and low cost homes for sale) or any other form of intermediate tenure as may be agreed by the District Council; * discounted market sales; or * starter homes as specified in Sections 2 and 3 of the Housing and Planning Act 2016.
"Affordable Housing Commuted Sum"	means a financial contribution calculated in accordance paragraph 1.10 of the First Schedule.
"Affordable Housing Dwellings"	means those Dwellings forming part of the Affordable Housing Provision to be provided as Affordable Housing in accordance with the Registered Provider Tenure Split or the Approved Community Body Tenure Split and for the avoidance of doubt excludes First Homes and "Affordable Housing Dwelling" shall be construed accordingly.

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"Affordable Housing Provision"	means the 30% (thirty percent) of Dwellings constructed on the Land within the Development to be provided (subject to the terms of this Agreement) as Affordable Housing Dwellings and First Homes in accordance with the Affordable Housing Scheme and Affordable Housing Parcel Scheme.
"Affordable Housing Provider"	means either one or a combination of:

(a) a Registered Provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is either on the District Council list of approved Affordable Housing Providers annexed as Appendix 7 or other Registered Provider who is either specifically approved by the District Council or who may be added to the list of approved Affordable Housing Providers; or

(b) any other provider of Affordable Housing who is approved by the District Council in writing; or

(c) such other body or organisation approved by the District Council in writing whose main object is the provision of Affordable Housing; or

(d) Arun District Council.

"Affordable Housing Parcel Scheme"	means a scheme for the provision of Affordable Housing and First Homes within a Reserved Matters Area which includes a plan and accommodation schedule showing the location dwelling type and tenure mix of the Affordable Housing Dwellings and First Homes for the relevant Reserved Matters Area to be submitted to and approved in writing by the District Council pursuant to paragraph 1.3 of Part 1 of the First Schedule and any amendment or replacement to that scheme which the District Council may approve from time to time it being agreed that the number of Affordable Housing Dwellings and First Homes within a Reserved Matters Area need not total 30% (thirty percent) of the Dwellings within that Reserved Matters Area so long as it can be demonstrated that the Affordable Housing Scheme can be complied with.

"Affordable Housing Scheme" a written scheme submitted to and agreed by the District Council pursuant to paragraph 1.2 of Part 1 of the First Schedule which sets out details:

(a) of the number of the Affordable Housing Dwellings and First Homes within the Development it being agreed that the number of Affordable Housing Dwellings and First Homes within a Phase need not total 30% (thirty percent) of the Dwellings within that Phase so long as it can be demonstrated that the Phasing Strategy has been complied with and overall 30% (thirty percent) of the Dwellings on the Development are to be provided as Affordable Housing and First Homes;

(b) demonstrating compliance with the Affordable Housing Standards.

"Affordable Housing Standards" the design criteria with which the Affordable Housing Dwellings shall comply namely:

- 50% (fifty percent) of the Affordable Housing Dwellings to comply with Building Regulations Part M4(2) Category 2: Accessible and adaptable dwellings; and
- not less than 4% (four percent) of the Affordable Housing Dwellings to be provided as fully wheelchair accessible and built in accordance with Building Regulations Optional Requirement M4(3) Category 3: Wheelchair user dwellings;
- all Affordable Housing Dwellings shall be constructed to comply with the Design and Quality Standards dated April 2007 published by Homes England (or any replacement standards published from time to time by the statutory housing body and in force at the date of the relevant Reserved Matters Approval) and technical housing standards – nationally described space standard dated March 2015 (or any replacement standards published from time to time and in force at the date of the relevant Reserved Matters Approval).

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"**Affordable Rented Housing**"	means a form of Affordable Housing, involving homes being available at a rent level of up to 80% (eighty percent) of local market rent (inclusive of service charge at the time of each letting which rent may be increased annually by no more than CPI + 1.0% (one percent)) or in the event of any change to legislation in relation to affordable rent such other rent level which may be applicable at the time of each letting. "**Affordable Rented Unit**" and "**Affordable Rent**" shall be construed accordingly.
"**Approved Community Body Tenure Split**"	means: • 37% (thirty seven percent) of the Affordable Housing Provision to be Affordable Rented Housing; • 38% (thirty eight percent) of the Affordable Housing Provision to be Intermediate Housing; or such other alternative tenure split which the District Council may approve.
"**Approved Community Body Moratorium Period**"	means the period of 56 (fifty six) Working Days which shall run from the date of the notice served pursuant to paragraph 1.8.1 of Part 1 of this Schedule and during which the Owner may not accept an offer for the Affordable Housing Dwellings in a Reserved Matters Area from any party other than the Approved Community Body
"**Disposal**"	means a disposal of the Affordable Dwellings and/or land upon which those units are to be constructed to an Affordable Housing Provider or Approved Community Body whether by transfer of the freehold or the grant of a long lease for a term of at least 125 (one hundred and twenty five) years and for the avoidance of doubt, a Disposal does not include a mortgage or charge and; "**Dispose**" and "**Disposed**" shall be construed accordingly.
"**Homes England**"	means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such act).

"**Intermediate Housing**"	means Affordable Housing other than Affordable Rented Housing to be provided at a cost above social rent but below their value as Market Dwellings for sale or for rent which meet the criteria set out in Annex 2 of the National Planning Policy Framework dated February 2019 (or as may be amended from time to time) including Shared Ownership Housing.
"**Market Dwelling**"	means all those residential dwellings to be constructed on the Land pursuant to the Planning Permission which are not Affordable Dwellings and "**Market Dwellings**" shall be construed accordingly.
"**Mortgagee**"	means 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 any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordabe Housing Provision or any persons or bodies deriving title through such mortgagee or chargee or Receiver.
"**Nomination Agreement**"	means the District Council's standard form of nomination agreement current at the date of this Deed (or as may be updated from time to time with the updated form being agreed by the Affordable Housing Provider or Approved Community Body) entered into by an Affordable Housing Provider or an Approved Community Body with the District Council in respect of the Affordable Housing Dwellings.
"**Open Market Value**"	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book).
"**Provide**"	means in the case of Affordable Dwellings to design and construct such Dwellings for habitation to the reasonable satisfaction of the Approved Community Body and "**Provided**" shall be construed accordingly.

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"Qualifying Occupier"	means a person who qualifies for Affordable Housing within the First Schedule to this Agreement and including residents of the district of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income.
"Registered Provider"	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008 or any modification, re-enactment, or replacement of such act.
"Registered Provider Tenure Split"	means: • 67% (sixty seven percent) of the Affordable Housing Provision to be Affordable Rented Housing; • 8% (eight percent) of the Affordable Housing Provision to be Intermediate Housing; or such other alternative tenure split which the District Council may approve.
"Shared Ownership Housing"	means housing offered via the Registered Provider or Approved Community Body under the terms of a lease which accords with the Homes England shared ownership model lease by which a lessee may acquire an initial share or shares of between 10% (ten percent) - 75% (seventy five percent) of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to 2.75% (two point seventy five percent) on the unsold equity (but for the avoidance of doubt this shall not prevent a lessee of such a shared ownership lease staircasing to 100% (one hundred percent) of the equity in an Affordable Housing Dwelling).

First Homes

"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of Part 2 of this Schedule , the lower of the following 2 (two) amounts: a) 30% (thirty percent) of the proceeds of sale; and b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the 5 (five) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service.
"Compliance Certificate"	means a certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Part 2 of this Schedule applies the Eligibility Criteria (Local).

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"Development Standard"	means a standard to fully comply with the following:- a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015; b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the District Council from time to time and in force at the date of the relevant Reserved Matters Approval; c) The Principles of Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited; and the same may be amended by written agreement of the Parties in accordance with paragraph 5.1 of Part 2 of this Schedule.
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30% (thirty percent).
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if: • the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and • the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
"Eligibility Criteria (Local)"	means criteria (if any) published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and

(b) any or all of criteria (i) (ii) and (ii) below are met:

(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or

(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

it being acknowledged that at the date of this agreement the District Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home.

"Exempt Disposal" means the First Home Disposal of a First Home in one of the following circumstances:

a) a First Home Disposal to a spouse or civil partner upon the death of the First Homes Owner;

b) a First Home Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;

c) First Home Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;

d) First Home Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 of Part 2 of this Schedule shall apply to such sale);

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Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7 of Part 2 of this Schedule.

"First Home" means a Dwelling or Dwellings forming part of the Affordable Housing Provision which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first First Home Disposal does not exceed the Price Cap and "First Homes" shall be construed accordingly.

"First Home Disposal" means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

(a) a letting or sub-letting in accordance with paragraph 7 of Part 2 of this Schedule

(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner

(c) an Exempt Disposal

and "**Disposed**" and "**Disposing**" shall be construed accordingly

"First Homes Owner" means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

(a) the Owners; or

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

(c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Part 2 of this Schedule.

"First Home Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home.
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003.
"Income Cap (Local)"	means such other local income cap as may be published from time to time by the District Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement the District Council has not set an Income Cap (Local).
"Income Cap (National)"	Means £80,000 (eighty thousand pounds) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home.
"Key Worker"	means such categories of employment as may be designated and published by the District Council from time to time as the "First Homes Key Worker Criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this Agreement the District Council has not designated any categories of employment as Key Worker.
"Local Connection Criteria"	means such local connection criteria as may be designated and published by the District Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this agreement the District Council has not designated any criteria as Local Connection Criteria.

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"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% (thirty percent) discount in the valuation.
"Practical Completion"	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied.
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first First Home Disposal shall not exceed £250,000 (two hundred and fifty thousand pounds) or such other amount as may be published from time to time by the Secretary of State.
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect.
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity.

Part 1 – Affordable Housing

1. The Owners covenant with the District Council as follows:

1.1 That 30% (thirty percent) (rounded to the nearest whole number) of the Dwellings within the Development shall be provided as Affordable Housing Dwellings and First Homes in accordance with this Schedule.

1.2 To submit as part of the Phasing Strategy the Affordable Housing Scheme for the Development for approval in writing by the District Council and not to Commence Development until the Affordable Housing Scheme has been submitted to and approved by the District Council in writing.

1.3 Not to Commence the Development of any Dwellings on a Reserved Matters Area on which Affordable Housing Dwellings and First Homes are to be provided until an Affordable Housing Parcel Scheme for that Reserved Matters Area has been submitted (whether or not as part

of an application for Reserved Matters Approval) to and approved in writing by the District Council.

1.4 To provide the Affordable Housing Dwellings in accordance with the Planning Permission, Reserved Matters Approval(s), Affordable Housing Standards and an approved Affordable Housing Parcel Scheme for that Reserved Matters Area.

1.5 The Owners shall be permitted to seek to amend the approved Affordable Housing Scheme and/or the Affordable Housing Parcel Scheme from time to time and in seeking to do so the Owners shall submit such proposed amendments to the District Council to be approved in writing by the District Council.

1.6 Where there are Dwellings in a Reserved Matters Area not to Occupy or cause or permit the Occupation of more than:

1.6.1 30% (thirty percent) of the Market Dwellings in a Reserved Matters Area (or such other number of Market Dwellings that may be agreed in writing by the District Council) until the Owners have entered into a legally binding contract with an Affordable Housing Provider or an Approved Community Body for the Disposal of the Affordable Housing Dwellings in that Reserved Matters Area (either freehold or leasehold for a period of not less than 125 (one hundred and twenty five) years) on terms which ensure that the Affordable Housing Dwellings are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing by the District Council);

1.6.2 75% (seventy five percent) of the Market Dwellings in a Reserved Matters Area (or such other number of Market Dwellings as may be agreed in writing by the District Council) unless and until the Affordable Housing Dwellings in that Reserved Matters Area have been constructed and are ready for Occupation (unless otherwise agreed in writing by the District Council).

1.7 With effect from the date on which they are completed the Affordable Housing Dwellings shall not be Occupied other than as Affordable Housing in accordance with this Agreement and by a Qualifying Occupier and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Affordable Housing Dwellings but to all subsequent occupiers of the Affordable Housing Dwellings.

1.8 Mechanics of Offer

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1.8.1 The Owners shall not offer the Affordable Housing Dwellings in a Reserved Matters Area to an Affordable Housing Provider until advance notice of the availability of Affordable Housing Dwellings in a Reserved Matters Area has been served on an Approved Community Body and the Approved Community Body Moratorium Period has elapsed.

1.8.2 Subject to paragraph 1.8.1 the Owners shall offer the Affordable Housing Dwellings in a Reserved Matters Area to:

1.8.2.1 an Affordable Housing Provider in accordance with the Affordable Housing Provider Tenure Split, and

1.8.2.2 an Approved Community Body in accordance with the Approved Community Body Tenure Split

1.9 Commuted Sum Payable

In the event that any or all of the Affordable Housing Dwellings in a Reserved Matters Area have not been transferred to an Affordable Housing Provider or Approved Community Body on or before the occupation of 75% (seventy five percent) of the Market Dwellings in that Reserved Matters Area the Owners may:

1.9.1 on or before the occupation of 75% (seventy five percent) of the Market Dwellings in that Reserved Matters Area pay to the District Council the Affordable Housing Commuted Sum in respect of any Affordable Housing Dwellings not transferred whereupon once such sum has been paid to the District Council the Owners and any successors in title shall be released from the provisions of this Schedule insofar as it relates to the relevant Affordable Housing Dwellings for that Reserved Matters Area and the Affordable Housing Dwellings in that Reserved Matters Area may be sold on the open market as Market Dwellings; or

1.9.2 Dispose of all or any of those Affordable Housing Dwellings as Intermediate Housing or such other tenure to be agreed in writing by the District Council to an Affordable Housing Provider or Approved Community Body; or

1.9.3 Dispose of all or any of those Affordable Housing Dwellings as part of any other government appointed housing scheme as approved by the District Council.

PROVIDED THAT

1.9.4 the Owners shall have provided the District Council with written evidence of their Reasonable Endeavours to dispose of the Affordable Housing Dwellings to an Affordable Housing Provider or Approved Community Body; and

1.9.5 the District Council shall, acting reasonably, have confirmed in writing that such Reasonable Endeavours were reasonable or an expert shall have determined that such Reasonable Endeavours were reasonable; and

1.9.6 where paragraph 1.9.1 applies the Owners shall pay to the District Council the Affordable Housing Commuted Sum for each of the Affordable Housing Dwellings which have not been transferred before the occupation of 75% (seventy five percent) of the Market Dwellings in a Reserved Matters Area; and

1.9.7 where the Affordable Housing Commuted Sum for each of the Affordable Housing Dwellings has been paid to the District Council and the District Council has confirmed receipt all restrictions in this Schedule shall cease to bind and shall no longer affect the relevant Affordable Housing Dwelling or Affordable Housing Dwellings and the Affordable Housing Dwelling or Affordable Housing Dwellings may be disposed of as Market Dwellings.

1.10 The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula:

X multiplied by Y = the Affordable Housing Commuted Sum

Where:

X = £80,000.00 (eighty thousand pounds); and

Y = the number of Affordable Housing Dwellings which will not be provided on the Land as part of the Development or the number of Affordable Housing Dwellings which will not be provided in a Reserved Matters Area in accordance with the terms of this Agreement.

1.11 To procure that any transfer of Affordable Housing Dwellings to an Affordable Housing Provider or Approved Community Body will contain the following provisions:

1.11.1 The grant by the Owners of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Dwellings;

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1.11.2 A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Land; and

1.11.3 The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Dwelling.

1.11.4 A condition that the Affordable Housing Provider or Approved Community Body shall within 3 (three) months of the legal completion of the transfer, or such other period as may be agreed with the District Council in writing, enter into a Nominations Agreement with the District Council

1.12 To procure that any transfer of Affordable Housing Dwellings to an Approved Community Body will contain the following provisions:

1.12.1 The grant by the Owners of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Dwellings;

1.12.2 A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Land; and

1.12.3 The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Dwelling.

1.12.4 A condition that the Approved Community Body shall either (as the Approved Community Body may elect):

1.12.4.1 within 3 (three) months of the legal completion of the transfer, or such other period as may be agreed with the District Council in writing, enter into a Nominations Agreement with the District Council; or

1.12.4.2 allocate the Affordable Housing Dwellings to Qualifying Occupiers in accordance with local connection criteria agreed with the District Council

1.13 The provisions in Part 1 of this First Schedule shall not be binding on a Mortgagee of any Affordable Housing Dwelling or any persons or bodies deriving title through such Mortgagee PROVIDED THAT:

1.13.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Dwelling or Affordable Housing Dwellings and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the Affordable Housing Dwelling or Affordable Housing Dwellings to another Registered Provider or to the District Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

1.13.2 if such a disposal has not completed with the 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwelling or Affordable Housing Dwellings free from the provisions in Part 1 of this First Schedule which provisions shall determine absolutely.

1.14 Future Provisions

1.14.1 Nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the District Council to grant or make available any public subsidy or other financial support (or to assist the Owners in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Dwellings.

1.14.2 The provisions of this First Schedule shall cease to bind any of the Affordable Housing Dwellings if in relation to that Affordable Housing Dwelling where any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire; or any owner of Shared Ownership Housing who has staircased up to 100% (one hundred percent) (or any successor in title thereto) or to any completed Affordable Housing Dwelling where an Affordable Housing Provider or Approved Community Body sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof or any mortgagee or chargee of any such purchaser nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or otherwise or any other person appointed

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under any security documentation by such mortgagee or any person deriving title through such persons.

1.14.3 In the event of any dispute as to whether any proposed occupier of any Affordable Dwelling is a Qualifying Occupier the matter shall be determined by the District Council (acting reasonably).

Part 2 – First Homes

1. **Obligations**

Unless otherwise agreed in writing by the District Council, the Owners for and on behalf of themselves and their successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the District Council as below save that

1.1 paragraphs 2, 3, 4 and 5 of Part 2 of this Schedule shall not apply to a First Homes Owner;

1.2 paragraphs 6 and 7 of Part 2 of this Schedule apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and

1.3 Paragraph 8 of Part 2 of this Schedule applies as set out therein.

2. **Quantum of First Homes**

2.1 25% (twenty five percent) of the Affordable Housing Provision (rounded up or down to the nearest whole Dwelling) shall be identified reserved and set aside as First Homes and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3. **Specification**

3.1 The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance;

3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4. **Type And Distribution**

The mix of First Homes shall be in accordance with:

4.1 the Affordable Housing Scheme; and

4.2 the Affordable Housing Parcel Scheme.

5. **Development Standard**

All First Homes shall be constructed to:

5.1 the Development Standard current at the time of the relevant Reserved Matters Approval; and

5.2 no less than the standard applied to the Market Dwellings.

6. **Delivery Mechanism**

6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

6.1.1 the Eligibility Criteria (National); and

6.1.2 the Eligibility Criteria (Local) (if any).

6.2 If after a First Home has been actively marketed for 3 (three) months (such period to expire no earlier than 3 (three) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.1.2 of this Part shall cease to apply.

6.3 Subject to paragraphs 6.6 to 6.10 of this Part, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% (fifty percent) of the purchase price is funded by a first mortgage or other home purchase plan with a First Home Mortgagee

6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

6.4.1 The District Council has been provided with evidence that:

6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 of this Part applies meets the Eligibility Criteria (Local) (if any);

6.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

6.4.1.3 the transfer of the First Home includes:

a) a definition of the "District Council" which shall be Arun District Council

b) a definition of "First Homes Provisions" in the following terms:

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"means the provisions set out in clause[s] [ ] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the District Council [and] (2) [and (3)]

d) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an annexure

6.4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within 28 (twenty eight) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 of this Part have been met

6.5 On the first First Home Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:

6.6.1 the Dwelling has been actively marketed as a First Home for 6 (six) months in accordance with paragraphs 6.1 and 6.2 of this Part (and in the case of a first First Home Disposal the 6 (six) months shall be calculated from a date no earlier than 6 (six) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible

to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1 of this Part; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 above before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

6.7 Upon receipt of an application served in accordance with paragraph 6.6 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

6.8 If the District Council is satisfied that either of the grounds in paragraph 6.6 above have been made out it shall confirm in writing within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 6.6 above that the relevant Dwelling may be Disposed of:

6.8.1 to the District Council at the Discount Market Price; or

6.8.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 of this Part which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home

6.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 above have been made out then it shall within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 6.6 of this Part serve notice on the owner setting out the further steps it requires the owner to take to secure the First Home Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than 6 (six) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the District Council in accordance with paragraph 6.6 following which the District Council must within 28 (twenty eight) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

6.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 6.8 or 6.9 above the Owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

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6.11 Upon receipt of the Additional First Homes Contribution the District Council shall:

6.11.1 within 10 (ten) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 where such restriction has previously been registered against the relevant title

6.11.2 apply all monies received towards the provision of Affordable Housing.

6.12 Any person who purchases a First Home free of the restrictions in Part 2 of the First Schedule of this Agreement pursuant to the provisions in paragraphs 6.9 and 6.10 above shall not be liable to pay the Additional First Homes Contribution to the District Council.

7. Use

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below.

7.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than 2 (two) years, provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed 2 (two) years.

7.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 above must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

8. **First Home Mortgagee Exclusion**

The obligations in paragraphs 1-7 of Part 2 of the First Schedule in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a "**Receiver**")) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or Receiver PROVIDED THAT:

8.1 such First Home Mortgagee or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and

8.2 once notice of intention to Dispose of the relevant First Home has been given by the First Home Mortgagee or Receiver to the District Council the First Home Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3 below;

8.3 following the First Home Disposal of the relevant First Home the First Home Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution.

8.4 following receipt of notification of the First Home Disposal of the relevant First Home the District Council shall:

8.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5 above; and

8.4.2 apply all such monies received towards the provision of Affordable Housing

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SECOND SCHEDULE

LOCAL CENTRE COMMERCIAL UNITS AND COMMUNITY FACILITIES

Definitions

In this Second Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"CCG"	means the Coastal West Sussex Clinical Commissioning Group.
"Certificate of Building Practical Completion"	means a certificate issued by the employer's agent, architect or contract administrator (as appropriate) appointed by the Owners confirming that the Community Facility is practically complete.
"Community Facility"	means a community facility to be provided by the Owners for use by the local community for public events, meetings, groups and other activities and includes the Library which shall be provided in accordance with the Community Facility Specification.
"Community Facility Specification"	means the specification for the Community Facility substantially in the form attached hereto as Appendix 8.
"Construction"	means the construction of any building forming part of the Development including footings or foundations and "Construct" and "Constructed" shall be construed accordingly.
"Healthcare Contribution"	means the sum of £1,812,954 (one million eight hundred and twelve thousand nine hundred and fifty four pounds) Index Linked to be used towards local healthcare infrastructure being either a new build scheme at The Croft Surgery or plans to extend or new build GP premises in Yapton or Ford.

"Healthcare and Land Contribution"	means the sum of £1,812,954 (one million eight hundred and twelve thousand nine hundred and fifty four pounds) less the value of the land to be transferred as agreed between the Owners and District Council Index Linked to be used towards healthcare services to be provided on the Healthcare Land.
"Healthcare Land"	means the 0.74 acres of land safeguarded on the Land for the provision of healthcare infrastructure as identified in the Phasing Strategy.
"Library"	means a Tier 7 library room provided in accordance with the Library Specification to form part of the Community Facility with a minimum gross internal floor area of 40 (forty) m^2 and maximum gross internal floor area of 100 (one hundred) m^2 to provide library services for the local community.
"Library Specification"	means the specification for the Library substantially in the form attached hereto as Appendix 9.
"Local Centre Commercial Units"	an area of land within the Development upon which units under Use Classes A1-A5, B1 and D1 and/or D2 with a minimum gross internal floor area of 900 (nine hundred) m^2 (or otherwise as agreed by the District Council) shall be provided the location and detail of which shall be determined by a Reserved Matters Approval and for the avoidance of doubt the Local Centre Commercial Units are not those commercial units which may be located within the Employment Zone.
"Management Company"	means a limited company or companies registered at Companies House, Community Benefit Society or other incorporated organisation which may already exist or which may be formed after the date of this Agreement for the purposes of carrying out future maintenance of the Community Facility the details of which have been provided to the District Council which satisfy the District Council that; 1. it is incorporated in England and Wales or Scotland;

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2. it has a registered office in England or Scotland;

3. its primary objects permit it to maintain and renew the Community Facility;

4. it will be properly funded and able to undertake its management and maintenance obligations.

"Marketing Strategy" means the strategy for the marketing, advertising and promotion of the Local Centre Commercial Units in accordance with the relevant condition in the planning permission .

"Parish Council" means Ford Parish Council of Yapton and Ford Village Hall Main Road Yapton West Sussex BN18 0ET and in the event that Ford Parish Council should cease to exist any successor body to its functions provided that should Ford Parish Council become an independent body again after having ceased to exist previously the phrase "Parish Council" shall once again mean Ford Parish Council.

"Use Class" a land use class as defined in the Town and Country Planning (Use Classes) Order 1987 and "Use Classes" shall be construed accordingly.

1. The Owners covenant with the District Council that they shall not Commence Development of a Phase which contains the Local Centre Commercial Units and/or the Community Facility and/or the Healthcare Land unless and until the location and parameters of the Local Centre Commercial Units, Community Facility and Healthcare Land (if provided) within that Phase have been submitted to and approved in writing by the District Council.

2. **Local Centre Commercial Units**

2.1 The Owners shall ensure that a Reserved Matters Application covers the Local Centre Commercial Units where the Local Centre Commercial Units are to be provided within the area of the Land covered by that application.

2.2 The Owners shall not cause or permit Occupation of more than 750 (seven hundred and fifty) Dwellings until the Marketing Strategy for the Local Centre Commercial Units has been submitted to and approved by the District Council.

2.3 The Owners covenant with the District Council to market the Local Centre Commercial Units in accordance with the Marketing Strategy from the date of approval of the Marketing Strategy for a period of 2 (two) years from that date.

2.4 The Owners covenant with the District Council not to cause permit or allow the Local Centre Commercial Units to be used other than for a range of uses under Use Classes A1-A5, B1 and /or D1 and/or D2 PROVIDED THAT if the District Council is satisfied and has confirmed in writing that notwithstanding the fact that the Marketing Strategy has been demonstrably carried out and reasonable endeavours have been used to identify occupiers for the units comprising the Local Centre Commercial Units and to agree reasonable terms with them, where an occupier has not been identified in respect of any unit by the date of the expiry of the 2 (two) year period referred to in paragraph 2.3 of this Schedule or where an occupier has been identified reasonable endeavours have been used and terms have not been agreed and an agreement for lease entered into within 6 (six) months of that date then this obligation shall cease to be of any force or effect.

3. **Community Facility**

The Owners covenant with the District Council:

3.1 not to cause or permit the Occupation of more than 500 (five hundred) Dwellings until an application for Reserved Matters Approval has been submitted to the District Council for the Community Facility to include a design that accords with any conditions on the Planning Permission relating to the Community Facility Specification; and

3.2 to provide the approved Community Facility in accordance with paragraphs 3.3 – 3.6 below.

3.3 Unless otherwise agreed in writing by the District Council the Owners shall not cause or permit the Occupation of more than 750 (seven hundred and fifty) Dwellings until the Community Facility has been completed in accordance with any conditions on the Planning Permission and the relevant Reserved Matters Approval and which shall be evidenced by the issue of a Certificate of Building Practical Completion.

3.4 Within 20 (twenty) Working Days of the issue of a Certificate of Building Practical Completion for the Community Facility:

3.4.1 the Owners will offer to transfer the unencumbered freehold of the Community Facility to the Approved Community Body in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Approved Community Body such transfer to be with full

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title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and this offer shall remain open for acceptance for no less than 1 (one) month from the date of the offer being made (the "**Offer Period**");

3.4.2 in the event the offer made in accordance with paragraph 3.4.1 is not accepted within the Offer Period the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Community Facility to the District Council or the Parish Council (or as the District Council may direct) in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or the Parish Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times; or

3.4.3 the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Community Facility to the Management Company in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times.

3.5 The Owners shall not cause or permit the Occupation of more than 1000 (one thousand) Dwellings until the transfer referred to in paragraph 3.4 above has been executed by the Owners and delivered to the District Council, the Parish Council, the Approved Community Body or Management Company (as appropriate)

4. **Healthcare Land**

4.1 The CCG may serve notice on the Owners at any time prior to the Occupation of the 500th (five hundredth) Dwelling to notify the Owners that they require the Healthcare Land (the "**Healthcare Land Notice**")

4.2 Where the Healthcare Land Notice is served in accordance with paragraph 4.1 above the Owners will:

4.2.1 Prior to Occupation of the 601st (six hundred and first) Dwelling transfer the unencumbered freehold of the Healthcare Land to the District Council in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including

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legal costs) and subject to no other contribution by the District Council or the CCG such transfer to be with full title guarantee, vacant possession on completion, and

4.2.2 Pay to the District Council the Healthcare and Land Contribution in accordance with paragraph 16 of the Third Schedule

and FOR THE AVOIDANCE OF DOUBT the provisions of paragraph 4.3 of this Second Schedule and paragraph 15 of the Third Schedule requiring payment of the Healthcare Contribution shall not apply

4.3 Where the Healthcare Land Notice is not served or not served in accordance with the requirements of Paragraph 4.1 above the Owners will:

4.3.1 Pay to the District Council the Healthcare Contribution in accordance with paragraph 15 of Third Schedule , and

4.3.2 The requirement for the Healthcare Land to be safeguarded shall cease to have effect and the Healthcare Land shall be free from the restrictions in this Agreement

and FOR THE AVOIDANCE OF DOUBT the provisions of paragraph 4.2 of this Second Schedule and paragraph 16 of the Third Schedule requiring payment of the Healthcare and Land Contribution shall not apply.

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THIRD SCHEDULE

FINANCIAL CONTRIBUTIONS

Definitions

In this Third Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"A27 Ford Road Roundabout Contribution"	means the sum of £301,000 (three hundred and one thousand pounds) Index Linked towards the A27 Ford Road Roundabout.
"Bus Contribution"	means the sum of £15,000 (fifteen thousand pounds) Index Linked towards the cost of providing real time passenger information screens at Rollaston Park bus stops.
"CCG"	means the Coastal West Sussex Clinical Commissioning Group.
"Cycle Parking Contribution"	means the sum of £37,500 (thirty seven thousand five hundred pounds) Index Linked towards the cost of providing additional cycle parking facilities at Ford Railway Station.
"3G Pitch Contribution"	means a contribution of £254,558 (two hundred and fifty four thousand five hundred and fifty eight pounds) payable as follows: • £124,492 (one hundred and twenty four thousand four hundred and ninety two thousand pounds) towards the provision of a 3G pitch at the Barnham-Eastergate-Westergate Strategic Development Site. • £86,900 (eighty six thousand and nine hundred pounds) towards maintenance of a 3G pitch at the Barnham-Eastergate-Westergate Strategic Development Site. • £43,166 (forty three thousand one hundred and sixty six pounds) towards ancillary facilities, associated with the 3G pitch at the same site.

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"Fire and Rescue Services Contribution"	means the financial contribution payable to the County Council for the provision of fire service infrastructure (excluding fire hydrants) to serve the additional needs of the community generated by the Development and to be used towards the re-development of Littlehampton Fire Station and which shall be payable and calculated for each Reserved Matters Area in accordance with the following formula:

Y x Z = Fire and Rescue Services Contribution

where:

Note: x = multiplied by

Y = the estimated adjusted increase in population generated by each Reserved Matters Area calculated by reference to the total number of Dwellings (less any allowance for Affordable Housing Dwellings, which for Arun District is 100% (one hundred percent) for Affordable Rented Housing but for all other forms of Affordable Housing tenure no discount is applied) as approved by the relevant Reserved Matters Approval/s for the Reserved Matters Area using the latest published occupancy rates from census statistics published by the Office for National Statistics with the current occupancy rates given as a guideline:

Dwelling Size Occupancy

	House	Flat
1 bed =	1.5	1.3
2 bed =	1.9	1.9
3 bed =	2.5	2.4
4+ bed =	3.0	2.8

	Z = the estimated costs of providing additional fire and rescue infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for 2022/23 is £15 (fifteen pounds))
"Ford Lane Access"	means the roundabout junction access on to Ford Lane (as shown indicatively on GA-004 Rev B at Appendix 10).
"Ford Railway Bridge Contribution"	means the sum of £350,000 (three hundred and fifty thousand pounds) Index Linked towards the costs of technical work and applying for a railway bridge crossing at Ford.
"Ford Railway Bridge Survey"	means a survey of proposals for a railway bridge crossing at Ford to be undertaken by consultants appointed by the District Council.
"Health and Fitness Contribution"	means the sum of £184,800 (one hundred and eighty four thousand eight hundred pounds) Index Linked towards the provision of health and fitness facilities as part of a sports and community hub at Palmer Road, Angmering.
"Healthcare Contribution"	means the sum of £1,812,954 (one million eight hundred and twelve thousand nine hundred and fifty four pounds) Index Linked to be used towards healthcare services provided at Croft Surgery/ GP premises supporting Ford or Yapton.
"Healthcare and Land Contribution"	means the sum of £1,812,954 (one million eight hundred and twelve thousand nine hundred and fifty four pounds) less the value of the land to be transferred as agreed between the Owners and the District Council Index Linked to be used towards healthcare services to be provided on the Healthcare Land.
"Healthcare Land"	means the 0.74 acres of land safeguarded on the Land for the provision of healthcare infrastructure as identified in the Phasing Strategy.
"Library"	means a Tier 7 library room as defined in the Second Schedule.

"Library Contribution"	means the sum of £100,000 (one hundred thousand pounds) Index Linked towards bookstock and equipment at the Library or towards expansion of facilities at Littlehampton Library should the new Library not proceed.
"Police Infrastructure Contribution"	means the sum £251,301.55 (two hundred and fifty one thousand three hundred and one pounds and fifty five pence) Index Linked comprising: • Staff set up costs (uniformed officers) - £41,999.52 (forty one thousand nine hundred and ninety nine pounds and fifty two pence); • Staff set up costs (support staff) - £8,683.36 (eight thousand six hundred and eighty three pounds and thirty six pence); • Premises (uniformed officers) - £77,532.94 (seventy seven thousand five hundred and thirty two pounds and ninety four pence); • Premises (support staff) - £64,845.73 (sixty four thousand eight hundred and forty five pounds and seventy three pence); • Vehicles (fleet) - £51,240 (fifty one thousand and two hundred and forty pounds); and • Automatic Number Plate Recognition (ANPR) Camera - £7,000 (seven thousand pounds).
"Playing Pitches Contribution"	means the sum of £1,133,120 (one million one hundred and thirty three thousand one hundred and twenty pounds) Index Linked shared as set out between the following pitches:

1. Littlehampton Rugby Club:

£49,922 (forty nine thousand nine hundred and twenty two pounds) for improvements to the grass playing surface of the rugby pitches plus £213,660 (two hundred and thirteen thousand and six hundred and sixty pounds) for maintenance (20 (twenty) years total cost) and £123,022 (one hundred and twenty three thousand and twenty two pounds) for improvements to ancillary facilities, associated with the pitches.

2. Climping cricket pitch:

£120,220 (one hundred and twenty thousand and two hundred and twenty pounds) for improvements to the grass playing surface of the cricket pitch plus £485,700 (four hundred and eighty five thousand and seven hundred pounds) for maintenance (20 (twenty) years total cost) and £140,596 (one hundred and forty thousand and five hundred and ninety six pounds) for improvements to ancillary facilities, associated with the pitches.

"Secondary Education Contribution" means a financial contribution payable to the County Council based on the estimated additional secondary aged pupil population that would be generated by the proposed Development and the cost of providing a 10FE secondary school for Arun District plus land costs valued at £100,000 (one hundred thousand pounds) per acre to be paid in accordance with paragraph 3 of the Third Schedule and to be used towards the construction of a new secondary school in Arun which shall be calculated for each Reserved Matters Area of the Development as follows:

DfE Figure (Secondary) x Total Places Required = Secondary Education Contribution

Where:

DfE Figure (Secondary) = Department for Education Secondary school building costs per pupil place as adjusted for the West Sussex area for the year 2022/23 is £36,932 (thirty six thousand nine hundred and thirty two pounds)

Total Places Required (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by a Reserved Matters Area of the Development calculated by reference to the total number of Dwellings in the Reserved Matters Area (less any allowance for Affordable Housing Dwellings which for Arun District is 100% (one hundred percent) for Affordable Rented Housing but for all other forms of Affordable Housing tenure no discount is applied) as approved by the relevant Reserved Matters Approval/s for the Reserved Matters Area. The current occupancy rates from census statistics published by the Office for National Statistics are as follows:

Dwelling Size Occupancy

	House	Flat
1 bed =	1.5	1.3
2 bed =	1.9	1.9
3 bed =	2.5	2.4
4+ bed =	3.0	2.8

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Using the latest published occupancy rates from census statistics published by the Office for National Statistics to determine an overall population increase, the following factors are applied. According to 2001 census data, there are 14 (fourteen) persons per 1000 (one thousand) population in each school year group for houses and 5 (five) persons per 1000 (one thousand) population in each school year group for flats.

Year groups = There are 5 (five) year groups for secondary (years 7 (seven) to 11 (eleven)).

"Sixth Form Education Contribution" means a financial contribution payable to the County Council towards the cost of providing additional educational infrastructure required to accommodate the extra demands for sixth form education generated by the Development to be paid in accordance with paragraph 4 of the Third Schedule to be used towards a new sixth form at the new secondary school in Arun or a restructure of the sixth form to cater for the additional student population at St Philip Howard Catholic High School Sixth Form should the new secondary school sixth form in Arun not progress which shall be calculated for each Reserved Matters Area of the Development as follows:

DfE Figure (Further Secondary) x Total Places Required = Sixth Form Education Contribution

Where:

DfE Figure (Further Secondary) = Department for Education Further Secondary school building costs per pupil place as adjusted for the West Sussex area for the year 2022/23 is £33,056 (thirty three thousand and fifty six pounds)

Total Places Required (number of school places the development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by a Reserved Matters Area of the Development calculated by reference to the total number of Dwellings in the Reserved Matters Area (less any allowance for Affordable Housing Dwellings, which for Arun District is 100% (one hundred percent) for Affordable Rented Housing but for all other forms of Affordable Housing tenure no discount is applied) as approved by the relevant Reserved Matters Approval/s for the Reserved Matters Area. The current occupancy rates published by the Office for National Statistics are as follows:

Dwelling Size Occupancy

	House	Flat
1 bed =	1.5	1.3
2 bed =	1.9	1.9
3 bed =	2.5	2.4
4+ bed =	3.0	2.8

Using the latest published occupancy rates from census statistics published by the Office for National Statistics to determine an overall population increase, the following factors are applied. According to 2001 census data, there are 14 (fourteen) persons per 1000 (one thousand) population in each school year group for houses and 5 (five) persons per 1000 (one thousand) population in each school year group for flats.

Year groups = For sixth form there are 2 (two) year groups (years 12 (twelve) and 13 (thirteen)) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of Year 11 (eleven) school leavers who continue into sixth form education in West Sussex.

"Sports Hall Contribution" means £565,049 (five hundred and sixty five thousand and forty nine pounds) Index Linked towards the provision of a flexible hall/activity space and/or studio space as part of a sports and community hub at Palmer Road, Angmering

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"Strategic Highways Contribution"	means the sum of £1,227,000 (one million, two hundred and twenty seven thousand pounds) Index Linked to be used towards some or all of the following projects: • £600,000 (six hundred thousand pounds) – the A259 Oystercatcher junction. • £97,000 (ninety seven thousand pounds) –the A259 Comet Corner junction. • £515,000 (five hundred and fifteen thousand pounds) - the A259 Corridor Improvement Bognor Regis-Littlehampton. • £15,000 (fifteen thousand pounds) - the A259 Lyminster Bypass to A280 junction. PROVIDED THAT the County Council shall have flexibility to spend across these schemes with the sum being payable in 3 (three) instalments comprising: • Strategic Highways Instalment 1 of £400,000 (four hundred thousand pounds) • Strategic Highways Instalment 2 of £400,000 (four hundred thousand pounds) • Strategic Highways Instalment 3 of £427,000 (four hundred and twenty seven pounds)
"Swimming Pool Contribution"	means the sum of £607,784 (six hundred and seven thousand seven hundred and ninety four pounds) Index Linked and to be used towards swimming pool improvements and increasing the capacity of swimming pools and associated wet side facilities for the District
"Yapton Road Access"	means the roundabout junction access on to Yapton Road as shown indicatively on GA-001 Rev E at Appendix 10 or such other works as otherwise agreed in writing by the County Council.

Part 1

Payment of County Council contributions

Unless otherwise agreed in writing by the County Council the Owners covenant with the County Council as follows:

1. **Strategic Highways Contribution**

1.1 To pay to the County Council on or before the Occupation of the 1st (first) Dwelling at the Development the Strategic Highways Instalment 1.

1.2 Not to cause or permit the 1st (first) Occupation of any Dwelling on the Land before the Strategic Highways Instalment 1 has been paid to the County Council.

1.3 To pay to the County Council on or before the Occupation of 225 (two hundred and twenty five) Dwellings the Strategic Highways Instalment 2.

1.4 Not to cause or permit the Occupation of more than 225 (two hundred and twenty five) Dwellings before the Strategic Highways Instalment 2 has been paid to the County Council.

1.5 To pay to the County Council on or before the Occupation of 495 (four hundred and ninety five) Dwellings the Strategic Highways Instalment 3.

1.6 Not to cause or permit the Occupation of more than 495 (four hundred and ninety five) Dwellings before the Strategic Highways Instalment 3 has been paid to the County Council.

2. **A27 Ford Road Roundabout Contribution**

2.1 On or before the Occupation of 750 (seven hundred and fifty) Dwellings to pay to the County Council 50% (fifty percent) of the A27 Ford Road Roundabout Contribution.

2.2 Not to Occupy or cause or allow to be Occupied more than 750 (seven hundred and fifty) Dwellings before 50% (fifty percent) of the A27 Ford Road Roundabout Contribution has been paid to the County Council.

2.3 To pay to the County Council on or before the Occupation of 1,125 (one thousand one hundred and twenty five) Dwellings the remaining 50% (fifty percent) of the A27 Ford Road Roundabout Contribution.

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2.4 Not to Occupy more than 1,125 (one thousand one hundred and twenty five) Dwellings until the remaining 50% (fifty percent) of the A27 Ford Road Roundabout Contribution has been paid to the County Council.

3. **Secondary Education**

3.1 On or before the Occupation of the 1st (first) Dwelling in a Reserved Matters Area to pay to the County Council 50% (fifty percent) of the Secondary Education Contribution for the relevant Reserved Matters Area.

3.2 Not to Occupy or cause or allow to be Occupied the 2nd (second) Dwelling forming part of the relevant Reserved Matters Area before 50% (fifty percent) of the Secondary Education Contribution for that Reserved Matters Area has been paid to the County Council.

3.3 To pay to the County Council on or before the Occupation of 50% (fifty percent) of the Dwellings in a Reserved Matters Area the remaining 50% (fifty percent) of the Secondary Education Contribution for that Reserved Matters Area.

3.4 Not to Occupy more than 50% (fifty percent) of the Dwellings forming part of the relevant Reserved Matters Area until the remaining 50% (fifty percent) of the Secondary Education Contribution for that Reserved Matters Area has been paid to the County Council.

4. **Sixth Form Education Contribution**

4.1 On or before the Occupation of the 1st (first) Dwelling in a Reserved Matters Area to pay to the County Council 50% (fifty percent) of the Sixth Form Education Contribution for the relevant Reserved Matters Area

4.2 Not to Occupy or cause or allow to be Occupied the 2nd (second) Dwelling forming part of the relevant Reserved Matters Area before 50% (fifty percent) of the Sixth Form Education Contribution for that Reserved Matters Area has been paid to the County Council.

4.3 To pay to the County Council on or before the Occupation of 50% (fifty percent) of the Dwellings in a Reserved Matters Area the remaining 50% (fifty percent) of the Sixth Form Education Contribution for that Reserved Matters Area.

4.4 Not to Occupy more than 50% (fifty percent) of the Dwellings forming part of the relevant Reserved Matters Area until the remaining 50% (fifty percent) of the Sixth Form Education Contribution for that Reserved Matters Area has been paid to the County Council.

5. **Fire And Rescue Services Contribution**

5.1 On or before the Occupation of the 1st (first) Dwelling in each Reserved Matters Area to pay to the County Council the Fire and Rescue Services Contribution for that Reserved Matters Area.

5.2 Not to Occupy or cause or allow to be Occupied the 2nd (second) Dwelling in each Reserved Matters Area before the Fire and Rescue Services Contribution for that Reserved Matters Area has been paid to the County Council.

6. **Library Contribution**

6.1 To pay to the County Council on or before the Occupation of the 750th (seven hundred and fiftieth) Dwelling, the Library Contribution.

6.2 Not to Occupy more than 750 (seven hundred and fifty) Dwellings until the Library Contribution has been paid to the County Council.

7. **Bus Contribution**

7.1 To pay to the County Council on or before the Occupation of the 1st (first) Dwelling the Bus Contribution.

7.2 Not to Occupy or cause or allow to be Occupied the 2nd (second) Dwelling in the Development before the Bus Contribution has been paid to the County Council.

Part 2

Payment of District Council contributions

Unless otherwise agreed in writing by the District Council the Owners covenant with the District Council as follows:

8. **Swimming Pool Contribution**

8.1 To pay to District Council on or before the Occupation of the 400th (four hundredth) Dwelling at the Development the 1st (first) instalment of the Swimming Pool Contribution in the sum of £202,598 (two hundred and two thousand five hundred and ninety eight pounds).

8.2 Not to Occupy more than 401 (four hundred and one) of the Dwellings at the Development until the 1st (first) instalment of the Swimming Pool Contribution in the sum of £202,598 (two hundred and two thousand five hundred and ninety eight pounds) has been paid.

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8.3 To pay to the District Council on or before the Occupation of the 800th (eight hundredth) Dwelling at the Development the 2nd (second) instalment of the Swimming Pool Contribution in the sum of £202,598 (two hundred and two thousand five hundred and ninety eight pounds.)

8.4 Not to Occupy more than 801 (eight hundred and one) Dwellings at the Development until the 2nd (second) instalment of the Swimming Pool Contribution in the sum of £202,598 (two hundred and two thousand five hundred and ninety eight pounds) has been paid.

8.5 To pay to the District Council on or before the Occupation of 1200th (one thousand two hundredth) Dwelling at the Development the final instalment of the Swimming Pool Contribution in the sum of £202,598 (two hundred and two thousand five hundred and ninety eight pounds).

8.6 Not to Occupy more than 1201 (one thousand two hundred and one) Dwellings at the Development until final instalment of the Swimming Pool Contribution in the sum of £202,598 (two hundred and two thousand five hundred and ninety eight pounds) has been paid.

9. **Police Infrastructure Contribution**

9.1 To pay to the District Council on or before the Occupation of the 400th (four hundredth) Dwelling at the Development the 1st (first) instalment of the Police Infrastructure Contribution in the sum of £82,929.22 (eighty two thousand nine hundred and twenty nine pounds and twenty two pence).

9.2 Not to Occupy more than 401 (four hundred and one) of the Dwellings at the Development until the 1st (first) instalment of the Police Infrastructure Contribution in the sum of £82,929.22 (eighty two thousand nine hundred and twenty nine pounds and twenty two pence) has been paid.

9.3 To pay to the District Council on or before the Occupation of the 800th (eight hundredth) Dwelling at the Development the 2nd (second) instalment of the Police Infrastructure Contribution in the sum of £82,929.22 (eighty two thousand nine hundred and twenty nine pounds and twenty two pence).

9.4 Not to Occupy more than 801 (eight hundred and one) of the Dwellings at the Development until the 2nd (second) instalment of the Police Infrastructure Contribution in the sum of £82,929.22 (eighty two thousand nine hundred and twenty nine pounds and twenty two pence) has been paid.

9.5 To pay to the District Council on or before the Occupation of 1200th (one thousand two hundredth) Dwelling at the Development the final instalment of the Police Infrastructure Contribution in the sum of £85,443.11 (eighty five thousand four hundred and forty three pounds and eleven pence).

9.6 Not to Occupy more than 1201 (one thousand two hundred and one) Dwellings at the Development until the final instalment of the Police Infrastructure Contribution in the sum of £85,443.11 (eighty five thousand four hundred and forty three pounds and eleven pence) has been paid.

10. **Cycle Parking Contribution**

In the event the Ford Lane Access is the first vehicular access opened the Cycle Parking Contribution is payable in accordance with paragraphs 10.1 and 10.2 below and paragraphs 10.3 and 10.4 of this Schedule shall not apply:

10.1 To pay to the District Council on or before the Occupation of the 1st (first) Dwelling at the Development the Cycle Parking Contribution.

10.2 Not to Occupy any Dwelling at the Development until the Cycle Parking Contribution has been paid.

In the event the Yapton Road Access is the first vehicular access opened the Cycle Parking Contribution is payable in accordance with paragraphs 10.3 and 10.4 below and paragraphs 10.1 and 10.2 of this Schedule shall not apply:

10.3 To pay to the District Council on or before the Occupation of the 250th (two hundred and fiftieth) Dwelling at the Development the Cycle Parking Contribution.

10.4 Not to Occupy more than the 251 (two hundred and fifty one) Dwellings at the Development until the Cycle Parking Contribution has been paid.

11. **Playing Pitches Contribution**

11.1 To pay to the District Council on or before the Occupation of the 400th (four hundredth) Dwelling at the Development the 1st (first) instalment of the Playing Pitches Contribution in the sum of £373,929.60 (three hundred and seventy three thousand nine hundred and twenty nine pounds and sixty pence).

11.2 Not to Occupy more than 401 (four hundred and one) of the Dwellings at the Development until the 1st (first) instalment of the Playing Pitches Contribution in the sum of £373,929.60

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(three hundred and seventy three thousand nine hundred and twenty nine pounds and sixty pence) has been paid.

11.3 To pay to the District Council on or before the Occupation of the 800th (eight hundredth) Dwelling at the Development the 2nd (second) instalment of the Playing Pitches Contribution in the sum of £373,929.60 (three hundred and seventy three thousand nine hundred and twenty nine pounds and sixty pence).

11.4 Not to Occupy more than 801 (eight hundred and one) of the Dwellings at the Development until the 2nd (second) instalment of the Playing Pitches Contribution in the sum of £373,929.60 (three hundred and seventy three thousand nine hundred and twenty nine pounds and sixty pence) has been paid.

11.5 To pay to the District Council on or before the Occupation of 1200th (one thousand two hundredth) Dwelling at the Development the final instalment of the Playing Pitches Contribution in the sum of £385,260.80 (three hundred and eighty five thousand two hundred and sixty pounds and eighty pence).

11.6 Not to Occupy more than 1201 (one thousand two hundred and one) Dwellings at the Development until the final instalment of the Playing Pitches Contribution in the sum of £385,260.80 (three hundred and eighty five thousand two hundred and sixty pounds and eighty pence) has been paid.

12. **Health and Fitness Contribution**

12.1 To pay to the District Council on or before the Occupation of the 400th (four hundredth) Dwelling at the Development the 1st (first) instalment of the Health and Fitness Contribution in the sum of £60,984 (sixty thousand nine hundred and eighty four pounds).

12.2 Not to Occupy more than 401 (four hundred and one) Dwellings at the Development until the 1st (first) instalment of the Health and Fitness Contribution in the sum of £60,984 (sixty thousand nine hundred and eighty four pounds) has been paid.

12.3 To pay to the District Council on or before the Occupation of the 800th (eight hundredth) Dwelling at the Development the 2nd (second) instalment of the Health and Fitness Contribution in the sum of £60,984 (sixty thousand nine hundred and eighty four pounds).

12.4 Not to Occupy more than 801 (eight hundred and one) Dwellings at the Development until the 2nd (second) instalment of the Health and Fitness Contribution in the sum of £60,984 (sixty thousand nine hundred and eighty four pounds) has been paid.

12.5 To pay to the District Council on or before the Occupation of 1200th (one thousand two hundredth) Dwelling at the Development the final instalment of the Health and Fitness Contribution in the sum of £62,832 (sixty two thousand eight hundred and thirty two pounds).

12.6 Not to Occupy more than 1201 (one thousand two hundred and one) Dwellings at the Development until the final instalment of the Health and Fitness Contribution in the sum of £62,832 (sixty two thousand eight hundred and thirty two pounds) has been paid.

13. **3G Pitch Contribution**

13.1 To pay to the District Council on or before the Occupation of the 400th (four hundredth) Dwelling at the Development the 1st (first) instalment of the 3G Pitch Contribution in the sum of £84,004 (eighty four thousand and four pounds).

13.2 Not to Occupy more than 401 (four hundred and one) Dwellings at the Development until the 1st (first) instalment of the 3G Pitch Contribution in the sum of £84,004 (eighty four thousand and four pounds) has been paid.

13.3 To pay to the District Council on or before the Occupation of the 800th (eigth hundredth) Dwelling at the Development the 2nd (second) instalment of the 3G Pitch Contribution in the sum of £84,004 (eighty four thousand and four pounds).

13.4 Not to Occupy more than 801 (eight hundred and one) Dwellings at the Development until the 2nd (second) instalment of the 3G Pitch Contribution in the sum of £84,004 (eighty four thousand and four pounds) has been paid.

13.5 To pay to the District Council on or before the Occupation of 1200th (one thousand two hundredth) Dwelling at the Development the final instalment of the 3G Pitch Contribution in the sum of £86,550 (eighty six thousand five hundred and fifty pounds).

13.6 Not to Occupy more than 1201 (one thousand two hundred and one) Dwellings at the Development until the final instalment of the 3G Pitch Contribution in the sum of £86,550 (eighty six thousand five hundred and fifty pounds) has been paid.

14. **Sports Hall Contribution**

14.1 To pay to the District Council on or before the Occupation of the 400th (four hundredth) Dwelling at the Development the 1st (first) instalment of the Sports Hall Contribution in the sum of £188,349 (one hundred and eighty eight thousand three hundred and forty nine pounds).

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14.2 Not to Occupy more than 401 (four hundred and one) of the Dwellings at the Development until the 1st (first) instalment of the Sports Hall Contribution in the sum of £188,349 (one hundred and eight eight thousand three hundred and forty nine pounds) has been paid.

14.3 To pay to the District Council on or before the Occupation of the 800th (eight hundredth) Dwelling at the Development the 2nd (second) instalment of the Sports Hall Contribution in the sum of £188,349 (one hundred and eighty eight thousand three hundred and forty nine pounds).

14.4 Not to Occupy more than 801 (eight hundred and one) of the Dwellings at the Development until the 2nd (second) instalment of the Sports Hall Contribution in the sum of £188,349 (one hundred and eighty eight thousand three hundred and forty nine pounds) has been paid.

14.5 To pay to the District Council on or before the Occupation of 1200th (one thousand two hundredth) Dwelling at the Development the final instalment of the Sports Hall Contribution in the sum of £188,351 (one hundred and eighty eight thousand three hundred and fifty one pounds).

14.6 Not to Occupy more than 1200 (one thousand two hundred) of the Dwellings at the Development until the final instalment of the Sports Hall Contribution in the sum of £188,351 (one hundred and eighty eight thousand three hundred and fifty one pounds) has been paid.

15. **Healthcare Contribution**

Where the Healthcare Land Notice has not been served in accordance with paragraph 4.1 of the Second Schedule the following paragraphs 15.1 – 15.4 shall apply and paragraph 16 of this Schedule shall not apply:

15.1 To pay to the District Council on or before the Occupation of the 601st (six hundred and first) Dwelling at the Development the 1st (first) instalment of the Healthcare Contribution in the sum of £906,477 (nine hundred and six thousand four hundred and seventy seven pounds).

15.2 Not to Occupy more than 601 (six hundred and one) of the Dwellings at the Development until the 1st (first) instalment of the Healthcare Contribution in the sum of £906,477 (nine hundred and six thousand four hundred and seventy seven pounds) has been paid.

15.3 To pay to the District Council on or before the Occupation of the 1000th (one thousandth) Dwelling at the Development the final instalment of the Healthcare Contribution in the sum of £906,477 (nine hundred and six thousand four hundred and seventy seven pounds).

15.4 Not to Occupy more than 1001 (one thousand and one) of the Dwellings at the Development until final instalment of the Healthcare Contribution in the sum of £906,477 (nine hundred and six thousand four hundred and seventy seven pounds) has been paid.

16. **Healthcare and Land Contribution**

Where the Healthcare Land Notice is served in accordance with paragraph 4.1 of the Second Schedule the following paragraphs shall apply and paragraph 15 of this Schedule shall not apply:

16.1 To pay to the District Council on or before the Occupation of the 601st (six hundred and first) Dwelling at the Development 50% (fifty percent) of the Healthcare and Land Contribution.

16.2 Not to Occupy more than 601 (six hundred and one) Dwellings at the Development until 50% (fifty percent) of the Healthcare and Land Contribution has been paid.

16.3 To pay to the District Council on or before the Occupation of the 1000th (one thousandth) Dwelling at the Development the remaining 50% (fifty percent) of the Healthcare and Land Contribution.

16.4 Not to Occupy more than 1001 (one thousand and one) Dwellings at the Development until the Healthcare and Land Contribution has been paid in full.

17. **Ford Railway Bridge Contribution**

To pay to the District Council the Ford Railway Bridge Contribution within 30 (thirty) Working Days of receipt by the Owners of written notice from the District Council that the Ford Railway Bridge Survey has been commissioned and provided always that such written confirmation is received by the Owners within 3 (three) years of the date of this Agreement.

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FOURTH SCHEDULE

SPORTS PITCHES AND CHANGING FACILITIES

Definitions

In this Fourth Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"Certificate of Building Practical Completion"	means a certificate issued by the employer's agent, architect or contract administrator (as appropriate) appointed by the Owners confirming that the Changing Facilities are practically complete.
"Changing Facilities"	means the changing facilities to be provided by the Owners for use in connection with the Sports Pitches which shall be provided in accordance with the Changing Facilities Specification.
"Changing Facilities Specification"	a stand-alone building containing 2 (two) changing rooms including showers, toilets, clothes hooks and changing benches to be provided by the Owners on the Sports Pitches Land the exact location and detailed specification of which shall be prepared in accordance with relevant Sport England guidance and approved by the District Council as part of a Reserved Matters Approval.
"Changing Facilities and Sports Pitches Maintenance Contribution"	means the sum of £684,140 (six hundred and eighty four thousand one hundred and forty pounds) Index Linked for the future maintenance and management of the Sports Pitches Changing Facilities.
"Sports Pitches"	means the provision of two natural grass football pitches (size requirement of 3.2ha) to be provided by the Owners on the Sports Pitches Land in accordance with Sport England and FA guidance and a Reserved Matters Permission.

"Sports Pitches Land"	the area of land within the Development upon which the Sports Pitches shall be provided the exact location of which shall be determined by a Reserved Matters Permission.
"Sports Pitches Scheme"	means a scheme to be submitted to and approved by the District Council in accordance with the Phasing Strategy submitted in accordance with the Planning Permission.

1 The Owners covenant with the District Council that they shall not Commence Development of a Phase which contains the Changing Facilities and/or Sports Pitches Land unless and until the location and parameters of the Changing Facilities and Sports Pitches Land (if provided) within that Phase have been submitted to and approved in writing by the District Council.

2 **Transfer of facilities**

The Owners covenant with the District Council that they will:

2.1 Prior to Commencement of a Phase containing the Changing Facilities and Sports Pitches Land serve the District Council with a written notice setting out the anticipated timescale for delivery of the Changing Facilities and Sports Pitches Land in that Phase to the District Council.

2.2 Following the issue of the Certificate of Building Practical Completion for the Changing Facilities and confirmation of completion in accordance with Clause 20 for the Sports Pitches, the Owners shall offer to transfer the Changing Facilities and Sports Pitches to the District Council in accordance with the terms of paragraphs 4 and 5 below.

3 **Changing Facilities and Sports Pitches**

The Owners covenant with the District Council:

3.1 Not to cause or permit the Occupation of more than 500 (five hundred) Dwellings until an application for Reserved Matters Approval has been submitted to the District Council for the Changing Facilities to include a detailed specification and design that accords with the Changing Facilities Specification; and

3.2 Unless otherwise agreed in writing by the District Council the Owners shall not cause or permit the Occupation of more than 750 (seven hundred and fifty) Dwellings until the

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Changing Facilities have been completed in accordance with any conditions on the Planning Permission and the relevant Reserved Matters Approval and in accordance with the Changing Facilities Specification and which shall be evidenced by the issue of a Certificate of Building Practical Completion.

3.3 Not to cause or permit the Occupation of more than 500 (five hundred) Dwellings until the Sports Pitches Scheme for the provision of Sports Pitches on the Sports Pitches Land has been submitted to and approved in writing by the District Council.

3.4 Not to cause or permit Occupation of more than 750 (seven hundred and fifty) Dwellings until the Sports Pitches have been provided and laid out in accordance with the approved Sports Pitches Scheme any conditions on the Planning Permission and the relevant Reserved Matters Approval.

3.5 Upon completion of the laying out of the Sports Pitches the Owners shall seek confirmation of completion in accordance with Clause 20.

4 Following the issue of a Certificate of Building Practical Completion for the Changing Facilities and confirmation of completion in accordance with Clause 20 for the Sports Pitches, the Owners will offer to transfer the unencumbered freehold of the Changing Facilities and Sports Pitches to the District Council in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and pay to the District Council the Changing Facilities and Sports Pitches Maintenance Contribution on completion of the transfer.

5 Unless otherwise agreed in writing by the District Council the Owners shall not cause or permit the Occupation of more than 1,000 (one thousand) Dwellings until the transfer referred to in Paragraph 4 above has been executed by the Owners and delivered to the District Council.

FIFTH SCHEDULE

OPEN SPACE AND PLAY

Definitions

In this Fifth Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"LAP/LAPs"	means the 6 (six) local areas of play to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that each LAP shall consist of an activity area of no less than 100 (one hundred) m^2.
"LEAP/LEAPs"	means the 3 (three) local equipped areas of play (to include a minimum of 6 (six) inclusive and accessible play experiences) to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that each LEAP shall consist of an activity area of no less than 400 (four hundred) m^2.
"LEAP Commuted Sum"	the sum of £1,500 (one thousand five hundred pounds) x 20 (twenty) years (therefore being £30,000 (thirty thousand pounds)) Index Linked per LEAP for the future maintenance and management of the LEAP
"Management Company"	means a limited company or companies registered at Companies House, Community Benefit Society or other incorporated organisation which may already exist or which may be formed after the date of this Agreement for the purposes of carrying out future maintenance of the Play Areas and Open Space the details of which have been provided to the District Council which satisfy the District Council that: 1. it is incorporated in England and Wales or Scotland;

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2. it has a registered office in England or Scotland;
3. its primary objects permit it to maintain and renew the Play Areas and Open Space;
4. it will be properly funded and able to undertake its management and maintenance obligations.

"MUGA"	means the 1 (one) multi use games area to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that the MUGA shall consist of an activity area of no less than 800 (eight hundred) m^2.
"MUGA Commuted Sum"	the sum of £1,500 (one thousand five hundred pounds) x 20 (twenty) years (therefore being £30,000 (thirty thousand pounds)) Index Linked per MUGA for the future maintenance and management of the MUGA.
"NEAP"	means the 1 (one) neighbourhood equipped area of play to be provided by the Owners as part of the Development and in a location to be determined by a Reserved Matters Permission and for the avoidance of doubt it is agreed that the NEAP shall consist of an activity area of no less than 998.56 (nine hundred and ninety eight point fifty six) m^2.
"NEAP Commuted Sum"	the sum of £1,500 (one thousand five hundred) x 20 (twenty) years (therefore being £30,000 (thirty thousand pounds)) RPI Index Linked per NEAP for the future maintenance and management of the NEAP.

"Open Space"	means those areas of open space and amenity space to be provided within the Development the approximate location of which is to be shown on the plan labelled "S106 – OPEN SPACE PLAN" at Appendix 11 or such other areas as the District Council may approve in writing to be laid out in accordance with the Open Space Scheme approved by the District Council and which FOR THE AVOIDANCE OF DOUBT shall exclude the Play Areas.
"Open Space Maintenance Commuted Sum"	means the sum of £11.23 (eleven pounds and twenty three pence) per m^2 to be paid by the Owner to the District Council if the Open Space is transferred to the District Council in accordance with this Schedule.
"Open Space Scheme"	means a scheme to be submitted to and approved by the District Council in accordance with tthis Schedule setting out:

1. the proposed timetable and programme for delivery of any Open Space within a Reserved Matters Area by reference to the Occupation of a certain number of Dwellings within that Reserved Matters Area or such other alternative trigger points for delivery of the scheme as may be approved by the District Council in writing when approving the scheme, and

2. a maintenance and management plan for any Open Space within a Reserved Matters Area to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an Owner, a Management Company or some other body or organisation; and details of the circumstances in which the Open Space may be closed to the public for maintenance, management, health and safety, and other reasons.

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"Parish Council"	means Ford Parish Council of Yapton and Ford Village Hall Main Road Yapton West Sussex BN18 0ET and in the event that Ford Parish Council should cease to exist any successor body to its functions provided that should Ford Parish Council become an independent body again after having ceased to exist previously the phrase "Parish Council" shall once again mean Ford Parish Council.
"Play Areas"	means the LEAPs and/or LAPs and/or NEAP and/or MUGA the number and location of which are to be identified by the Phasing Strategy and as approved by a relevant Reserved Matters Approval for each Reserved Matters Area.
"Play Areas Scheme"	means a scheme to be submitted to and approved by the District Council in accordance with the Phasing Strategy submitted in accordance with the Planning Permission.
"Play Areas Commuted Sum"	means the LEAP Commuted Sum and/or NEAP Commuted Sum and/or MUGA Commuted Sum as applicable to the Play Areas that provided within a Reserved Matters Area.

1 **Open Space**

Unless otherwise agreed in writing by the District Council the Owners covenant with the District Council:

1.1 The Owners shall ensure that each Reserved Matters Application shall identify any Open Space to be provided within the area of the Land covered by that application.

1.2 Not to Commence Development on any Reserved Matters Area which contains Open Space until the Open Space Scheme for the provision of any Open Space within that Reserved Matters Area has been submitted to and approved in writing by the District Council

1.3 Not to cause or permit Occupation of 80% (eighty percent) of the Dwellings in the relevant Reserved Matters Area until the Open Space for that Reserved Matters Area has been provided and laid out in accordance with the approved Open Space Scheme any conditions on the Planning Permission and the relevant Reserved Matters Approval.

1.4 Upon completion of the laying out of the Open Space for the relevant Reserved Matters Area, the Owners shall seek confirmation of completion in accordance with Clause 20.

1.5 Within 20 (twenty) Working Days of confirmation of completion in accordance with Clause 20 for the Open Space in the relevant Reserved Matters Area:

1.5.1 the Owners will offer to transfer the unencumbered freehold of the Open Space in the relevant Reserved Matters Area/s to the Approved Community Body in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Approved Community Body such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and pay to the District Council or the Open Space Maintenance Commuted Sum for the relevant Reserved Matters Area/s on completion of the transfer and this offer shall remain open for acceptance for no less than 1 (one) month from the date of the offer being made (the "**Offer Period**")

1.5.2 in the event the offer made in accordance with paragraph 1.5.1 is not accepted within the Offer Period the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Open Space in the relevant Reserved Matters Area/s to the District Council or the Parish Council (or as the District Council may direct) in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or the Parish Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and pay to the District Council the Open Space Maintenance Commuted Sum for the relevant Reserved Matters Area/s on completion of the transfer; or

1.5.3 the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Open Space in the relevant Reserved Matters Area/s to the Management Company in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and FOR THE AVOIDANCE OF DOUBT the Open Space Maintenance Commuted Sum is not payable if the Open Space is transferred to the Management Company.

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1.6 The Owners shall not cause or permit:

1.6.1 the Occupation of more than 90% (ninety percent) of Dwellings on any Reserved Matters Area containing Open Space until the transfer referred to in paragraph 1.5 above has been executed by the Owners and delivered to the District Council Parish Council the Approved Community Body or Management Company (as appropriate); or

1.6.2 the Occupation of more than 1,400 (one thousand four hundred) Dwellings where all the Open Space within the Development is to be transferred together to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate) until the transfer referred to in paragraph 1.5 above for all the Open Space has been executed by the Owners and delivered to the District Council the Parish Council or Management Company (as appropriate).

2 **Play Areas**

2.1 The Owners shall ensure that each Reserved Matters Application shall identify any Play Areas to be provided within the area of the Land covered by that application.

2.2 Not to Commence Development of any Reserved Matters Area which is to include a Play Area until a Play Areas Scheme for that Reserved Matters Area has been submitted to and approved in writing by the District Council.

2.3 Not to cause or permit Occupation of 80% (eighty percent) of the Dwellings in the relevant Reserved Matters Area until the identified Play Areas have been provided and laid out in accordance with the approved Play Areas Scheme any conditions on the Planning Permission and the relevant Reserved Matters Approval.

2.4 The Owners covenant with the District Council that after the Play Areas for that Reserved Matters Area have been laid out they will not use the Play Areas in that Reserved Matters Area or cause or permit the Play Areas in that Reserved Matters Area to be used for any purpose other than as a children's play area.

2.5 Upon completion of the laying out and landscaping of any Play Area in the relevant Reserved Matters Area, the Owners shall seek confirmation of completion in accordance with Clause 20.

2.6 Within 20 (twenty) Working Days of confirmation of completion in accordance with Clause 20 for each Play Area in the relevant Reserved Matters Area:

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2.6.1 the Owners will offer to transfer the unencumbered freehold of that Play Area for that Reserved Matters Area/s to the District Council the Parish Council or the Approved Community Body (or as the District Council may direct) in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council the Parish Council or the Approved Community Body such transfer to be with full title guarantee, vacant possession on completion and pay to the District Council the respective Play Areas Commuted Sum for that Reserved Matters Area/s on completion of the transfer and this offer shall remain open for acceptance for no less than 1 (one) month from the date of the offer being made (the "Offer Period");

2.6.2 in the event the offer made in accordance with paragraph 2.6 is not accepted within the Offer Period the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of the Play Area for that Reserved Matters Area/s to the District Council or the Parish Council (or as the District Council may direct) in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or the Parish Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and pay to the District Council the Play Areas Commuted Sum for the relevant Reserved Matters Area/s on completion of the transfer; or

2.6.3 the Owners will (at their absolute discretion) offer to transfer the unencumbered freehold of that Play Area for that Reserved Matters Area to the Management Company in consideration of the sum of £1.00 (one pound) but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all reasonable times and FOR THE AVOIDANCE OF DOUBT the Play Areas Commuted Sum is not payable if a Play Area is transferred to the Management Company.

2.7 The Owners shall not cause or permit:

2.7.1 the Occupation of more than 90% (ninety percent) of the Dwellings on any Reserved Matters Area containing a Play Area until the transfer referred to in paragraph 2.6 above for all the Play Areas on that Reserved Matters Area has been executed by the Owners and delivered to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate), or

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2.7.2 the Occupation of more than 1,400 (one thousand four hundred) Dwellings where all the Play Areas within the Development are to be transferred together to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate) until the transfer referred to in paragraph 2.6 above for all the Play Areas has been executed by the Owners and delivered to the District Council the Parish Council the Approved Community Body or Management Company (as appropriate).

SIXTH SCHEDULE

PRIMARY EDUCATION

Definitions

In this Sixth Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"Education Facility"	means a facility compliant with DfE specification Building Bulletin 103 'Guidelines for Mainstream Schools' and the West Sussex Design Guide for Primary Schools and the West Sussex Design Guide for External Spaces comprising a primary school requirement for completion of two forms of entry, which if Part A of the Sixth Schedule applies will need to include ICT and furniture and equipment so that it is a turn key facility, and for the early years requirements to be designed to fulfil the requirement for early years provision for 0-5 year olds including 2 (two) classrooms and ancillary accommodation to include but not be limited to office, staff space, kitchen area, own toilets, including an accessible toilet and space for nappy changing and a special support centre requirement of 2 (two) classrooms and a break-out space on the ground floor along with car parking to be provided in accordance with the relevant West Sussex County Council Car Parking standards that apply at the time of submission to be Provided on the Education Facility Site in accordance with paragraph 1 of this Sixth Schedule of this Agreement.
"Education Facility Contribution"	means if paragraph 1.5 of this Schedule is applicable the total sum of £13,600,000.00 (thirteen million and six hundred thousand pounds) Index Linked being comprised of: * £900,000 (nine hundred thousand pounds) towards providing a facility for special educational needs at the new 2FE primary school in Ford

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- £2,100,000 (two million and one hundred thousand pounds) towards the provision of a new nursery facility at the new primary school in Ford;
- £10,600,000 (ten million and six hundred thousand pounds) towards the provision of a new 2FE primary school in Ford

to be paid to the County Council in accordance with the provisions of paragraph 1 of this Schedule to be applied towards the provision of the Education Facility;

"Education Facility Development Agreement" means the agreed development agreement substantially in the form with such amendments as the parties may reasonably agree annexed to this agreement as Appendix 12 to be entered into between the Developer (1) and the County Council (2) for the construction and delivery of the Education Facility if Part A of the Sixth Schedule applies;

"Education Facility Land Transfer" means the agreed transfer of part (TP1) to be made between the Owner (1) and the County Council (2) for the Education Facility Site substantially in the form with such amendments as the parties may reasonably agree annexed to this Agreement as Appendix 13;

"Education Facility Scheme" means a scheme (which may be amended from time to time with the approval of the County Council) and which identifies:

1. the precise location and layout of the Education Facility;
2. the specification for the Education Facility, in accordance with the DfE specification Building Bulletin 103 – "Guidelines for mainstream schools", the West Sussex Design Guide for Primary Schools and the West Sussex Design Guide for External Spaces; and

3. the arrangements proposed to be put in place for the subsequent transfer of the Education Facility to the County Council

to be approved by the County Council pursuant to paragraph 1 of this Schedule;

"Education Facility Site" means a site area of 2.1653 ha being calculated as follows:

- 0.0239ha (SEND provision)
- 0.1374ha (Early Years provision)
- 2.004ha (Primary provision)

in the location shown shaded dark blue and labelled Primary School Plan on the plan at Appendix 14 with drawing no. RG-M-153 Rev B or in such other minor varied location that may be agreed in writing between the Owner and the District Council in consultation with the County Council;

"Practical Completion" means the stage when the Education Facility as the case may be has been constructed and fitted out and is ready for Occupation and "**Practically Completed**" shall be construed accordingly;

"Provide" means in the case of the Education Facility to be designed and built in accordance with the Education Facility Development Agreement and "**Provided**" shall be construed accordingly;

"Serviced" means the following that are to be provided adjacent to the boundary of and for the benefit of the Education Facility Site:

(1) conduits, easements and appropriate connection rights for:

(a) a mains water supply;

(b) a mains electricity supply;

(c) a telephone;

(d) a foul sewer connecting to a public foul water sewer, and surface water sewer (where required);

(2) highway access to binder course level by means of such carriageways footpaths and footways as are reasonably required by the District Council or the County Council as the case may be the same being constructed to the reasonable satisfaction of the County Council to the intent that these services shall be sufficient to serve the Education Facility Site and the Healthcare Land as the case may be;

and "**Services**" shall be construed accordingly;

The Owners covenant with the County Council as follows:

1. **Education Facility**

1.1 The Owners will safeguard and retain as a cleared site from Commencement of Development the Education Facility Site for the Education Facility PROVIDED THAT it is agreed that the Owners the County Council and the District Council may acting reasonably agree in writing minor amendments to the location of the Education Facility Site within the Land and if such alternative location is agreed then the Owners will safeguard and retain that location as a cleared site from the Commencement of Development for the Education Facility.

1.2 Prior to the Occupation of the 50th (fiftieth) Dwelling the Owners shall notify the County Council in writing as to whether, either:

1.2.1 It elects to construct the Education Facility in lieu of payment of the Education Facility Contribution in which case the provisions of Part A of paragraph 1 of this Sixth Schedule shall apply, or

1.2.2 It elects to pay the Education Facility Contribution in lieu of constructing the Education Facility in which case the provisions of Part B of paragraph 1 of this Sixth Schedule shall apply

1.3 There shall be no Commencement of Development of that Phase within which the Education Facility is to be Provided until:

1.3.1 the precise boundaries and boundary treatment for the Education Facility Site have been agreed by the County Council in consultation with the District Council and Owners; and

1.3.2 The Owners have notified the County Council in writing as to whether, either:

(a) It elects to construct the Education Facility in lieu of payment of the Education Facility Contribution, in which case the provisions of Part A of paragraph 1 of this Sixth Schedule shall apply; or

(b) It elects to pay the Education Facility Contribution in lieu of constructing the Education Facility in which case the provisions of Part B of paragraph 1 of this Sixth Schedule shall apply.

PART A

The Owner elects to construct the Education Facility on the Education Facility Site

1.4 If the Owners elect to construct the Education Facility which for the avoidance of doubt means that Part B of this Sixth Schedule shall not apply, then unless otherwise agreed in writing with the County Council:

1.4.1 The Owners shall submit a Reserved Matters Application to the District Council and shall not commence construction of the Education Facility until it has received approval of the Reserved Matters Application from the District Council.

1.4.2 The Owners shall submit with its election the Education Facility Scheme to the County Council for its approval PROVIDED THAT for the avoidance of doubt the Education Facility Scheme shall be for the Education Facility to accommodate a 2 (two) form of entry primary school with a special educational needs and early years requirement (including the hall, staff facilities, group rooms, kitchen/dining area and any other general facilities).

1.4.3 Within 40 (forty) Working Days (or within such other reasonable time period of not more than an additional 20 (twenty) Working Days that the County Council may reasonably require and which it notifies the Owners of within the said 40 (forty) Working Day period) of the County Council receiving from the Owners the Education

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Facility Scheme the County Council shall notify the Owners in writing of the County Council's approval to the Education Facility Scheme proposed by the Owners or will provide in writing its proposed amendments to the Education Facility Scheme pursuant to which the Owners shall submit a revised Education Facility Scheme incorporating those amendments that acting reasonably are agreed.

1.4.4 Within 20 (twenty) Working Days (or such other reasonable period of time that may be agreed in writing between the parties) of receipt of the County Council's approval to the Education Facility Scheme pursuant to paragraph 1.4.3 of this Schedule the Owners shall enter into the Education Facility Development Agreement with such variations as are reasonably required and agreed between the parties and are necessary pursuant to the approved Education Facility Scheme.

1.4.5 The Owners will Provide the Education Facility (which for the avoidance of doubt shall be designed and built in full accordance with the Education Facility Development Agreement) PROVIDED THAT it is agreed and acknowledged that the Education Facility shall be Practically Completed prior to the Occupation of the 750th (seven hundred and fiftieth) Dwelling.

1.4.6 Not to allow Occupation of the 751st (seven hundred and fifty first) Dwelling to occur until:

1.4.6.1 the Education Facility has been Practically Completed in accordance with the Education Facility Scheme, and

1.4.6.2 the Owners have duly executed the transfer for the Education Facility together with the Education Facility Site as a deed and delivered this to the County Council within 20 (twenty) Working Days (or such other period of time that may be agreed in writing between the County Council and the Owners) of Practical Completion of the Education Facility

1.4.7 The transfer referred to in paragraph 1.4.6.2 of this Schedule shall be in the form of the Education Facility Land Transfer.

1.4.8 The Education Facility and the Education Facility Land shall be transferred with full title guarantee, with vacant possession, clear of rubbish and building materials, in a condition which is in accordance with the condition of the Form B Education Site Suitability Checklist appended at Appendix 15 and free of charges, notices and Land Registry restrictions.

1.4.9 The Education Facility and the Education Facility Land shall be transferred:

(a) at a level relative to the adjoining boundaries and infrastructure around it; and

(b) with the physical capability for vehicles and pedestrians to reach the public highway from the Education Facility Land safely from construction access to allow secure passage of vehicles and pedestrians to the Education Facility on opening; and

(c) with all necessary Services and infrastructure to permit the Education Facility to be used as a 2 (two) form entry primary school, a nursery and a special support centre.

1.4.10 Where the Education Facility Land Transfer and Education Facility Development Agreement have been duly executed by the Owners and delivered to the County Council in accordance with the provisions of paragraph 1.4.4 and 1.4.6.2 the restrictions on Occupations in paragraph 1.4.5 and 1.4.6 shall cease to apply.

PART B

The Owner elects not to construct the Education Facility on the Education Facility Site

1.5 If the Owners elect not to construct the Education Facility, which for the avoidance of doubt means that Part A of this Sixth Schedule shall not apply, then unless otherwise agreed in writing with the County Council:

1.5.1 the Owners shall not allow Occupation of the 501st (five hundred and first) Dwelling to occur until:

1.5.1.1 the Owners have duly executed the transfer for the Education Facility Site as a deed and delivered this to the County Council.

1.5.2 the transfer referred to in paragraph 1.5.1.1 of Part B of this Schedule shall be in the form of the Education Facility Land Transfer in the form attached to this Agreement as Appendix 13;

1.5.3 the Education Facility Site shall be transferred to the County Council:

(a) Serviced;

(b) at nil value;

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(c) with full title guarantee;

(d) in a condition which is in accordance with the conditions of the Form B Education Site Suitability Checklist appended at Appendix 15; and

(e) free of charges, notices and Land Registry restrictions

1.5.4 to pay to the County Council the Education Facility Contribution as follows:

(a) £4,533,333 (four million five hundred and thirty three thousand three hundred and thirty three pounds) being the 1st (first) instalment of the Education Facility Contribution on or before Occupation of the 150th (one thundred and fiftieth) Dwelling;

(b) £4,533,333 (four million five hundred and thirty three thousand three hundred and thirty three pounds) being the 2nd (second) instalment of the Education Facility Contribution on or before Occupation of the 300th (three hundredth) Dwelling; and

(c) £4,533,334 (four million five hundred and thirty three thousand three hundred and thirty four pounds) being the final instalment of the Education Facility Contribution on or before Occupation of the 450th (four hundred and fiftieth) Dwelling.

1.5.5 Not to allow:

(a) Occupation of the 150th (one hundred and fiftieth) Dwelling to occur until the 1st (first) instalment of the Education Facility Contribution shall have been paid to the County Council;

(b) Occupation of the 300th (three hundredth) Dwelling to occur until the 2nd (second) instalment of the Education Facility Contribution shall have been paid to the County Council.

(c) Occupation of the 450th (four hundred and fiftieth) Dwelling to occur until the 3rd (third) instalment of the Education Facility Contribution shall have been paid to the County Council.

1.5.6 Where the Education Facility Land Transfer has been duly executed as a deed by the Owners and delivered to the County Council in accordance with the provisions of paragraph 1.5.1.1 of this Schedule the restriction on Occupations in paragraph 1.5.1 shall this Schedule shall cease to apply

SEVENTH SCHEDULE

CUSTOM BUILD

Definitions

In this Seventh Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"Custom-Build Plots Scheme"	means the scheme to be submitted in accordance with this Schedule and which shall include the following in relation to the Development: (a) the location of the Custom-Build Plots; (b) confirmation of the number of Custom-Build Plots to be provided across the Development shall be thirty (30), and (c) the minimum plots sizes for the Custom Build Plots
"Custom-Build Plots"	means land on which it is intended a dwelling will be provided which meets the definition at Section 1(A1) and Section 1(A2) of the Self-build and Custom Housebuilding Act 2015 and "**Custom-Build Plot**" shall mean one such.
"Custom-Build Units"	a dwelling that is constructed as a custom-build unit in accordance with the Planning Permission, the relevant Reserved Matters Approval and the Custom-Build Plots Scheme on a Custom-Build Plot and "**Custom-Build Unit**" shall mean one such.
"Marketing Period"	means the period of 12 (twelve) months from the Commencement of Development of the relevant Phase(s) intended to deliver Custom-Build Plots.

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"**Marketing Strategy**"	the strategy to be followed during the Marketing Period for the purposes of marketing the Custom-Build Plots for freehold disposal to prospective purchasers and which shall include but is not limited to: (a) preparing detailed particulars of the Custom-Build Plots to be advertised locally and regionally; (b) placing adverts online and in local/regional newspapers; (c) details of the pricing mechanism and such information required to satisfy the Council the proposed freehold disposal price is reasonable and achievable; (d) appointing appropriate local estate agents; and (e) including the Custom-Build Plots in marketing and advertising for the sale of the Market Dwellings.
"**Serviced**"	means access from the relevant Custom-Build Plot to public or private highways to an adoptable standard is provided along with utilities/services connection (including electricity, water and waste water) to the relevant Custom-Build Plot boundary

Unless otherwise agreed in writing by the District Council, the Owners covenant with the District Council:

Custom-Build Plots Scheme

1. To submit as part of the Phasing Strategy the Custom-Build Plots Scheme for approval in writing by the District Council.

2. Not to Commence any Phase containing Custom-Build Plots until the Owners has obtained the approval of the Custom-Build Plots Scheme for that Phase, such approval not to be unreasonably withheld or delayed.

Provision and use of Custom-Build Plots

3. To provide the Custom-Build Plots as part of the Development:

   (a) in a Serviced state; and

(b) in accordance with the approved Custom-Build Plots Scheme.

4. Not to cause or permit Occupation of more than 75% (seventy five percent) of the Market Dwellings in a Phase containing Custom-Build Plots unless and until all of the Custom-Build Plots have been:

(a) laid out;
(b) in a Serviced state; and
(c) provided in accordance with this Agreement and the approved Custom-Build Plots Scheme

PROVIDED THAT where Paragraph 8(b) applies any further marketing period shall not prevent further Occupation of the Market Dwellings.

5. Not to cause or permit the sale, use or Occupation of the Custom-Build Plots other than as Custom-Build Units, unless otherwise approved in writing by the District Council pursuant to Paragraph 9(a).

Terms of Disposal

6. To act reasonably and in good faith throughout the marketing and negotiation of the disposal of the Custom-Build Plots to purchasers.

7. The disposal of each Custom-Build Plot shall be:

(a) transferred for the purpose of developing a Custom-Build Unit;
(b) disposed of in a Serviced state; and
(c) in accordance with the information approved by the District Council as part of the Marketing Strategy.

Release

8. If at the expiration of the Marketing Period any Custom-Build Plots have not been disposed of, the Owners shall:

(a) provide evidence to the District Council that the approved Marketing Strategy has been carried out for the Marketing Period;
(b) provide evidence to the District Council that it has acted reasonably in any negotiations for the disposal of the remaining Custom-Build Plots; and
(c) promptly provide to the District Council any further evidence that the District Council reasonably requires.

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9. Upon receipt of the evidence provided at Paragraph 8 above, the District Council shall in writing either:

(a) if it is satisfied with the evidence provided, the District Council shall confirm that the Owners shall no longer be required to comply with the obligations in this Schedule for the remaining plot(s) to be provided as Custom-Build Plots and shall be free to develop them as Market Dwellings; or

(b) if it is not satisfied with the evidence provided, the District Council may require a reasonable extension to the Marketing Period up to a further 12 (twelve) months.

10. Where Paragraph 9(b) applies, the Owners shall continue to market and advertise the availability for disposal of the Custom-Build Plots in accordance with the approved Custom-Build Plots Scheme for the further reasonable period as set out by the District Council in writing.

11. Upon the expiration of the further period(s) of marketing as required by Paragraph 9(b), the provisions of this Schedule shall cease to apply to the Owners, the Owners shall no longer be required to comply with the obligations in this Schedule for the remaining plot(s) to be provided as Custom-Build Plots and shall be free to develop them as Market Dwellings.

EIGHTH SCHEDULE

HIGHWAY WORKS

Definitions

In this Eighth Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"All Requisite Consents"	means all requisite consents, orders, agreements, authorisations, licences and permissions required to implement the Highway Works and shall include, without limitation, the requirement to enter into any required agreement with the County Council pursuant to sections 278/38 of the Highways Act 1980.
"B2233/ North End Road Improvement"	means those works to the B2233/ North End Road as shown on drawing GA-026 Rev B at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Bilsham Road/ B2233 Improvement"	means those works to Bilsham Road/ B2233 as shown on drawing GA-027 Rev C at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Church Lane Pedestrian/Cycle Connection"	means those works to Church Lane Pedestrian/Cycle Connection as shown on drawing GA-600 Rev A at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Climping S106 Agreement"	means the agreement dated 3 September 2018 between Constatine Edmund Walter Phipps & Lady Lepel Sophia Kornicka & Edmund Barnabus Kornicki (1) Christopher Wiltshire & Graham Piers Bailey (2) Susan Bridget Burdin & Timothy John Ross & Annabel Jane Morris (3) Martin Peter Thorington Burn & Catherine Lois Short (4) Judith Marian Stemp (5) Mulgrave Properties LLP (6) Arun District Council (7) and West Sussex County Council (8).
"Employment Zone"	means the area of the Land which is identified for employment use shown for the purposes of identification only coloured purple

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	on the Land Use and Density Parameter Plan annexed to this Agreement at Appendix 16.
"Employment Zone Travel Plan"	means a travel plan which is to apply to the development of the Employment Zone and designed to meet the objectives set out in the Framework Travel Plan in Appendix 18 which is to be prepared and approved in accordance with this Schedule.
"Employment Zone Travel Plan Co-Ordinator"	means the person appointed by the Owners responsible for securing the implementation of the Employment Zone Travel Plan.
"Employment Zone Travel Plan Monitoring Fee"	means a sum of £3,500 (three thousand five hundred pounds) Index Linked payable to the County Council for monitoring the delivery of the Employment Zone Travel Plan over the lifetime of the Development.
"Employment Zone Unit"	means a commercial unit to be constructed on the Employment Zone pursuant to the Planning Permission.
"Footpath 206 Connection"	means those works to connect footpath 206 to Ford Road as shown on drawing GA-400 Rev A at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Ford Lane Access"	means the roundabout junction access on to Ford Lane as shown indicatively on drawing GA-004 Rev B at Appendix 10.
"Ford Lane Access Works"	means those works to the Ford Lane Access as shown on drawing GA-004 Rev B at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Ford Road Access"	means the access on Ford Road as shown indicatively on drawing GA-066 at Appendix 10.
"Ford Road Access Works"	means those works to the Ford Road Access as shown on drawing GA-066 at Appendix 10 or such other works as otherwise agreed in writing by the County Council.

"Ford Lane Pedestrian Connection"	means those works to the Ford Lane pedestrian connection as shown on drawing GA-054 Rev A at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Ford Lane/ North End Road Improvement"	means those works to Ford Lane/ North End Road as shown on drawing GA-028 Rev C at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Ford Road Cycle Scheme Works"	means those works to the Ford Road cycle scheme as shown on drawings GA-006 Rev B, GA-007 Rev B, GA-008 Rev A, GA-009 Rev A & GA-010 Rev B at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Highway Agreement"	means an agreement made under section 278 of the Highways Act 1980 between the Owners and the County Council and / or Highways England as the case may be.
"Highway Works"	means the provision of the following on land that is part of the Land or existing public highway: Yapton Road Access, Ford Lane Access, Ford Road Access, Ford Lane/North End Road Improvement, B2233/North End Road Improvement, Bilsham Road/B2233 Improvement, Ford Lane Pedestrian Connection, Horsemere Green Lane Pedestrian Access and Bus Infrastructure Improvements, Church Lane Pedestrian Cycle Connection, Rollaston Park/Burndell Road Pedestrian and Bus Infrastructure Improvements, Yapton Cycle Route Improvements, Ford Road Cycle Scheme Works, Footpath 206 Connection, Public Rights of Way and On-Site Bus Provision.
"Highway Works Scheme"	means a scheme for the Highway Works and submitted in accordance with paragraph 2 of this Schedule.
"Horsemere Green Lane Pedestrian Access and Bus Infrastructure Improvements"	means those works to the Horsemere Green Lane Pedestrian Access s shown on drawing GA-058 Rev B at Appendix 10 or such other works as otherwise agreed in writing by the County Council.

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"Land Use and Density Parameter Plan"	means the plan marked with drawing no. RG-M-123 Rev L attached a Appendix 16.
"Occupational Trigger"	means the occupational trigger for delivery of the relevant Highway Works set out at paragraph 1 below.
"On Site Bus Provision"	means the provision of a 30 (thirty) minute frequency service between Barnham and Littlehampton that routes through the landings and provides access to Barnham Railway Station; or the diversion of the 700 coastliner route through the Land in addition to a 30 (thirty) minute frequency morning and evening peak period shuttle service between the landings and Barnham Railway Station.
"Public Rights of Way"	means the upgrading of public rights of way 363 and 366 to bridleway status which shall include a width of 3 (three) metres and appropriate surface as shown on drawing Ford Airfield Footpath Improvement Plan – Figure 1 at Appendix 17.
"Rollaston Park/Burndell Road Pedestrian and Bus Infrastructure Improvements"	means those pedestrian improvement works to Rollaston Park/Burndell Road as shown on drawing GA-041 Rev A, GA-200, GA-201 Rev A, GA-202 Rev A, GA-203 Rev A and GA-204 at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Stage 2 and Stage 3 Safety Audits"	means in respect of a Stage 2 Safety Audit a road safety audit to be undertaken at the completion of detailed design prior to implementation of the scheme and in respect of a Stage 3 Safety Audit a road safety audit to be undertaken once the highway scheme is substantially complete but prior to the works being open to road users.
"Travel Plan"	means the travel plan (which for the avoidance of doubt does not cover the Employment Zone) which is to be developed from the framework travel plan attached at Appendix 18 which is to be submitted for final approval by the County Council in accordance with this Schedule.

"Travel Plan Monitoring Fee"	means a sum of £5,000 (five thousand pounds) Index Linked payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development.
"Travel Plan Co-Ordinator"	means the person appointed by the Owners responsible for securing the implementation of the Travel Plan.
"Yapton Cycle Route Improvements"	means those works to Yapton Cycle Route as shown on drawing GA-059, GA-060 and GA-061 at Appendix 10 or such other works as otherwise agreed in writing by the County Council.
"Yapton Road Access Works"	means those works to the Yapton Road Access as shown on drawing GA-001 Rev E at Appendix 10 or such other works as otherwise agreed in writing by the County Council.

1. Unless otherwise agreed in writing by the County Council the Owners hereby covenant and agree with the County Council to provide the Highway Works prior to the Occupational Trigger for the relevant Highway Works:

Highway Works	**Occupational Trigger**
Yapton Road Access	Either:
	(a) Prior to Occupation of the 1st (first) Dwelling on the Land where the Phasing Strategy identified build out from the south
	(b) Prior to Occupation of the 501st (five hundred and first) Dwelling on the Land where the Phasing Strategy identified build out from the north.
Ford Lane Access	Either:
	(a) Prior to Occupation of the 1st (first) Dwelling on the Land where the Phasing Strategy identified build out from the north
	(b) Prior to Occupation of the 501st (five hundred and first) Dwelling on the Land where the Phasing Strategy identified build out from the south.

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Ford Road Access Works	Prior to commencement of development of any commercial unit to be constructed on the Employment Zone.
Ford Lane/North End Road Improvement	Prior to Occupation of the 751st (seven hundred and fifty first) Dwelling on the Land to be Occupied.
B2233/North End Road Improvement	Prior to Occupation of the 501st (five hundred and first) Dwelling on the Land to be Occupied.
Bilsham Road/B2233 Improvement	Prior to Occupation of the 251st (two hundred and fifty first) Dwelling on the Land to be Occupied.
Ford Lane Pedestrian Connection	Prior to Completion of the Ford Lane Access.
Horsemere Green Lane Pedestrian Access and Bus Infrastructure Improvements	Prior to Completion of the Yapton Road Access or prior to Occupation of the 101st (one hundred and first) Dwelling on the Land to be Occupied, whichever is earlier.
Church Lane Pedestrian/Cycle Connection	Prior to opening of Yapton Road Access subject always to Paragraph 4 of this Schedule below.
Rollaston Park & Burndell Road Pedestrian and Bus Infrastructure Improvements	Prior to Occupation of the 1st (first) Dwelling on the Land to be Occupied.
Yapton Cycle Route Improvements	Prior to Occupation of the 101st (one hundred and first) Dwelling on the Land to be Occupied.
Ford Road Cycle Scheme Works	Either: (a) Prior to Occupation of the 1st (first) Dwelling on the Land to be Occupied where the Ford Lane Access is the first vehicular access to be Completed: or (b) Prior to Occupation of the 101st (one hundred and first) Dwelling on the Land to be Occupied where the Yapton Road Access is the first vehicular access to be Completed.

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Footpath 206 Connection	Prior to Occupation of the 1st (first) commercial unit on the Employment Zone to be Occupied.
Public Rights of Way	Prior to Occupation of the 1st (first) Dwelling in a Phase of the Development containing the Public Rights of Way to provide the relevant section of Public Rights of Way for that Phase.
On Site Bus Provision	Prior to Occupation of the 501st (five hundred and first) Dwelling on the Land to be Occupied.

2. Highway Works Scheme

2.1 To undertake Stage 2 and Stage 3 Safety Audits in respect of the Highway Works.

2.2 Not to Commence the Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 (fourteen) days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.

2.3 Once the County Council has approved a Highway Works Scheme (the "**Approved Highway Works Scheme**") to obtain All Requisite Consents including without limitation entering into a Highway Agreement for the corresponding Highways Works with the County Council.

3. Not to cause or permit the Occupational Trigger for each of the corresponding Highway Works before the relevant Highway Works have been completed in accordance with Approved Highway Works Scheme and to the satisfaction of the County Council and where applicable pursuant to and in full accordance with the relevant Highway Agreement.

4. It is agreed by the District Council and the Owners that the Church Lane Pedestrian/Cycle Connection shall only be deliverable where the District Council confirm that the pedestrian and cycle routes secured by the Climping S106 Agreement have not been commenced in accordance with the relevant provisions in the Climping S106 Agreement prior to the opening of Yapton Road Access.

5. Travel Plans

5.1 The Owners hereby covenant with the County Council:

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5.1.1 to submit the Travel Plan for approval to the County Council prior to Commencement of Development;

5.1.2 that prior to Occupation of the 1st (first) Dwelling the Owner shall pay to the County Council the Travel Plan Monitoring Fee;

5.1.3 that prior to Occupation of the 1st (first) Dwelling the Owners shall appoint a Travel Plan Co-Ordinator. The Owners shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.

5.1.4 From Occupation of the 1st (first) Dwelling the Owners shall implement and comply with the approved Travel Plan (with any amendments as may be agreed with the County Council in writing) until such time as it is agreed between the Owners and the County Council (in writing) that there is no need for a Travel Plan.

5.1.5 To submit the Employment Zone Travel Plan for approval to the County Council prior to the Occupation of the 1st (first) Employment Zone Unit.

5.1.6 That prior to Occupation of the first Employment Zone Unit the Owners shall pay to the County Council the Employment Zone Travel Plan Monitoring Fee.

5.1.7 That prior to Occupation of the 1st (first) Employment Zone Unit the Owners shall appoint an Employment Zone Travel Plan Co-Ordinator. The Owners shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.

5.1.8 From Occupation of the 1st (first) Employment Zone Unit the Owners shall implement and comply with the approved Employment Zone Travel Plan (with any amendments as may be agreed in writing with the County Council from time to time) until such time as the County Council agrees (in writing) that there is no need for an Employment Zone Travel Plan.

NINTH SCHEDULE

LORRY ROUTING FOR EMPLOYMENT ZONE

Definitions

In this Ninth Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

"Date the development on the Employment Zone is Brought into Use"	means the date Heavy Goods Vehicles can use the Prescribed Route to access the Employment Zone.
"Employment Zone"	means the area of the Land which is identified for employment use shown for the purposes of identification only coloured purple on the Land Use and Density Parameter Plan.
"Employment Zone Unit"	means a commercial unit to be constructed on the Employment Zone pursuant to the Planning Permission.
"Heavy Goods Vehicle"	means a vehicle for the carriage of goods having a maximum laden weight exceeding 3.5 tonnes and "HGV" shall be construed accordingly.
"Highway Authority"	means West Sussex County Council or such other authority or body acting as such.
"Land Use and Density Parameter Plan"	means the plan marked with drawing no. RG-M-123 Rev L at Appendix 16.
"Prescribed Route"	means the roads identified by solid red lines and arrows on the Routing Plan (Plan B) or any other route approved by the Highway Authority.
"Prohibited Road"	means any road in West Sussex shown on the Routing Plan (Plan B) which is not a Prescribed Route.
"Relevant Journey"	means a journey undertaken in connection with either the construction of development on the Employment Zone or the

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operation of development either originating from the Employment Zone or one destination of which is the Employment Zone.

"the Routing Plan (Plan B)" means the plan marked 'Plan B' annexed to this Agreement at Appendix 19.

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

1. The Owners covenant with the County Council and agree

1.1 From the Date of Occupation of the first Employment Zone Unit :

(a) To serve

(i) Preliminary written notice upon the County Council advising it of the proposed date the first Employment Zone Unit is to be Occupied which notice shall be given at least 28 (twenty eight) days before such proposed date, and

(ii) Written notice upon the County Council advising it of the date of Occupation of the first Employment Zone Unit within 14 (fourteen) days of its occurrence.

(b) From the date of Occupation of the first Employment Zone Unit and prior to their first visit to the Employment Zone all drivers of Heavy Goods Vehicles shall be provided with written details of the Prescribed Route as detailed in para 1 (h) below and as shown on the Routing Plan (Plan B) annexed hereto and be given on their first visit to the Employment Zone an induction to cover details of the Prescribed Route, the Prohibited Roads and site speed restrictions.

(c) From the date of Occupation of the first Employment Zone Unit to erect and maintain on the Employment Zone in clearly visible positions at the entrance and exit and at specified points along the Prescribed Route, including the A259, notices detailing the Prescribed Route the details of such notices, including exact locations, sizes, wording and fonts shall be agreed in advance in writing by the Highway Authority.

(d) From the date of Occupation of the first Employment Zone Unit to put on any website relating to the Employment Zone for public inspection notices detailing the Prescribed Route with reference to paragraph (h) below.

(e) Not at any time to cause or knowingly permit any Heavy Goods Vehicle operated on a Relevant Journey to pass along any part of any road in West Sussex which is a Prohibited Road except-

(i) To the extent necessary to enable any vehicle to deliver or collect goods relating to the business or businesses carried on at the Employment Zone to or from an address or addresses on a Prohibited Road.

(ii) To the extent necessary to enable the driver of any vehicle to comply with any direction given to him by a police officer or traffic warden or with any traffic sign for the time being in place prescribing the route to be taken by vehicles.

(f) To use reasonable endeavours to ensure that any person operating a Heavy Goods Vehicle on a Relevant Journey that person observes the requirements of sub-clauses (e) and (h).

(g) In the event of a complaint being received by the Owners relating to a Heavy Goods Vehicle deviating from the Prescribed Route (going to and from the Employment Zone only) that complaint will be investigated by the Owners and the driver or owner/ or operator of the Heavy Goods Vehicle notified of non-compliance with the Prescribed Route in the event that any driver or owner/or operate of a Heavy Goods Vehicle receives 3 (three) notifications, the Owners shall use reasonable endeavours to prohibit the driver or owner/or operator from conducting business on the Employment Zone.

(h) The Prescribed Route

(i) All traffic shall access and egress the Employment Zone to/from the south by way of the airfield junction with Ford Road/Church Lane and the A259 as shown on the Routing Plan (Plan B).

(j) That not less than 21 (twenty one) days before the date referred to in para 1 (a) (i) to write a letter to Yapton Parish Council, Ford Parish Council, Clymping Parish Council and Arun District Council and all residents of Ford Lane, Nelsons Row, Church Lane and Ford Road substantially in the form of the letter in Appendix 20.

(k) To keep a log of all telephone calls made to the contact number specified in letter referred to in paragraph (h) recording the following information –

a. The date and time of the telephone call;

b. The name of the caller;

c. The number plate of the HGV involved;

d. Whether or not the HGV was involved in the development of the Employment Zone;

e. Whether it was breaching the terms of this Schedule;

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f. What action was taken in accordance with paragraph (f); and,

g. To make the log available for inspection by the County Council at all reasonable hours.

1.2 It is hereby agreed and declared that the Owners shall be entitled to request in writing at any time the prior written approval of the County Council (such approval shall not be unreasonably withheld or delayed) of an alternative route for Heavy Goods Vehicles to and from the Employment Zone either temporarily or permanently and that in that situation all of the provisions of this Schedule (unless agreed otherwise) shall apply to that alternative route as if it were the Prescribed Route for as long as the County Council shall reasonably direct.

TENTH SCHEDULE

DISTRICT COUNCIL COVENANTS

Definitions

In this Tenth Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

The District Council covenants with the Owners as follows:

1 Cycle Parking Contribution

1.1 The District Council covenants that it will apply the Cycle Parking Contribution for the purpose for which it was paid as set out in this Agreement.

1.2 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of the Cycle Parking Contribution to issue to the party that paid the Cycle Parking Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Cycle Parking Contribution has been expended by the District Council.

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

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2 Police Infrastructure Contribution

2.1 The District Council covenants that it will transfer the Police Infrastructure Contribution to the relevant Police Authority to be applied for the purpose for which it was paid as set out in this Agreement.

2.2 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of final instalment of the Police Infrastructure Contribution to issue to the party that paid the Police Infrastructure Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Police Infrastructure Contribution has been expended by the District Council.

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

3 Swimming Pool Contribution

3.1 The District Council covenants that it will apply the Swimming Pool Contribution for the purpose for which it was paid as set out in this Agreement.

3.2 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of final instalment of the Swimming Pool Contribution to issue to the party that paid

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the Swimming Pool Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Swimming Pool Contribution has been expended by the District Council.

3.3 If or to the extent that any of the Swimming Pool Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 3.2 above the District Council shall on such date refund to the party that paid the Swimming Pool Contribution any unexpended part of any of Swimming Pool Contribution together with any compound interest on the unexpended part(s) from the date of receipt by the District 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 District Council shall have entered into a contract or other legally binding obligation to expend the Swimming Pool Contribution or part thereof for the purposes specified in paragraph 3.1 then the District Council shall not be required to refund any part of the Swimming Pool 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 Swimming Pool Contribution in the manner set out in paragraph 3.3 of this Schedule and refund any unexpended part of the Swimming Pool Contribution in the manner set out in paragraph 3.4 of this Schedule.

4 **Sports Hall Contribution**

4.1 The District Council covenants that it will apply the Sports Hall Contribution for the purpose for which it was paid as set out in this Agreement.

4.2 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of final instalment of the Sports Hall Contribution to issue to the party that paid the Sports Hall Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Sports Hall Contribution has been expended by the District Council.

4.3 If or to the extent that any of the Sports Hall Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 4.2 above the District Council shall on such date refund to the party that paid the Sports Hall Contribution any unexpended part of any of Sports Hall Contribution together with any compound interest on the

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unexpended part(s) from the date of receipt by the District 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 District Council shall have entered into a contract or other legally binding obligation to expend the Sports Hall Contribution or part thereof for the purposes specified in paragraph 4.1 then the District Council shall not be required to refund any part of the Sports Hall 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 Sports Hall Contribution in the manner set out in paragraph 4.3 of this Schedule and refund any unexpended part of the Sports Hall Contribution in the manner set out in paragraph 4.4 of this Schedule.

5 3G Pitch Contribution

5.1 The District Council covenants that it will apply the 3G Pitch Contribution for the purpose for which it was paid as set out in this Agreement.

5.2 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of final instalment of the 3G Pitch Contribution to issue to the party that paid the 3G Pitch Contribution an account certified by the Director Finance for the time being of the District Council detailing how the 3G Pitch Contribution has been expended by the District Council.

5.3 If or to the extent that any of the 3G Pitch Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 5.2 above the District Council shall on such date refund to the party that paid the 3G Pitch Contribution any unexpended part of any of 3G Pitch Contribution together with any compound interest on the unexpended part(s) from the date of receipt by the District 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 District Council shall have entered into a contract or other legally binding obligation to expend the 3G Pitch Contribution or part thereof for the purposes specified in paragraph 5.1 then the District Council shall not be required to refund any part of the 3G Pitch 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 3G Pitch Contribution in the

manner set out in paragraph 5.3 of this Schedule and refund any unexpended part of the 3G Pitch Contribution in the manner set out in paragraph 5.4 of this Schedule.

6 **Playing Pitches Contribution**

6.1 The District Council covenants that it will apply the Playing Pitches Contribution for the purpose for which it was paid as set out in this Agreement.

6.2 The District Council covenants not to transfer any part of the Playing Pitches Contribution to a third party without first being in receipt of detailed costings for the proposed improvements and ongoing maintenance at Climping Cricket Pitch and Littlehampton Rugby Club and such costing is to be agreed by the District Council prior to any payment being made.

6.3 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of final instalment of the Playing Pitches Contribution to issue to the party that paid the Playing Pitches Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Playing Pitches Contribution has been expended by the District Council.

6.4 If or to the extent that any of the Playing Pitches Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 6.3 above the District Council shall on such date refund to the party that paid the Playing Pitches Contribution any unexpended part of any of the Playing Pitches Contribution (not including any sums for the ongoing maintenance of the Playing Pitches) together with any compound interest on the unexpended part(s) from the date of receipt by the District 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.

6.5 If at the end of the period referred to in paragraph 6.3 of this Schedule the District Council shall have entered into a contract or other legally binding obligation to expend the Playing Pitches Contribution or part thereof for the purposes specified in paragraph 6.1 then the District Council shall not be required to refund any part of the Playing Pitches 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 Playing Pitches Contribution in the manner set out in paragraph 6.3 of this Schedule and refund any unexpended part of the Playing Pitches Contribution (not including any sums for the ongoing maintenance of the Playing Pitches) in the manner set out in paragraph 6.4 of this Schedule.

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7 Healthcare Contribution

Subject always to the Healthcare Contribution being payable the following Paragraphs will apply:

7.1 The District Council covenants that it will apply the Healthcare Contribution for the purpose for which it was paid as set out in this Agreement.

7.2 The District Council covenants that upon receipt of each instalment of the Healthcare Contribution under paragraph 15 of the Third Schedule it will transfer it to the NHS Coastal West Sussex Clinical Commissioning Group on receipt of evidence that it has entered into a construction contract for the healthcare services specified by this Agreement in the vicinity of the Land.

7.3 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of final instalment of the Healthcare Contribution to issue to the party that paid the Healthcare Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Healthcare Contribution has been expended by the District Council.

7.4 If or to the extent that any of the Healthcare Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 7.3 above the District Council shall on such date refund to the party that paid the Healthcare Contribution any unexpended part of any of the Healthcare Contribution together with any compound interest on the unexpended part(s) from the date of receipt by the District 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.

7.5 If at the end of the period referred to in paragraph 7.3 of this Schedule the District Council shall have entered into a contract or other legally binding obligation to expend the Healthcare Contribution or part thereof for the purposes specified in paragraph 7.1 then the District Council shall not be required to refund any part of the Healthcare 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 Healthcare Contribution in the manner set out in paragraph 7.3 of this Schedule and refund any unexpended part of the Healthcare Contribution in the manner set out in paragraph 7.4 of this Schedule.

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8 Health And Fitness Contribution

8.1 The District Council covenants that it will apply the Health and Fitness Contribution for the purpose for which it was paid as set out in this Agreement.

8.2 The District Council covenants upon written request on or after 5 (five) years of the date of receipt of final instalment of the Health and Fitness Contribution to issue to the party that paid the Health and Fitness Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Health and Fitness Contribution has been expended by the District Council.

8.3 If or to the extent that any of the Health and Fitness Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 8.2 above the District Council shall on such date refund to the party that paid the Health and Fitness Contribution any unexpended part of any of the Health and Fitness Contribution together with any compound interest on the unexpended part(s) from the date of receipt by the District 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.

8.4 If at the end of the period referred to in paragraph 8.2 of this Schedule the District Council shall have entered into a contract or other legally binding obligation to expend the Health and Fitness Contribution or part thereof for the purposes specified in paragraph 8.1 then the District Council shall not be required to refund any part of the Health and Fitness 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 Health and Fitness Contribution in the manner set out in paragraph 8.3 of this Schedule and refund any unexpended part of the Health and Fitness Contribution in the manner set out in paragraph 8.4 of this Schedule.

9 Healthcare and Land Contribution

Subject always to the Healthcare and Land Contribution being payable the following Paragraphs will apply:

9.1 The District Council covenants that (where applicable) it will apply the Healthcare and Land Contribution for the purpose for which it was paid as set out in this Agreement.

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9.2 The District Council covenants that upon receipt of each instalment of the Healthcare and Land Contribution under paragraph 16 of the Third Schedule it will on receipt of evidence of a construction contract for the healthcare services from a third party healthcare provider or the NHS Coastal West Sussex Clinical Commissioning Group will apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.

9.3 The District Council covenants upon written request on or after 10 (ten) years of the date of receipt of final instalment of the Healthcare and Land Contribution to issue to the party that paid the Healthcare and Land Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Healthcare and Land Contribution has been expended by the District Council.

9.4 If or to the extent that any of the Healthcare and Land Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 9.3 above the District Council shall on such date refund to the party that paid the Healthcare and Land Contribution any unexpended part of any of the Healthcare and Land Contribution together with any compound interest on the unexpended part(s) from the date of receipt by the District 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.

9.5 If at the end of the period referred to in paragraph 9.2 of this Schedule the District Council shall have entered into a contract or other legally binding obligation to expend the Healthcare and Land Contribution or part thereof for the purposes specified in paragraph 9.1 then the District Council shall not be required to refund any part of the Healthcare and Land 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 Healthcare and Land Contribution in the manner set out in paragraph 9.3 of this Schedule and refund any unexpended part of the Healthcare and Land Contribution in the manner set out in paragraph 9.4 of this Schedule.

10 Ford Railway Bridge Contribution

10.1 The District Council covenants that it will apply the Ford Railway Bridge Contribution for the purpose for which it was paid as set out in this Agreement.

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10.2 The District Council covenants upon written request on or after 2 (two) years of the date of receipt of the Ford Railway Bridge Contribution to issue to the party that paid the Ford Railway Bridge Contribution an account certified by the Director Finance for the time being of the District Council detailing how the Ford Railway Bridge Contribution has been expended by the District Council.

10.3 If or to the extent that any of the Ford Railway Bridge Contribution shall not have been spent by the District Council by the end of the period referred to in paragraph 10.2 above the District Council shall on such date refund to the party that paid the Ford Railway Bridge Contribution any unexpended part of any of the Ford Railway Bridge Contribution together with any compound interest on the unexpended part(s) from the date of receipt by the District 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.

11 **Changing Facility and Sports Pitches Commuted Sum**

11.1 The District Council covenants that it will apply the Changing Facility and Sports Pitches Commuted Sum for the purpose for which it was paid as set out in this Agreement.

12 **Play Areas Commuted Sum**

12.1 The District Council covenants that it will apply the Play Areas Commuted Sum for the purpose for which it was paid as set out in this Agreement

12.2 Should the Play Area be transferred to the Parish Council or the Approved Community Body the District Council covenants to pass the Play Areas Commuted Sum on to the Parish Council or the Approved Community Body following receipt of written confirmation from the Parish Council that it will apply the Play Areas Commuted Sum for the purpose for which it was paid as set out in this Agreement

13 **Open Space Maintenance Commuted Sum**

13.1 The District Council covenants that it will apply the Open Space Maintenance Commuted Sum for the purpose for which it was paid as set out in this Agreement.

13.2 Should the Open Space be transferred to the Parish Council or the Approved Community Body the District Council covenants to pass the Open Space Maintenance Commuted Sum on to the Parish Council or the Approved Community Body following receipt of written

ARUN DISTRICT COUNCIL F/4/20/OUT

confirmation from the Parish Council that it will apply the Open Space Maintenance Commuted Sum for the purpose for which it was paid as set out in this Agreement.

14 Transfer of the Facilities

14.1 Where the Owners transfer the On Site Facilities, Changing Facilities and Community Facility to the District Council in accordance with paragraph 4 of the Fourth Schedule the District Council covenants with the Owners that it shall complete the transfers of the said On Site Facilities, Changing Facilities and Community Facility within 20 (twenty) Working Days of receipt of transfer deeds executed by the Owners being delivered to the District Council as set out in paragraph 4 of the Fourth Schedule and PROVIDED THAT such transfer is drafted in accordance with all the terms set out in this paragraph and where such transfer is not completed within 20 (twenty) Working Days the restriction on Occupations as set out in paragraph 5 of the Fourth Schedule shall no longer apply.

ELEVENTH SCHEDULE

COUNTY COUNCIL COVENANTS

Definitions

In this Eleventh Schedule the following definitions shall apply for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Agreement.

The County Council covenants with the Owners as follows

1. **Fire And Rescue Services Contribution**

1.1 The County Council covenants that it will apply the Fire and Rescue Services Contribution for the purpose for which it was paid as set out in this Agreement.

1.2 The County Council covenants that upon receipt of the Fire and Rescue Services 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 Agreement in the vicinity of the Land.

1.3 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of the Fire and Rescue Services Contribution to issue to the party that paid the Fire and Rescue Services Contribution an account certified by the Director of Finance and Support Service for the time being of the County Council detailing how the Fire and Rescue Services Contribution has been expended by the County Council.

1.4 If or to the extent that any of the Fire and Rescue Services Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.3 above the County Council shall on such date refund to the party that paid the Fire and Rescue Services Contribution any unexpended part of any of Fire and Rescue Services 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.

1.5 If at the end of the period referred to in paragraph 1.3 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Services 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 Fire and Rescue

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Services 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 Services Contribution in the manner set out in paragraph 1.3 of this Schedule and refund any unexpended part of the Fire and Rescue Services Contribution in the manner set out in paragraph 1.4 of this Schedule.

2. **Library Contribution**

2.1 The County Council covenants that upon receipt of the Library Contribution under paragraph 6 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 Agreement in the vicinity of the Land.

2.2 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance and Support Service for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.

2.3 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 2.2 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.

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 Library 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 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 2.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 2.3 of this Schedule.

3. **Sixth Form Education Contribution**

3.1 The County Council covenants that it will apply the Sixth Form Education Contribution for the purpose for which it was paid as set out in this Agreement.

3.2 The County Council covenants that upon receipt of each instalment of the Sixth Form Education 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 Agreement in the vicinity of the Land.

3.3 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of final instalment of the Sixth Form Education Contribution to issue to the party that paid the Sixth Form Education Contribution an account certified by the Director of Finance and Support Service for the time being of the County Council detailing how the Sixth Form Education Contribution has been expended by the County Council.

3.4 If or to the extent that any of the Sixth Form Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.3 above the County Council shall on such date refund to the party that paid the Sixth Form Education Contribution any unexpended part of any of Sixth 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.

3.5 If at the end of the period referred to in paragraph 3.3 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Sixth 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 Sixth 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 Sixth Form Education Contribution in the manner set out in paragraph 3.3 of this Schedule and refund any unexpended part of the Sixth Form Education Contribution in the manner set out in paragraph 3.4 of this Schedule.

4. **Secondary Education Contribution**

4.1 The County Council covenants that upon receipt of each instalment of the Secondary 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 Agreement in the vicinity of the Land.

ARUN DISTRICT COUNCIL F/4/20/OUT

4.2 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of 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 and Support Service for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.

4.3 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 4.2 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.

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 Secondary Education 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 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 4.3 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 4.3 of this Schedule.

5. **Strategic Highways Contribution**

5.1 The County Council covenants that upon receipt of the Strategic Highways 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 Agreement.

5.2 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of final instalment of the Strategic Highways Contribution to issue to the party that paid the Strategic Highways Contribution an account certified by the Director of Finance and Support Service for the time being of the County Council detailing how the Strategic Highways Contribution has been expended by the County Council.

5.3 If or to the extent that any of the Strategic Highways Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the

ARUN DISTRICT COUNCIL F/4/20/OUT

County Council shall on such date refund to the party that paid the Strategic Highways Contribution any unexpended part of any of the Strategic Highways 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.

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 Strategic Highways 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 Strategic Highways 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 Strategic Highways Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Strategic Highways Contribution in the manner set out in paragraph 5.3 of this Schedule.

6. **Education Facility Contribution**

Subject always to the Education Facility Contribution being payable the following Paragraphs will apply:

6.1 The County Council covenants that it will apply the Education Facility Contribution for the purpose for which it was paid as set out in this Agreement.

6.2 The County Council covenants that upon receipt of the Education Facility Contribution under paragraph 1.5.4 of the Sixth 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 Agreement.

6.3 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of the Education Facility Contribution to issue to the party that paid the Education Facility Contribution an account certified by the Director of Finance and Support Service for the time being of the County Council detailing how the Education Facility Contribution has been expended by the County Council.

6.4 If or to the extent that any of the Education Facility Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 6.3 above the County Council shall on such date refund to the party that paid the Education Facility Contribution any unexpended part of any of the Education Facility Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council

ARUN DISTRICT COUNCIL F/4/20/OUT

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.

6.5 If at the end of the period referred to in paragraph 6.3 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Education Facility Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Education Facility 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 Education Facility Contribution in the manner set out in paragraph 6.3 of this Schedule and refund any unexpended part of the Education Facility Contribution in the manner set out in paragraph 6.4 of this Schedule.

6.6 Where the Owners transfer the Education Facility to the County Council in accordance with paragraph 1.4 of the Sixth Schedule the County Council covenants with the Owners that it shall complete the Education Facility Development Agreement and Education Facility Land Transfer within twenty (20) Working Days of receipt of the Education Facility Development Agreement and Education Facility Land Transfer executed by the Owners PROVIDED THAT the Education Facility Development Agreement and Education Facility Land Transfer are in the agreed form annexed to this Agreement (save for any amendments required to update names or correct errors).

7. **Travel Plan Monitoring Fee**

7.1 The County Council covenants that it will apply the Travel Plan Monitoring Fee for the purpose for which it was paid as set out in this Agreement.

8. **A27 Ford Road Roundabout Contribution**

8.1 The County Council covenants that it will forward the A27 Ford Road Roundabout Contribution to National Highways only where it is fully satisfied that the A27 Ford Road Roundabout Contribution will be used for the purpose for which it was paid as set out in this Agreement.

8.2 The County Council covenants upon written request on or after 5 (five) years of the date of receipt of the A27 Ford Road Roundabout Contribution to issue to the party that paid the A27 Ford Road Roundabout Contribution an account certified by the Director of Finance and Support Service for the time being of the County Council confirming that the A27 Ford Road Roundabout Contribution has been forwarded by the County Council to National Highways.

ARUN DISTRICT COUNCIL F/4/20/OUT

8.3 If or to the extent that any of the A27 Ford Road Roundabout Contribution shall not have been forwarded by the County Council to National Highways by the end of the period referred to in paragraph 8.2 above the County Council shall on such date refund to the party that paid the A27 Ford Road Roundabout Contribution any part of any of the A27 Ford Road Roundabout Contribution which has not been forwarded by the County Council to National Highways 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.

APPENDIX 1 – HISTORIC PLANNING AGREEMENTS

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ARUN DISTRICT COUNCIL F4/20/OUT

HISTORIC SECTION 52 AND 106 AGREEMENTS

Parties	Date of Agreement/Deed	Register Number	Registered Date	Description of entry
(1) Arun District Council (2) Reginald Hague Alice Jessie Hague and Peter Hague	12.06.1978	3/71/92	13.06.1978	Town and Country Planning Act 1971 Section 52 Agreement Agreement dated 12th June 1978 regulating and controlling the use of land on the former Ford Aerodrome Runways **Originating Authority** Arun District **Inspect Document at** Arun District Council 1 Maltravers Road Littlehampton West Sussex BN17 5LF
(1) Susan Abbot, Patricia Stancomb and Peter Hague (2) Enterprise Markets Limited	13.03.1997	3/344/98	21.10.1998	Town and Country Planning Act 1990 Section 106 Agreement Unilateral Obligations contained in deed dated 13th March 1997 in respect of land known as the former runways, Ford **Originating Authority** Arun District **Inspect Document at** Arun District Council 1 Maltravers Road Littlehampton West Sussex BN17 5LF
(1) The County Council of West Sussex (2) Southern Water Services Limited (3) Peter Hague (4) Peter Hague, Susanna Hague, Clive Henry Phillips (The Trustees of the Hunterford No. 2 Trust)	07.06.1999	3/65/99	23.06.1999	Town and Country Planning Act 1990 Section 106 Agreement Agreement dated 7th June 1999 concerning wastewater treatment works and sludge recycling centre at Ford Aerodrome, Ford Road, Ford Plan No. F/7/99 **Originating Authority** West Sussex County Council **Inspect Document at** Arun District Council 1 Maltravers Road Littlehampton West Sussex BN17 5LF

Parties	Date of Agreement/Deed	Register Number	Registered Date	Description of entry
(1) Peter Hague, Susan Mary Abbot, Patricia Stancomb (trading in partnership as "Ford Airfield Market" (2) Arun District Council	09.05.2008	3/42/8	16.05.2008	Town and Country Planning Act 1990 Section 106 Agreement Agreement dated 9th May 2008 in respect of land at part of Ford Airfield - used for car boot sales. **Originating Authority** Arun District **Inspect Document at** Arun District Council 1 Maltravers Road Littlehampton West Sussex BN17 5LF
(1) Arun District Council (2) F Bell, D Hague, R Hague, C Hague, S M Abbot, P Stancomb	24.05.2011	3/55/11	26.05.2011	Town and Country Planning Act 1990 Deed of Variation Deed dated 24th May 2011 under Section 106A relating to Ford Airfield, Ford Road, Yapton Road, Ford - Plan F/12/10 **Originating Authority** Arun District **Inspect Document at** Arun District Council 1 Maltravers Road Littlehampton West Sussex BN17 5LF

APPENDIX 2 – PLAN 1

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[redacted]

[redacted]

PLAN 1

APPENDIX 3 – LANGMEAD TRUST LAND

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ARUNDISTRICT COUNCIL F4/20/OUT

APPENDIX 4 – PAYMENT NOTICE

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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	
(f)	amount of monitoring sum	

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ARUN DISTRICT COUNCIL F/4/20/OUT

APPENDIX 5 – RED LAND PLAN

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ARUN DISTRICT COUNCIL F/4/20/OUT

Ford Airfield	Scale 1:2500 @ A3
PLAN 1	21 Mar 2023

APPENDIX 6 – COMMENCEMENT NOTICE

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Commencement Notice

Pursuant to Clause [ ] in the Planning Obligation Described Below

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

Dated: this_____day of_____20

Signed: _____

On Behalf of: _____

To:	(1) Group Head of Planning, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406 Littlehampton); (2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester, West Sussex PO19 1RQ
From:	
Development At:	
Nature of Development:	
Planning Permission Date & Reference:	
Planning Obligation Date & Parties:	
Start Date:	

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APPENDIX 7 – DISTRICT COUNCIL'S LIST OF APPROVED AFFORDABLE PROVIDERS

Preferred registered providers

Provider	Contact and email	Address	Telephone
Arun District Council	Moh Hussain Group Head of Residential Services [redacted]	Civic Centre Maltravers Road Littlehampton BN17 5LF	[redacted]
The Guinness Partnership	Claudette Rawlinson New Business Manager [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	

Provider	Contact and email	Address	Telephone
Stonewater	Jacqueline Burton Development Officer [redacted]	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY	[redacted]
Saxon Weald	Mona Johansson Programme Manager [redacted]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	
Sovereign	Liz Evans, Development Manager [redacted]	Sovereign House Basing View Basingstoke RG21 4FA	
Aster Group	Edward Till Development Manager [redacted]		

APPENDIX 8 – COMMUNITY FACILITY SPECIFICATION

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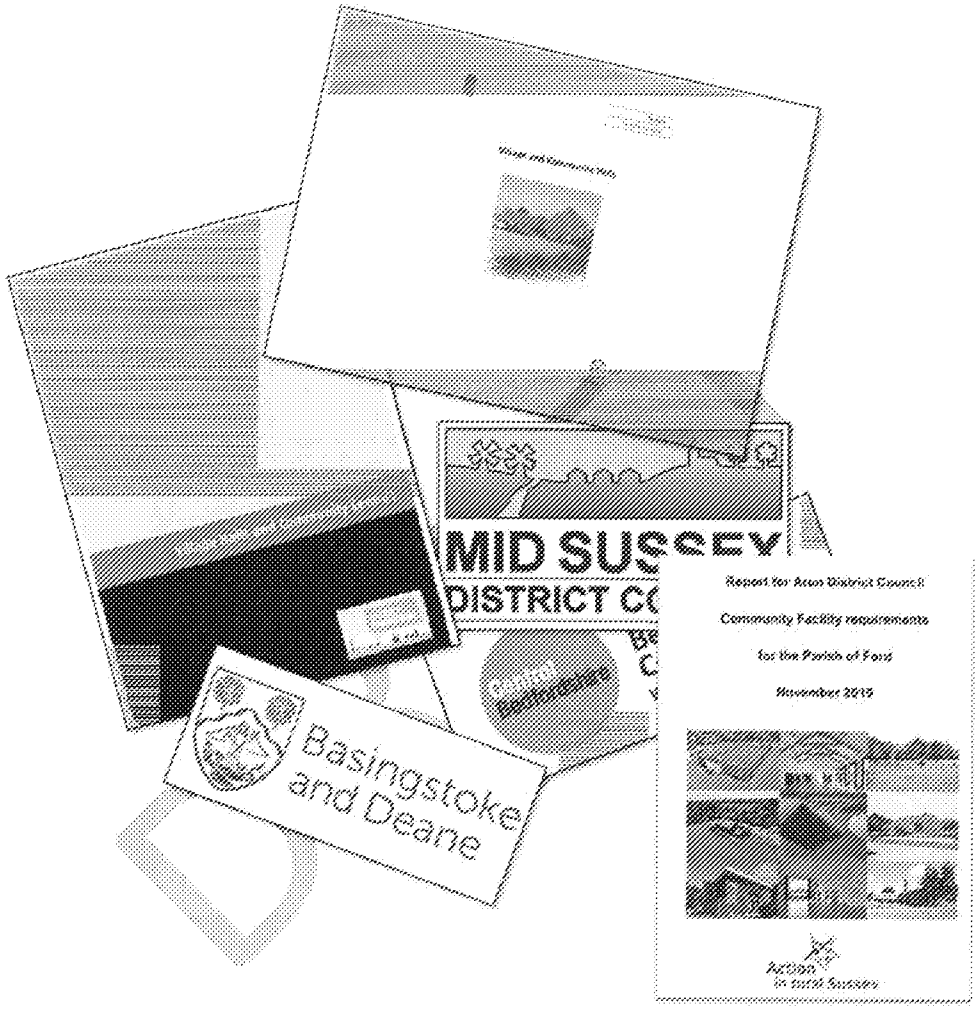
ARUN DISTRICT COUNCIL F4/20/OUT



The Landings @ Ford Airfield:

Community Hall Specification

BARTON WILLMORE ~ Stantec

The following outlines the proposed specification for the community hall at The Landings, including its proposed use, layout, size and form.

The Landings, alongside existing community facilities, will provide a range of community and commercial services to support the new community, including a primary school, pre-school, local retail space, employment space, open space and parkland and potentially a healthcare facility. The purpose of the hall has been identified as a facility which will provide a space for community activities not available elsewhere within Ford Parish, which could include the following type of activities:

- A parent and toddler group,
- Children's or youth activities
- Activities for older people
- Church – based activities
- Community events (Valentine's, Easter, fetes, Halloween, Christmas)
- WSCC Integrated Prevention and Earliest Help services for young families on an "agile" basis, i.e. using flexible meeting spaces.

In addition, the community hall will include a dedicated Tier 7 library, subject to a separate specification, which could form either a separate room or part of the lobby / entrance area.

The potential to include an office for local police / community support officers as well as an office for the Parish Council will need to be explored further.

The design of the community facility will need to be undertaken with engagement with the Ford Community Land Trust (CLT). The potential for residential properties above the community building is also encouraged; and will need to be explored to ensure adequate amenity is maintained for residents.

The mechanisms for the transfer of the facility to either the Ford CLT, Ford Parish Council or Arun District Council is dealt with in the s106 agreement pursuant to the planning consent for The Landings.

Location & General Specification
Statement Building easily identified, centrally located, and creates a sense of place [redacted]
Community Hall shall form part of the community hub and be located adjacent to / closely linked to the primary school, health centre (if provided), sports facilities (if provided) / pitches, parking and retail / commercial units, and be directly connected by public transport. The hall shall be located immediately adjacent to green infrastructure, ie parkland, open space etc. Parking shall be co-located and utilised as part of the community hub, for which shared parking shall be provided.
Fixtures and fittings to be hard wearing and cost effective to access and maintain
The interior must be designed to be suitable for all potential uses, with lighting that can be adapted to suit different activities.

Internal walls shall be smooth and impact resistant.

Windows should give an even distribution of light.

Ceilings to be of an appropriate height to enable safe access to light fittings and enable efficient heating of space.

The building shall be designed to minimise energy consumption and [redacted]

[redacted] sound absorbant finishes.

The building shall be designed so as to enable easy and low cost maintenance.

Services to be provided.

Internal Facilities & Use

Multi-purpose main hall suitable to accommodate seating for 150.

[redacted]

Reception office

[redacted]

Tier 7 library – To be provided within the entrance foyer and corridor or as a separate room – to include heavy duty flooring, shelving and facilities for the logging, removal and return of books.

[redacted]

Store rooms / cupboards /plant room

Offices

Toilets (Male, Female, and disabled)

[redacted]

Guarantees / Warranties

Warranty against structural building defects to commence from practical completion and transfer.

Community Building to be completed and fitted out to a stage where a certificate of completion can be issued.

The detailed specification and drawings will be prepared in consultation with the local community, prior to any detailed planning permission being applied for and secured.

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APPENDIX 9 – LIBRARY SPECIFICATION

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ARUN DISTRICT COUNCIL F4/20/OUT

The Landings @ Ford Airfield: Tier 7 Library Specification

If provided at Ford Airfield, the library shall be delivered to the specifications of Option 1 or Option 2.

Option 1: For staffed buildings with an anchor tenant to provide basic supervision of library stock and facilities

- Minimum floor area of 40sqm as part of Community Hall or Sports Hall (if provided)
- Located in lobby / reception of community building / Sports Hall
- Potential to be linked to coffee shop
- Bright, modern feel, welcoming and accessible
- Internal library spaces to be as flexible as possible, with separate zones differentiated by shelving and furniture and flexible data and power solutions.
- The flexible nature of the space must allow for future alterations to meet the changing needs of the Library Service.
- Effective sightlines must be retained from the reception area throughout the library.
- Where possible, relaxed / soft seating for at least 10 people
- 1 x RFID self-service kiosk for pick up and drop off
- 1 x click and collect service for lending material requested online
- Flexible shelving for different material types: Wall shelving should be no more than 4 shelves high and free standing shelving no more than 3 shelves high.
- Connection to electrics, IT and WiFi

Option 2: For unstaffed buildings/ with no anchor tenant for supervision

- 1 x Library vending machine
- 1 x click and collect locker
- Space required only for the siting of the vending machine and/or locker (H75" x W21" x D18")
- Located in lobby / reception of community building / Sports Hall
- Potential to be linked to coffee shop
- Connection to electrics, IT and WiFi

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APPENDIX 1 – HIGHWAYS DRAWINGS

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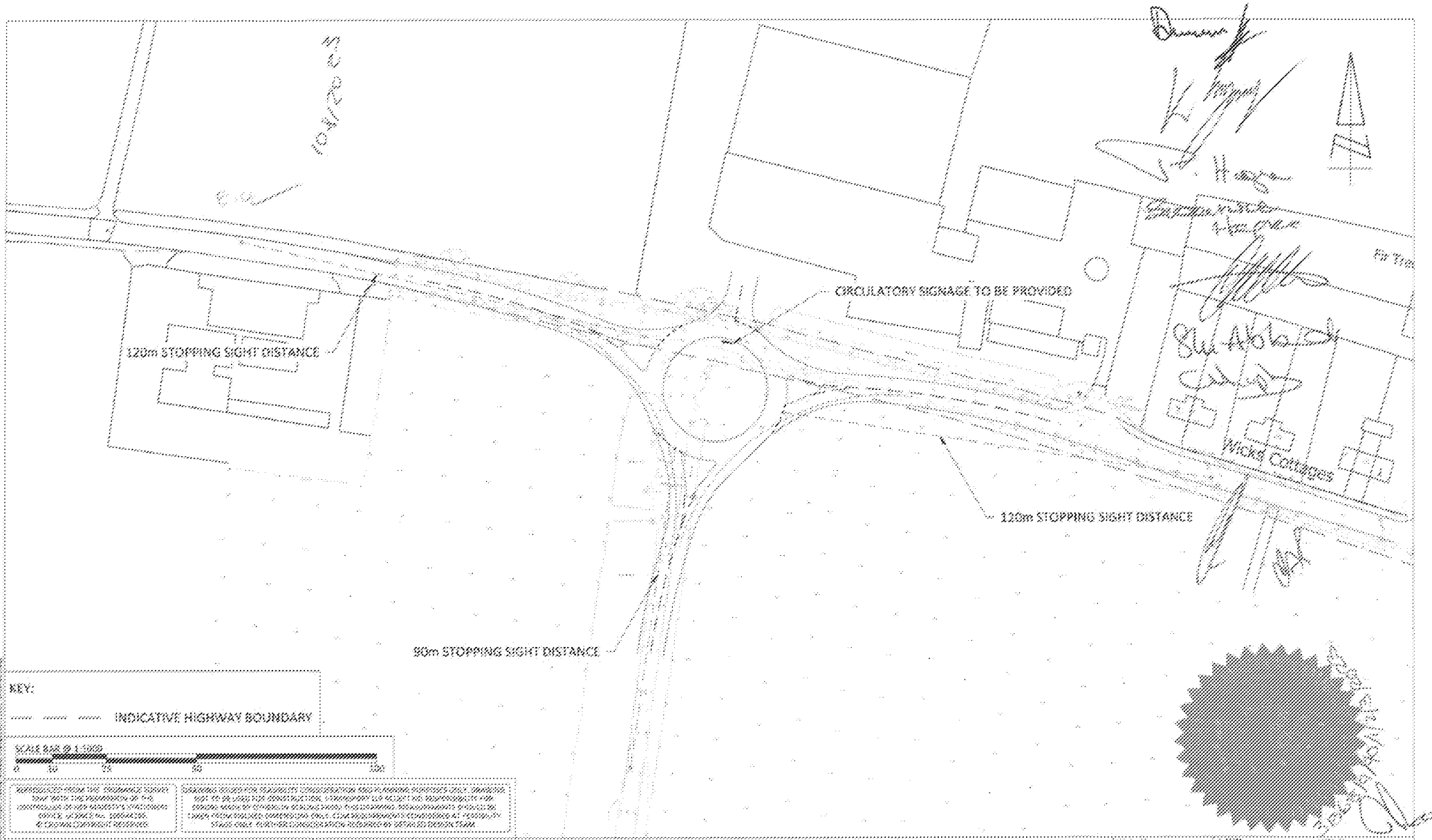
ARUN DISTRICT COUNCIL F/4/20/OUT



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t-Transport

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Tel: 01256 338640
Fax: 01256 338644

www.t-transport.co.uk

B	02.10.20	JD	RSA COMMENTS INCORP'D	DS	DS
A	08.11.18	SH	MINOR AMENDMENTS	DS	DS
rev	date	by	description	ch'd	app'd

STATUS: DRAFT

TITLE: POTENTIAL SITE ACCESS ARRANGEMENT - 3 ARM 40m ICD ROUNDABOUT

SCALE @ A3: 1:1000 | CHECKED: DS | APPROVED: DS

JOB NO/REF: ITB13091 | DRAWN: SH | DATE: 15.06.18

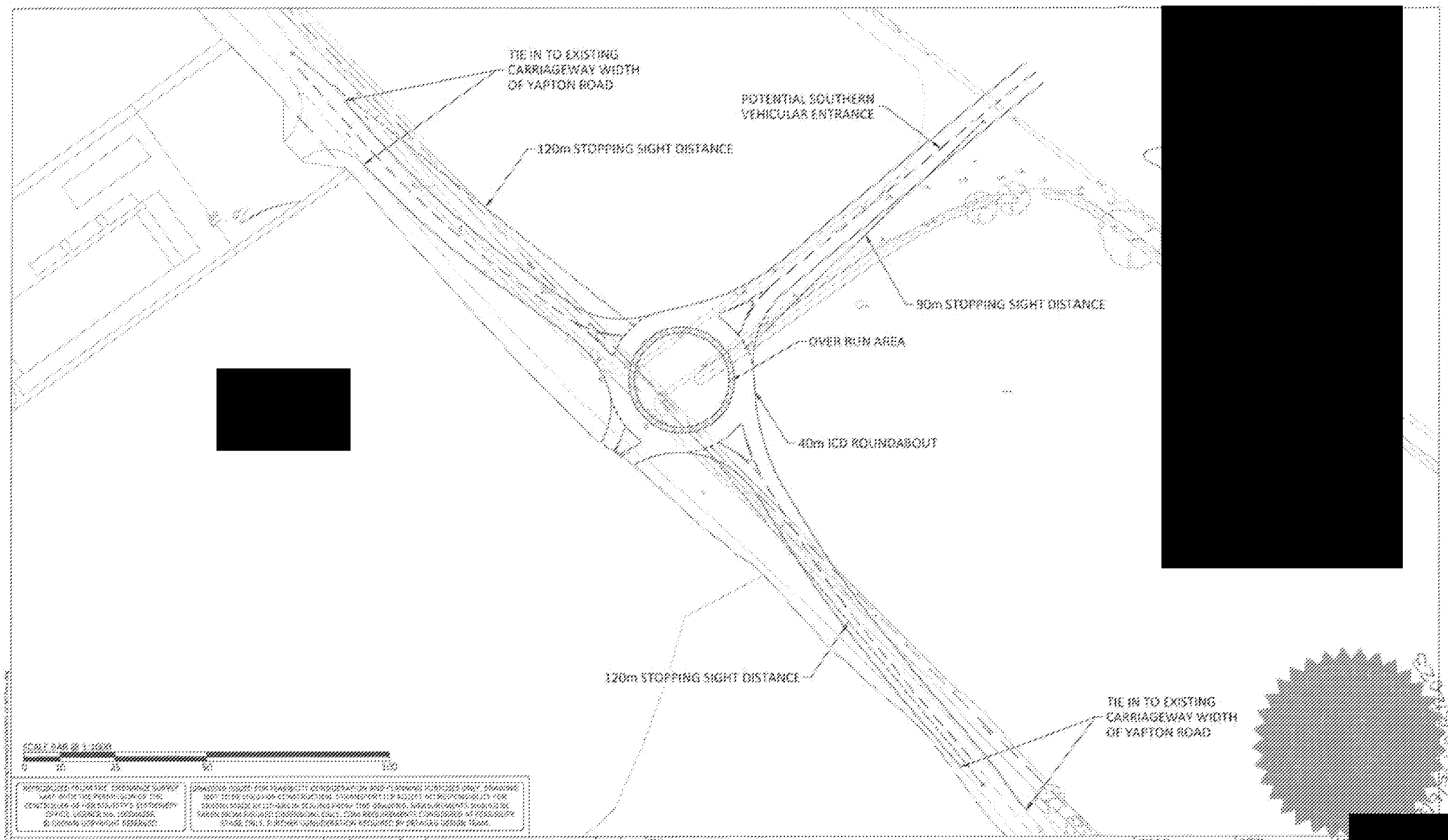
PROJECT: FORD AIRFIELD

CLIENT: REDROW HOMES LIMITED & WATES DEVELOPMENT LIMITED

DRAWING NO: ITB13091-GA-004

PROJECT NO: ITB13091 | REV: B

ARUN DISTRICT COUNCIL F/4/20/OUT



1-Transport

Grove House, Lutyens Close, Chineham Business Park, Basingstoke, Hampshire, RG24 8AG
Tel: 01256 338640
Fax: 01256 338648
www.1-transport.co.uk

E	10.09.19	SH	ROUNDABOUT ICD REVISED	DS	DS
xx	xx.xx.xx	xx	xxxxxxxx	xx	xx

STATUS: FOR INFORMATION

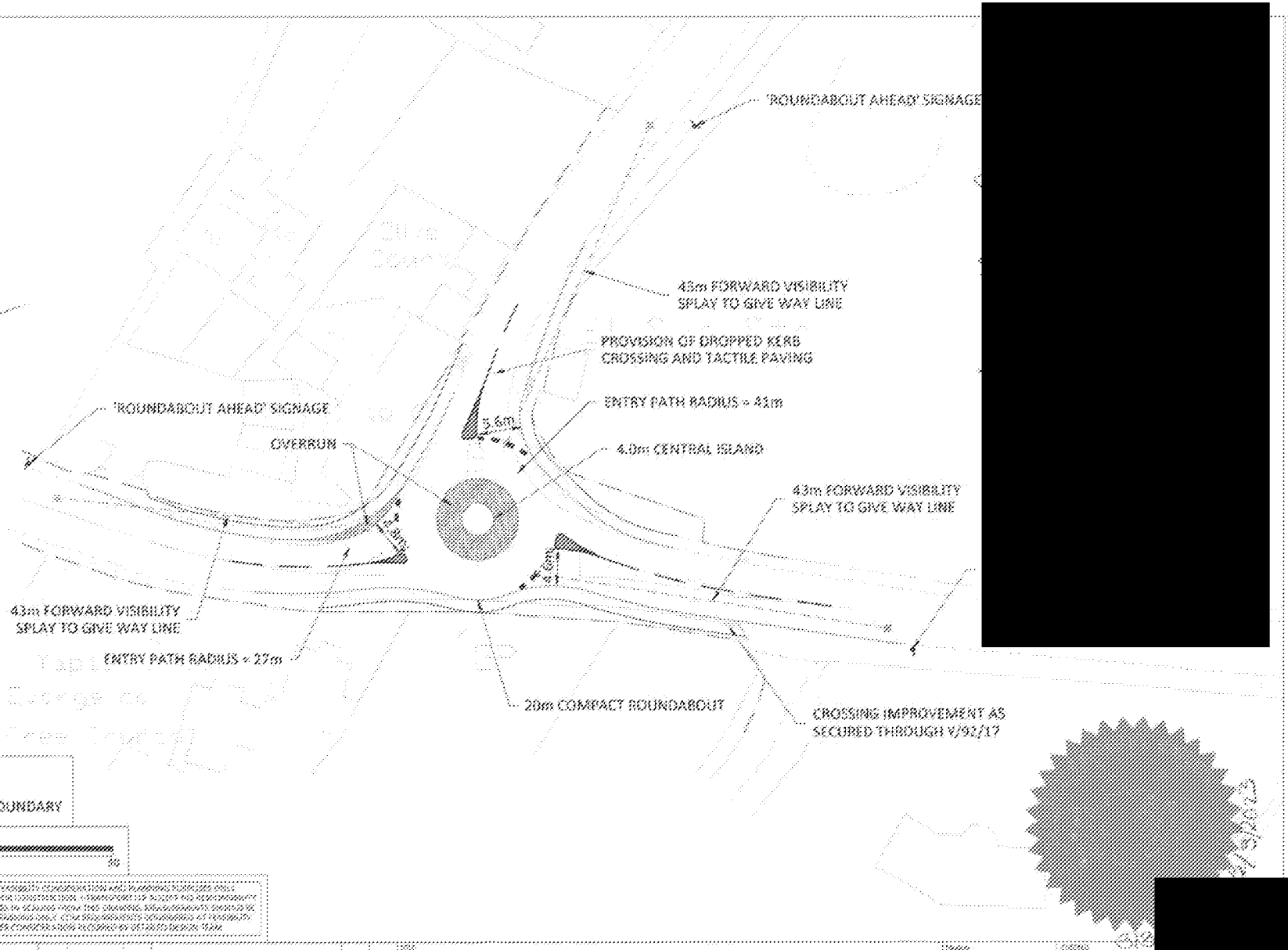
TITLE: POTENTIAL SOUTHERN VEHICULAR ACCESS FROM YAPTON ROAD

PROJECT: FORD AIRFIELD, WEST SUSSEX

CLIENT: REDROW HOMES LIMITED & WATES DEVELOPMENTS LIMITED

SCALE @ A1: 1:250	SCALE @ A3: 1:500
DRAWN: IT813091	CHECKED: SH
DRAWING NO.: IT813091-GA-001	
PROJECT NO.: IT813091	REV: E

ARUN DISTRICT COUNCIL F/4/20/OUT



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B	28.09.20	JD	RSA COMMENTS INCORP'D	DS	DS
A	15.07.20	JD	JUNCTION AMENDED	DS	DS
rev	date	by	revision	chk	app

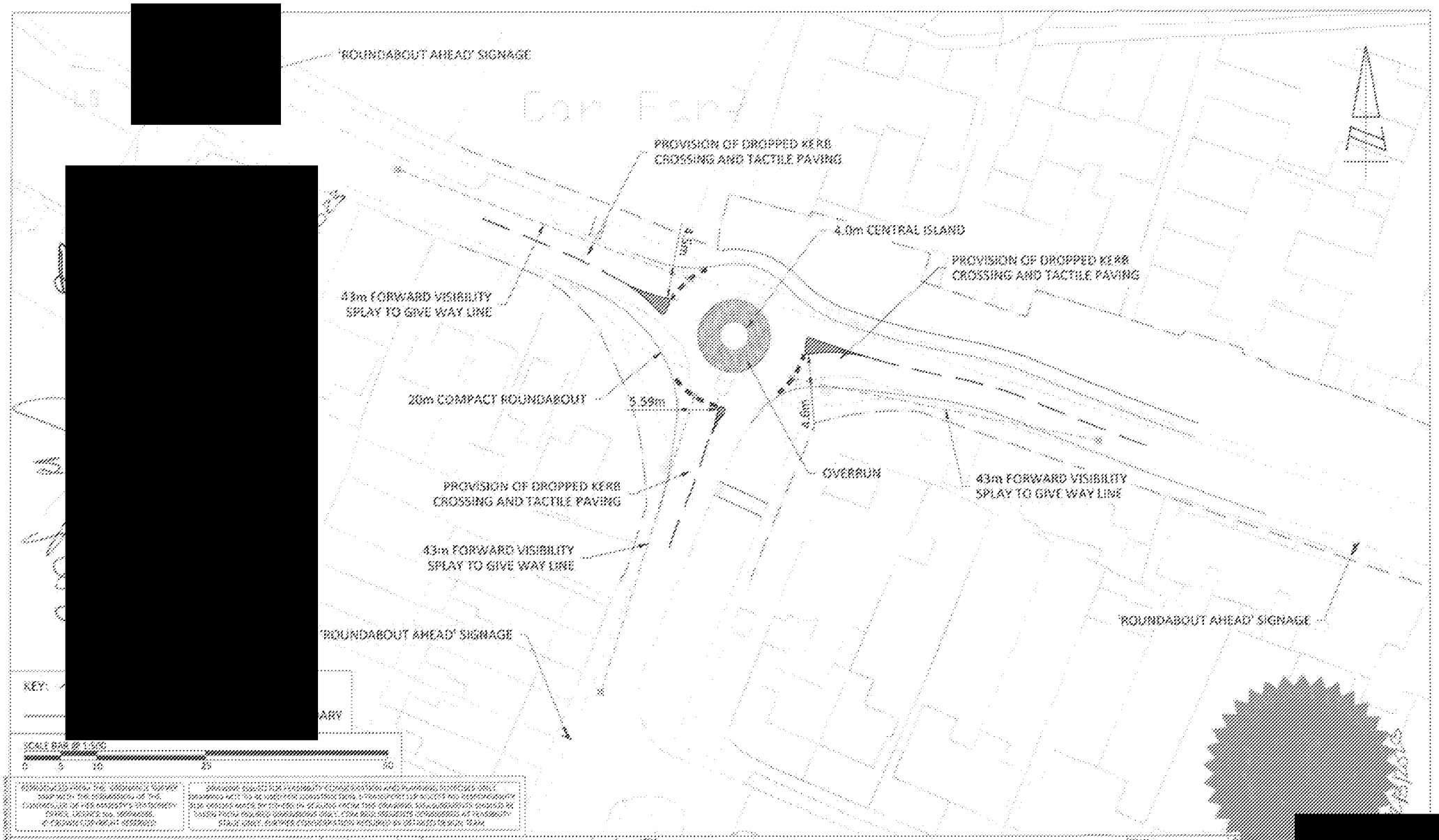
status: FOR INFORMATION

title: NORTH END ROAD / B2233 ROUNDABOUT MITIGATION SCHEME

client: FORD AIRFIELD

client: REDROW HOMES LIMITED & WATES DEVELOPMENTS LIMITED

drawn: SK	check: DS
scale @ A1: 1:500	date:
project no: ITB13091	
drawing no: ITB13091-GA-026	rev: B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PROVISION OF DROPPED KERB CROSSING AND TACTILE PAVING
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20m COMPACT ROUNDABOUT
5.59m
4.50m
OVERRUN
43m FORWARD VISIBILITY SPLAY TO GIVE WAY LINE
PROVISION OF DROPPED KERB CROSSING AND TACTILE PAVING
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'ROUNDABOUT AHEAD' SIGNAGE
'ROUNDABOUT AHEAD' SIGNAGE
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i-Transport
Group House, Harvest Crest, Fleet, Hampshire, GU51 2UZ
Tel: 01252 532040
www.i-transport.co.uk
C 08.10.20 JD PED CROSSINGS ADDED DS DS
B 01.10.20 MC SOUTHERN ARM REVISED DS DS
A 28.09.20 JD RSA COMMENTS INCORP'D DS DS
FOR INFORMATION
BILSHAM ROAD / BURNDELL ROAD ROUNDABOUT MITIGATION SCHEME
FORD APFELD
REDROW HOMES LIMITED & WATES DEVELOPMENTS LIMITED
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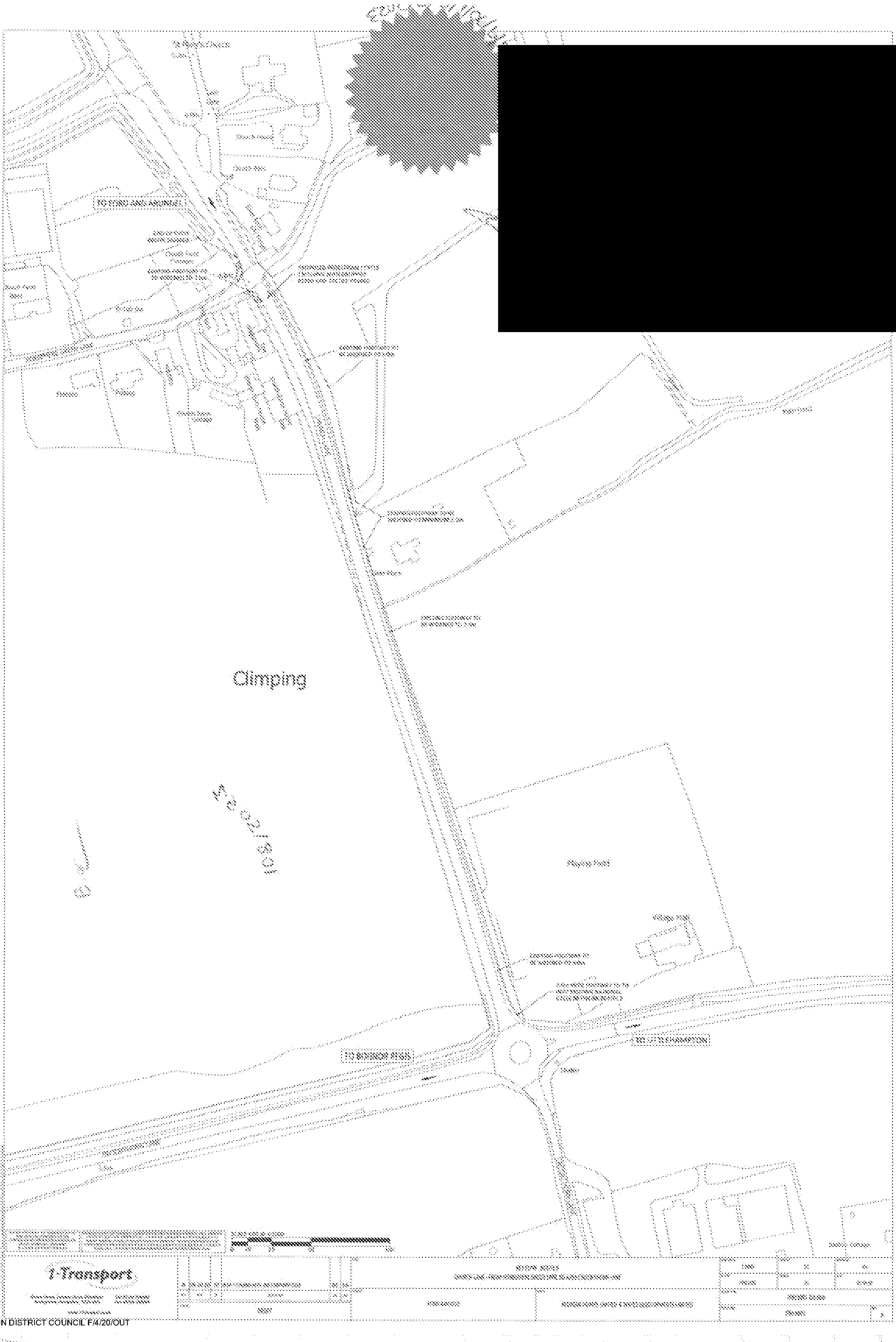

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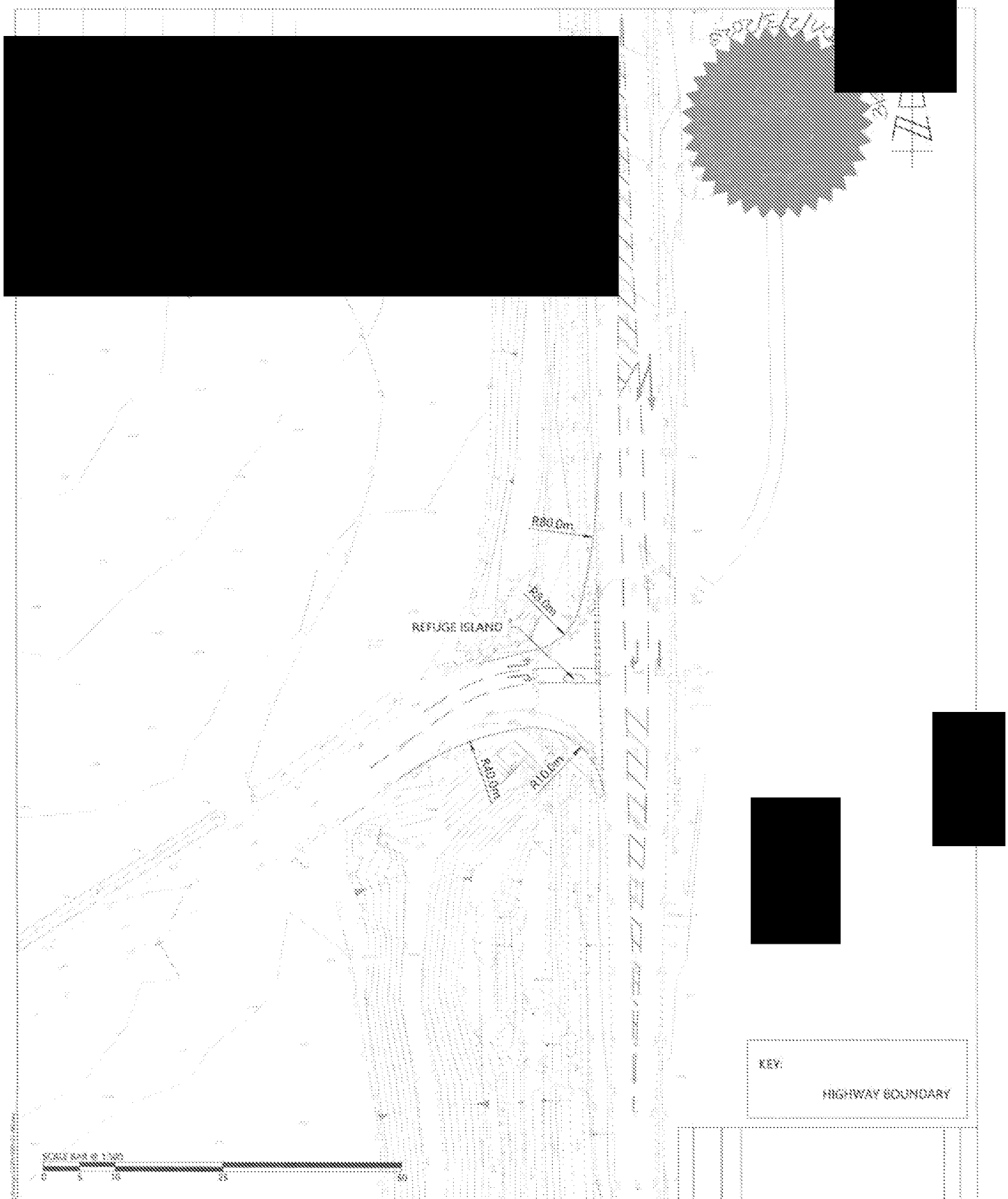
ARUN DISTRICT COUNCIL F/4/20/OUT



KEY:

HIGHWAY BOUNDARY

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CLIENT: REDROW HOMES LIMITED

STATUS: FOR INFORMATION

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TITLE: POTENTIAL EASTERN ACCESS AMENDMENTS

PROJECT: FORD AIRFIELD

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PROJECT NO.	SCALE @ A3	DATE
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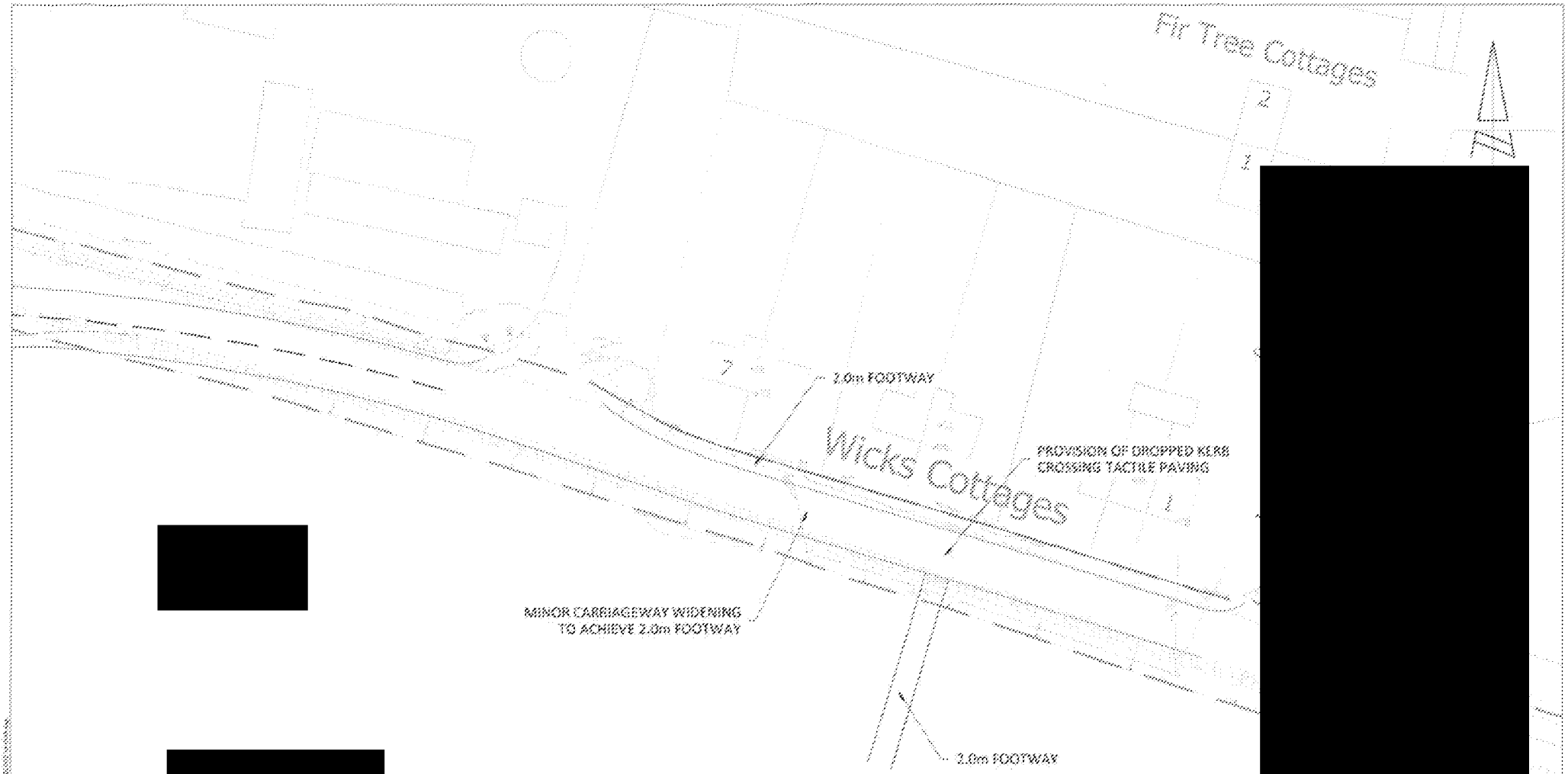

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FOR INFORMATION

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FORD AIRFIELD

REDROW HOMES LIMITED &
WATES DEVELOPMENTS LIMITED

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ITB13009-GA-006

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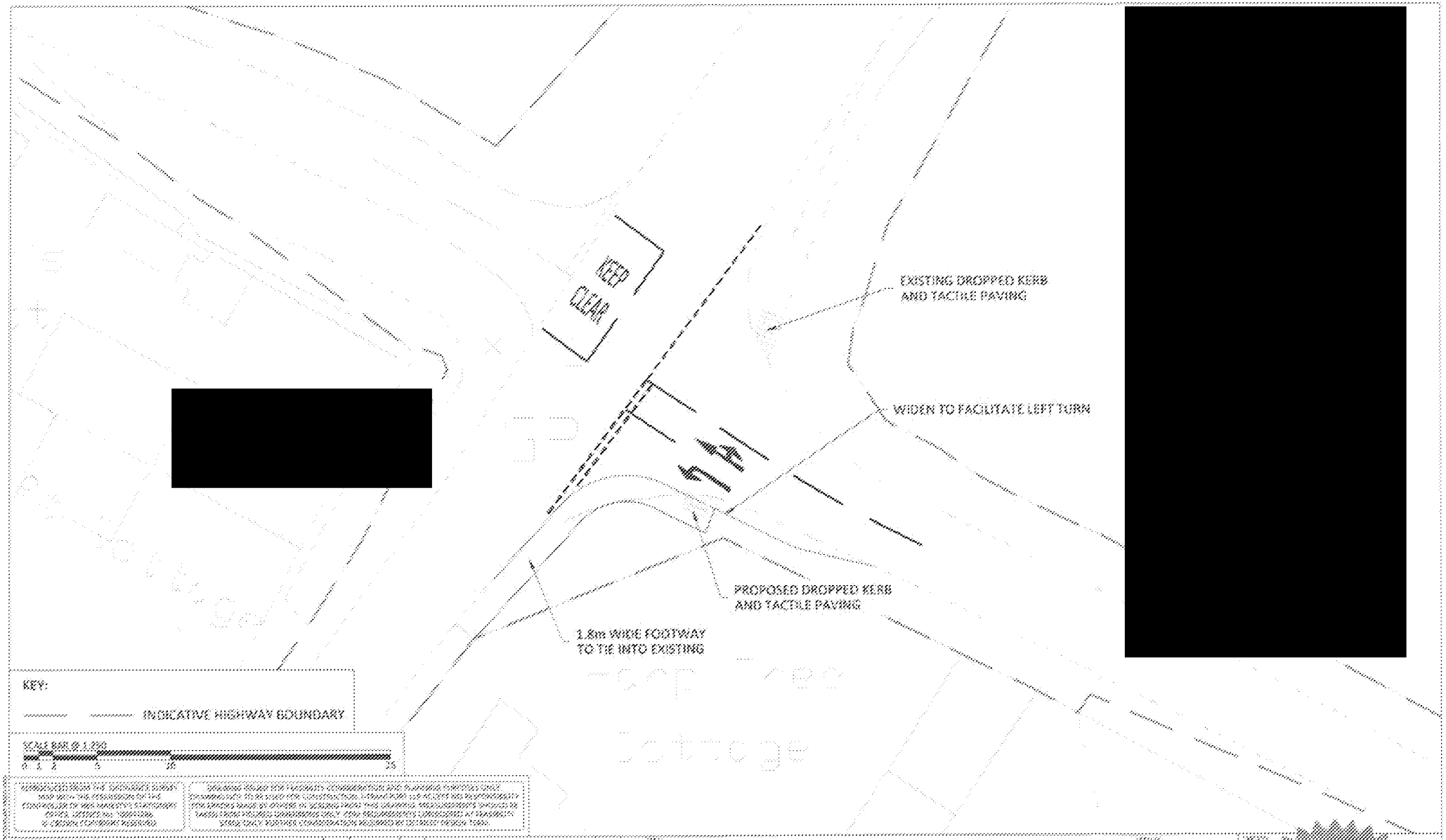
ARUN DISTRICT COUNCIL F/4/20/OUT



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A	19.08.19	JD	AMENDMENTS TO JUNCTION	DS	DS

STATUS: FOR INFORMATION

TITLE: FORD LAND / NORTH END ROAD IMPROVEMENT

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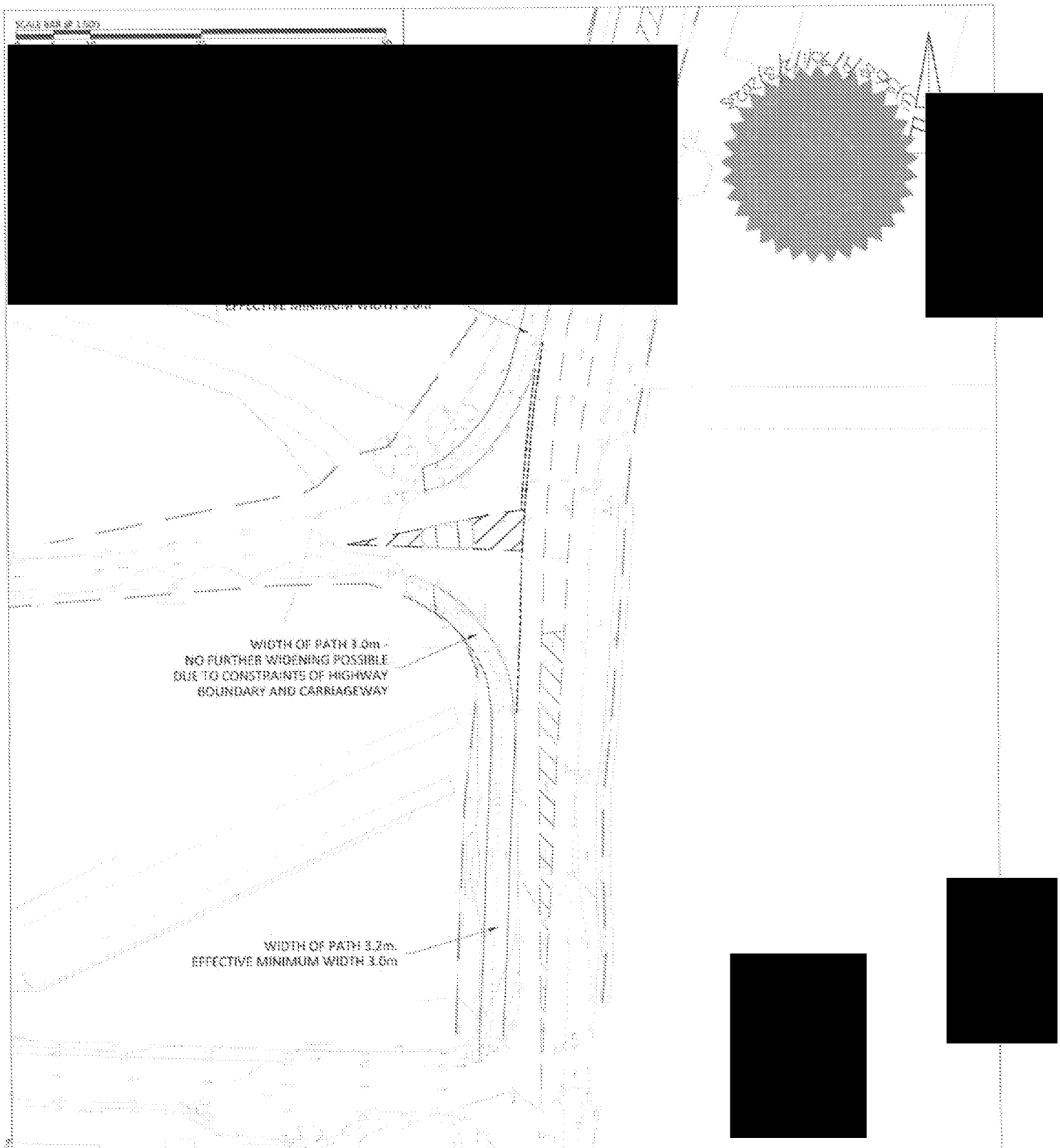

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A	16.07.20	JD	FOOTWAYS AMENDED	DS	DS

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TITLE: DRAFT

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TITLE: PEDESTRIAN FOOTWAY / CYCLEWAY ROUTE - SHEET 1 OF 5

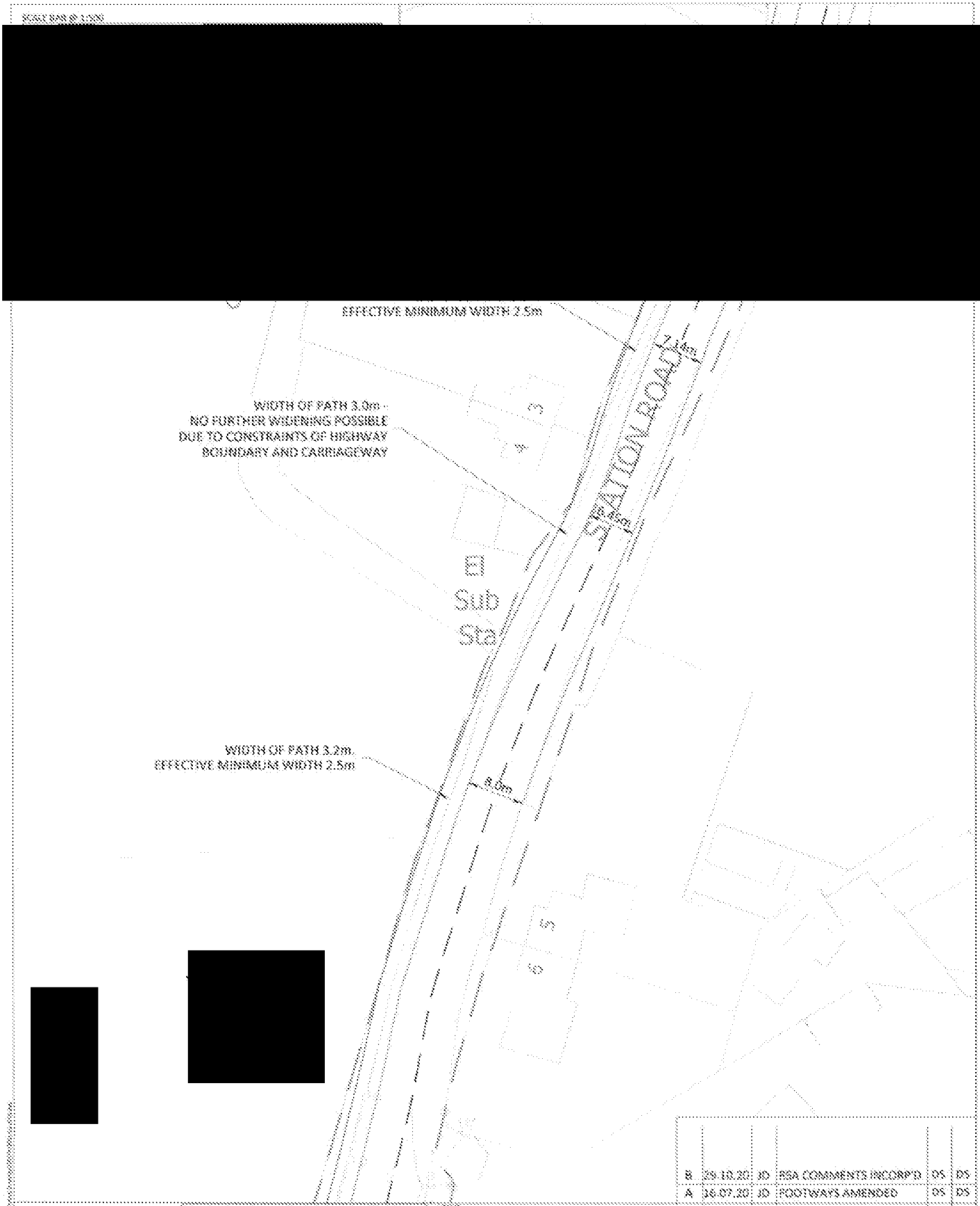
SCALE: 1:500 | CHECKED: DS | APPROVED: DS

FILE NO: ITB13091 | DRAWN: SH | DATE: 17.07.18

PROJECT: FORD AIRFIELD

DRAWING No: ITB13091-GA-006

PROJECT No: ITB13091 | REV: B



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TITLE: PEDESTRIAN FOOTWAY / CYCLEWAY ROUTE - SHEET 2 OF 5

PROJECT: FORD AIRFIELD

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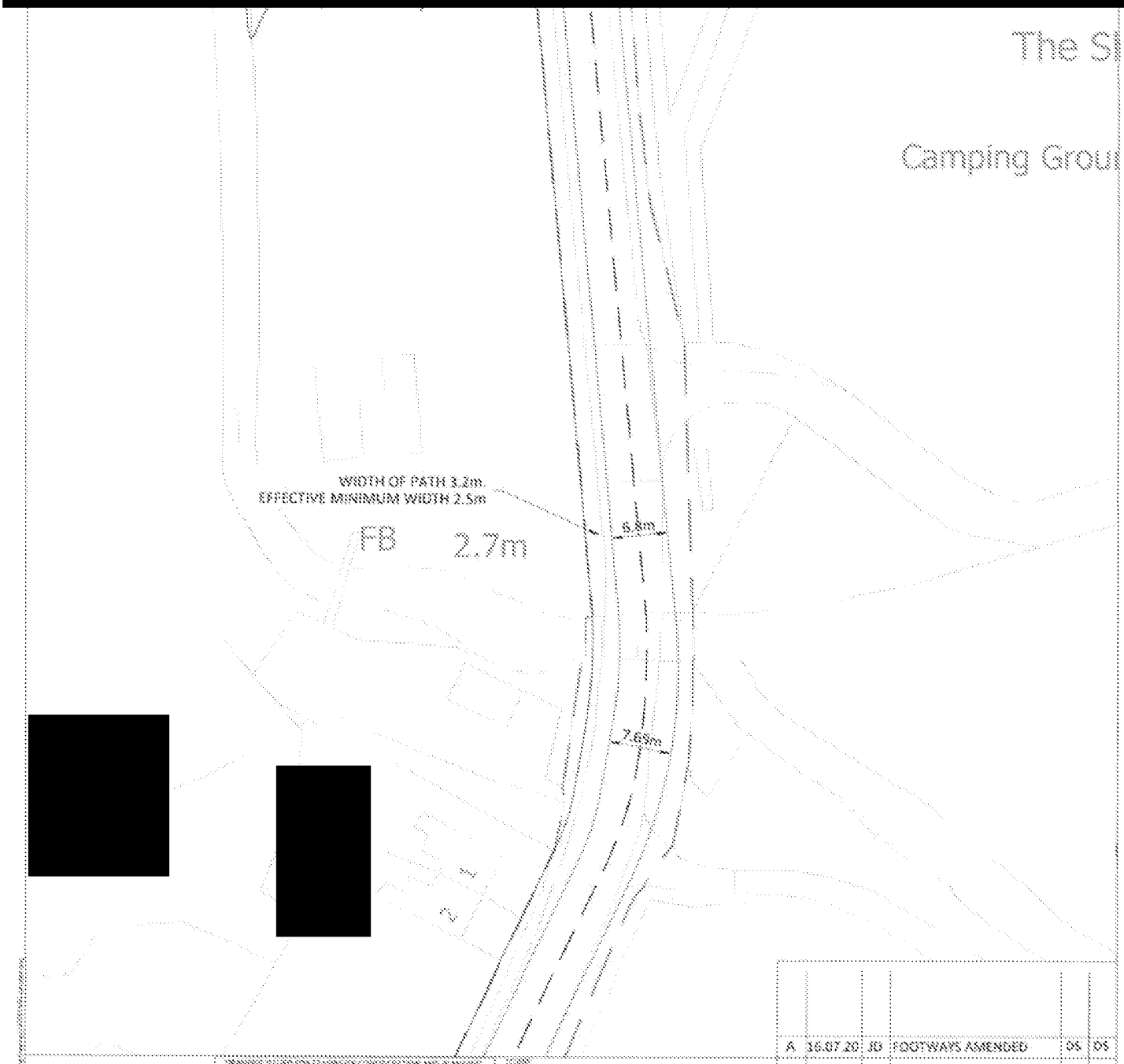

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TITLE: PEDESTRIAN FOOTWAY / CYCLEWAY ROUTE - SHEET 3 OF 5

PROJECT: FORD AIRFIELD

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PEDESTRIAN FOOTWAY / CYCLEWAY ROUTE - SHEET 4 OF 5

FORD AIRFIELD

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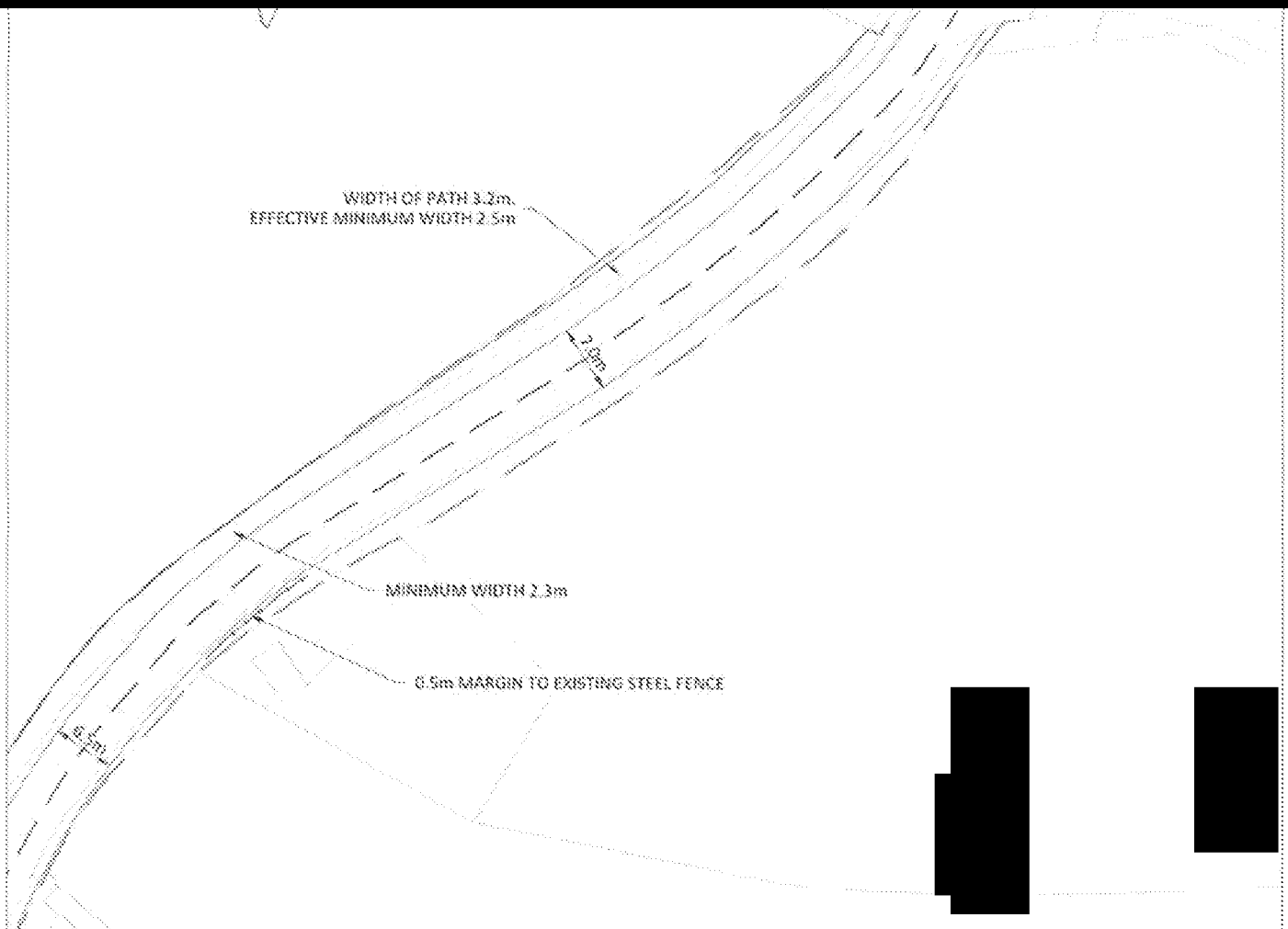

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PROJECT
PEDESTRIAN FOOTWAY / CYCLEWAY ROUTE -
SHEET 5 OF 5

PROJECT
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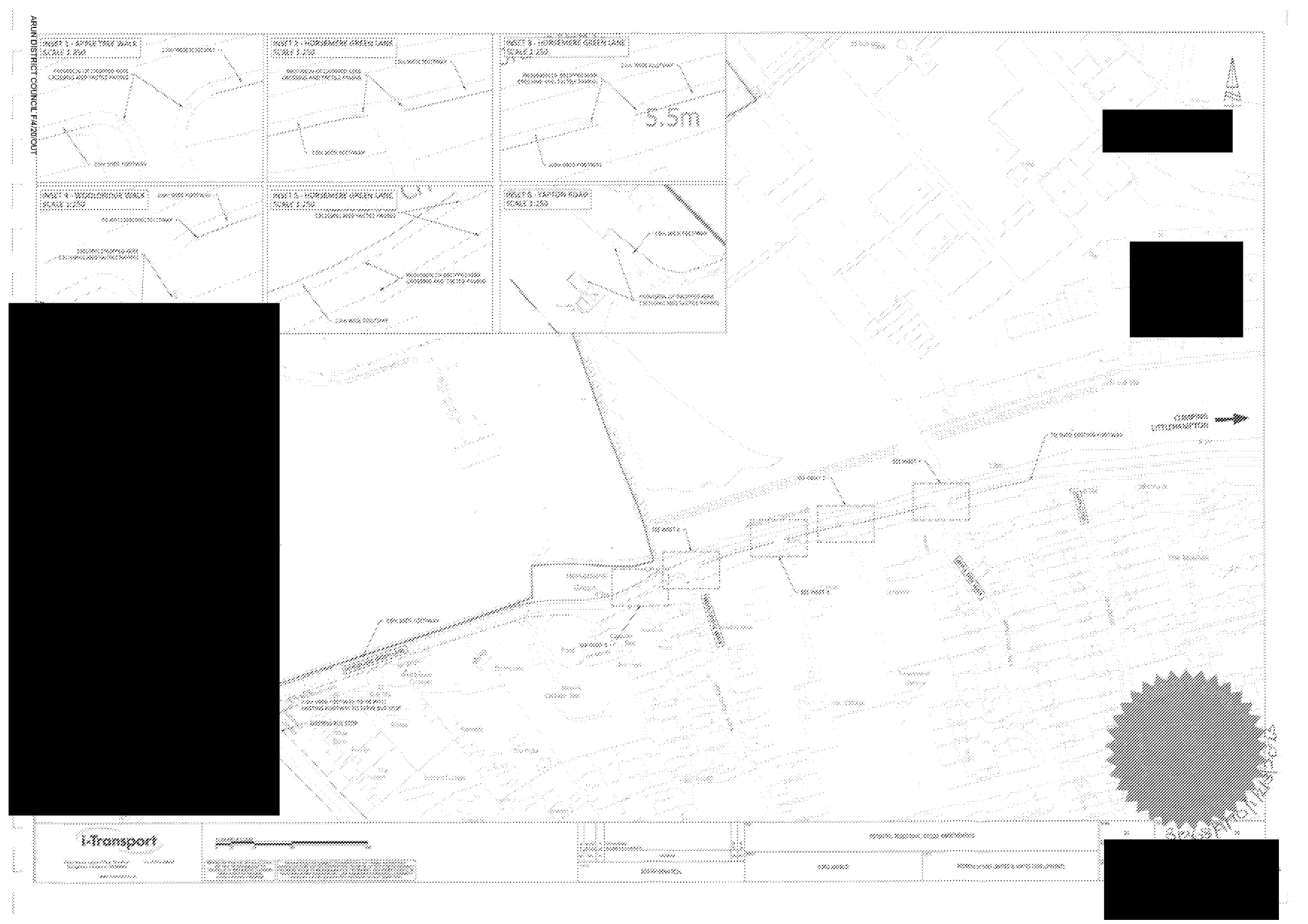
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SCALE 1:250
INSET 3 - HORSEMERE GREEN LANE
SCALE 1:250
5.5m
INSET 4 - WOODMANCOTE ROAD
SCALE 1:250
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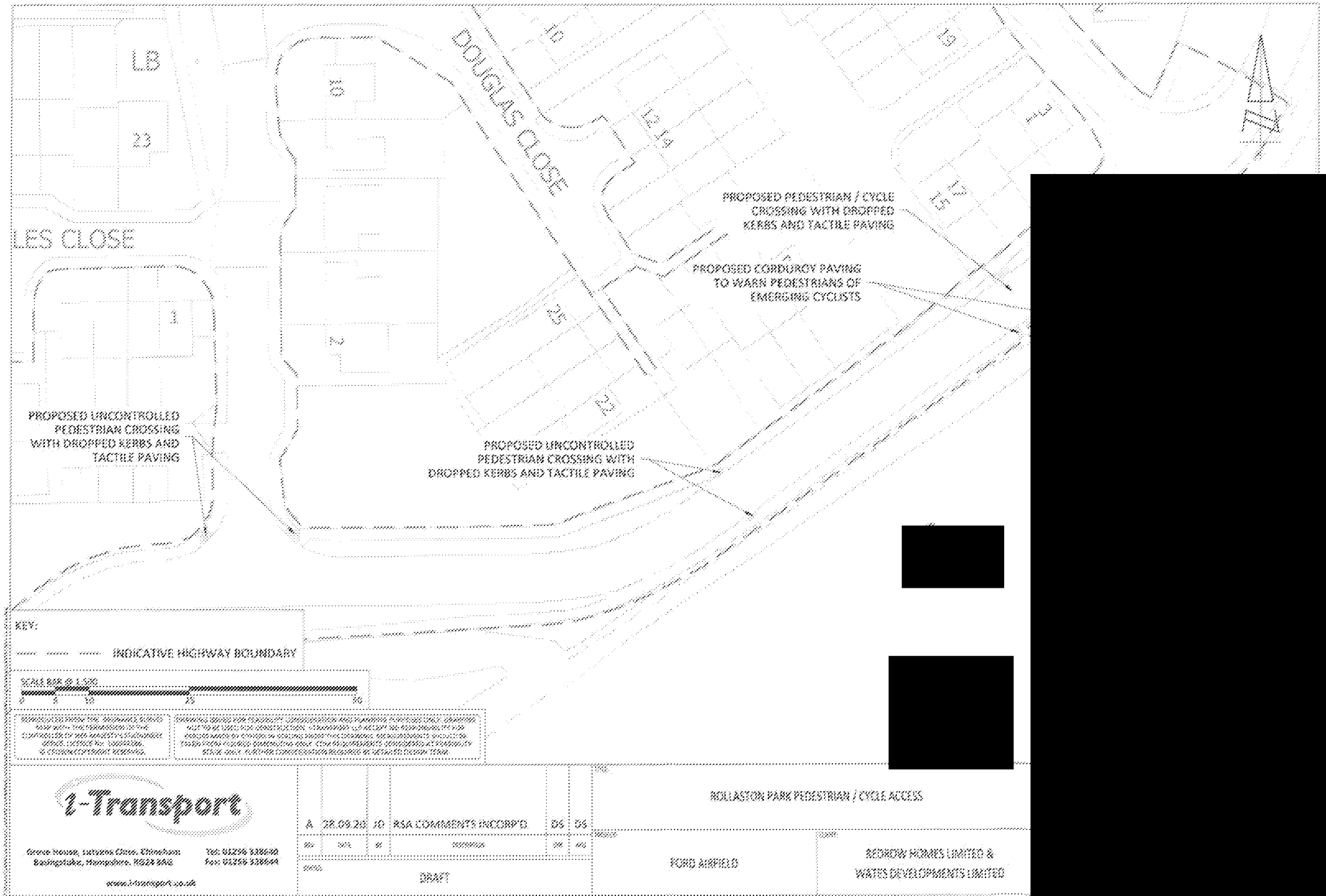

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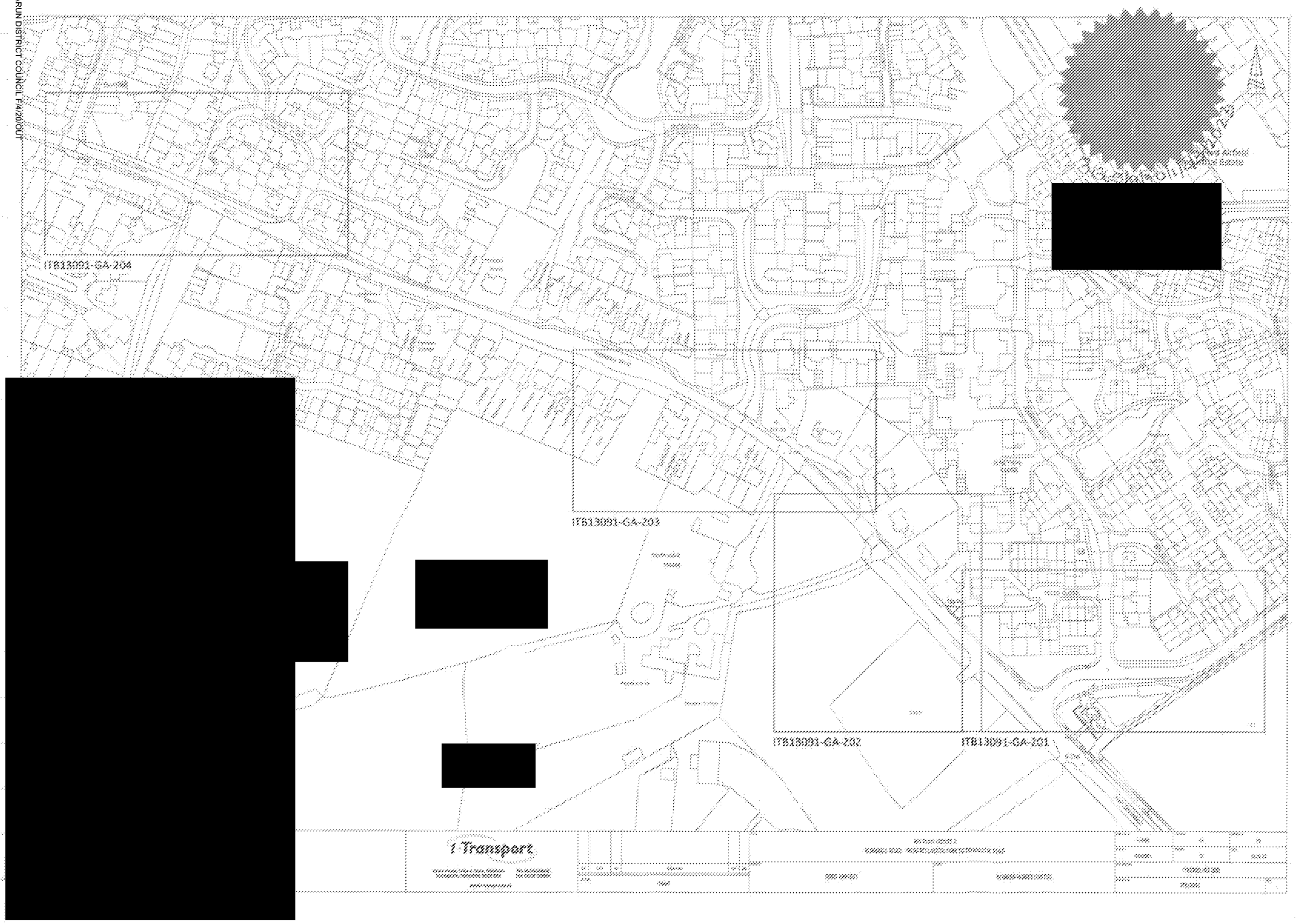

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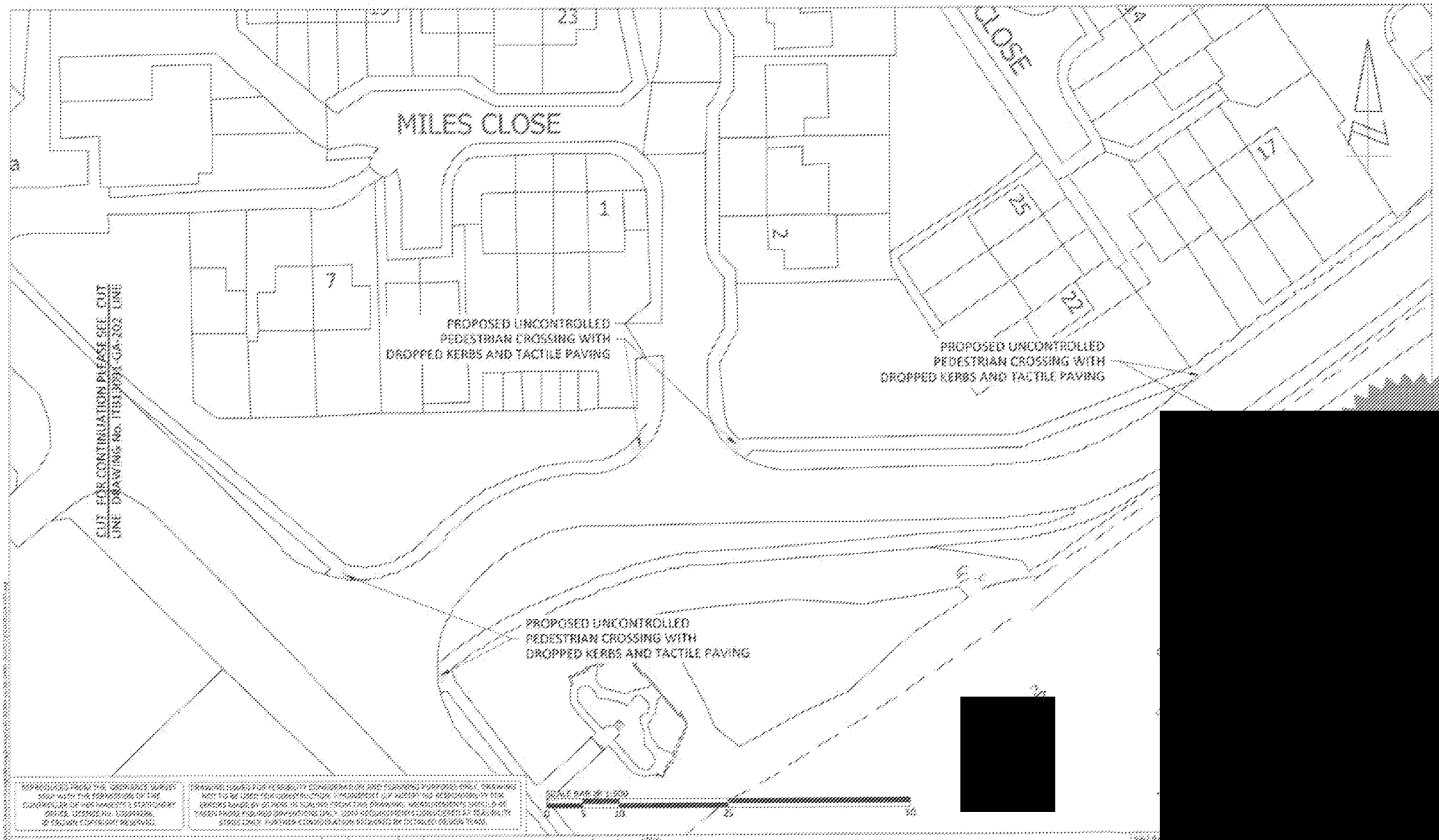

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REV	DATE	BY	DESCRIPTION	CHK	APP

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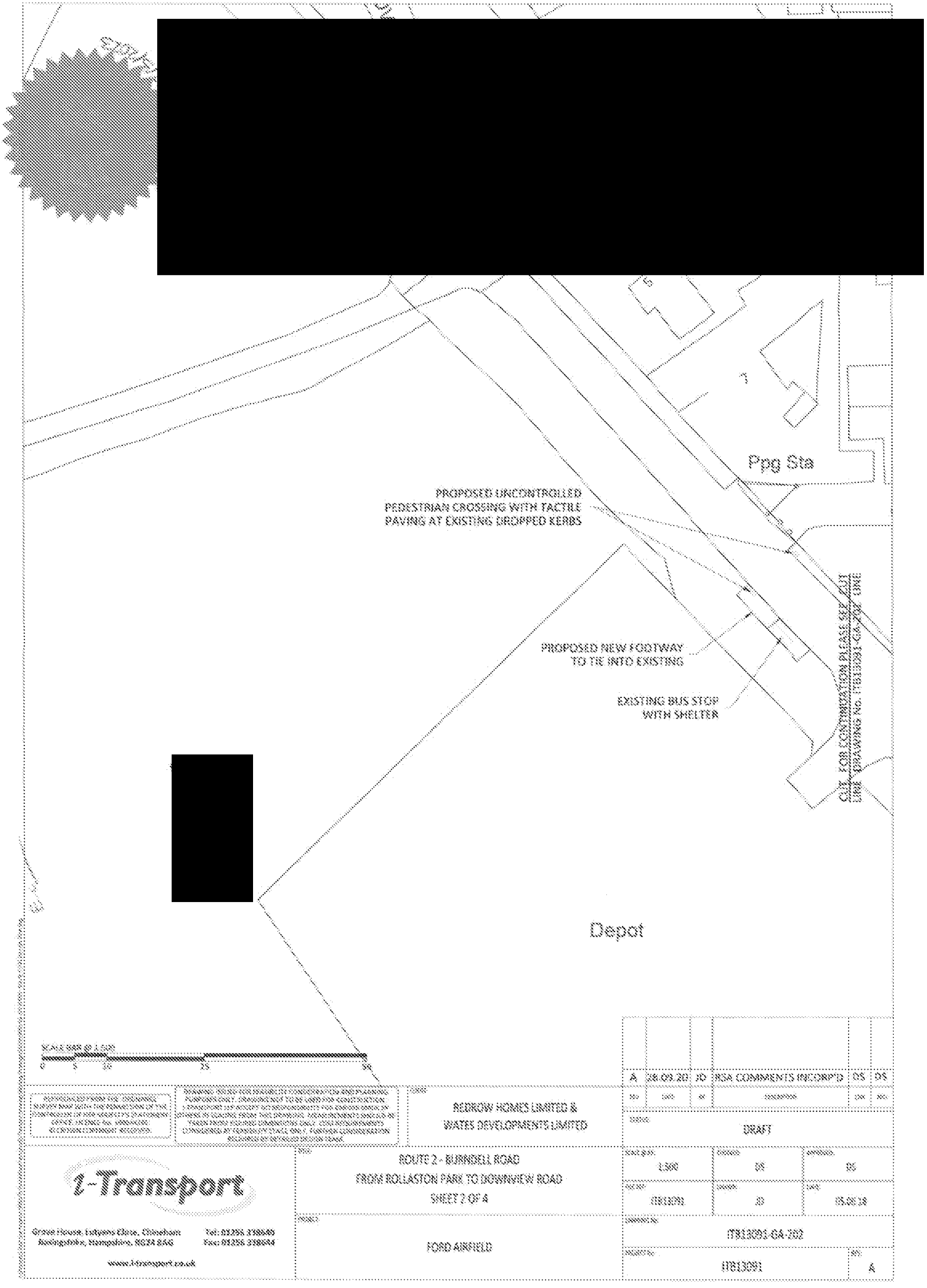
ROUTE 2 - BURNDELL ROAD
FROM ROLLASTON PARK TO DOWNVIEW ROAD
SHEET 1 OF 4

FORD AIRFIELD

REDROW HOMES LIMITED &
WATES DEVELOPMENTS LIMITED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Ppg Sta
PROPOSED UNCONTROLLED
PEDESTRIAN CROSSING WITH TACTILE
PAVING AT EXISTING DROPPED KERBS
PROPOSED NEW FOOTWAY
TO TIE INTO EXISTING
EXISTING BUS STOP
WITH SHELTER
CUT FOR CONTINUATION PLEASE SEE CUT LINE DRAWING No. ITB13091-GA-202 LINE
[redacted]
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REDROW HOMES LIMITED &
WATES DEVELOPMENTS LIMITED
DRAFT
ROUTE 2 - BURNDELL ROAD
FROM ROLLASTON PARK TO DOWNVIEW ROAD
SHEET 2 OF 4
1:500
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FORD AIRFIELD
ITB13091-GA-202
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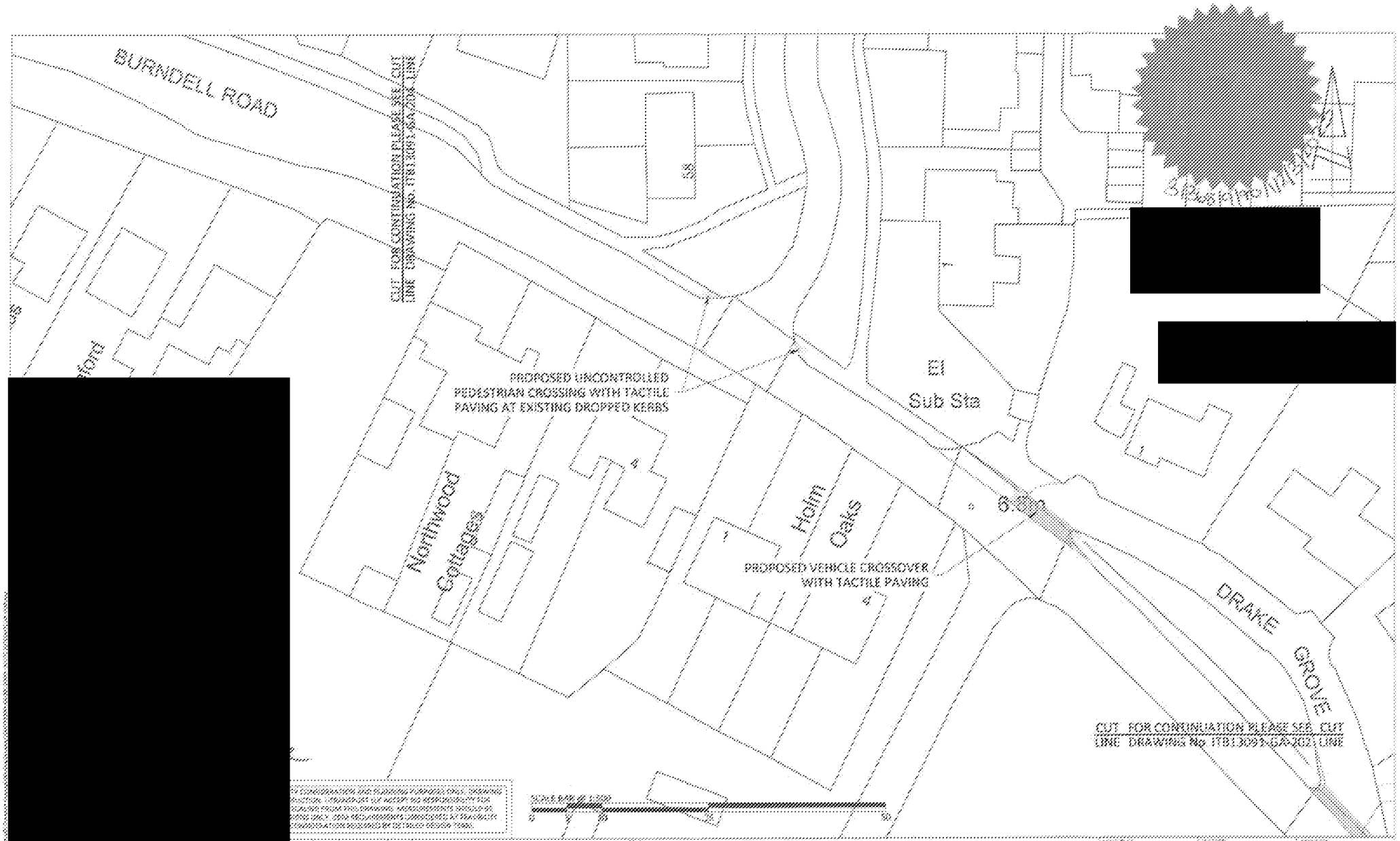
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El Sub Sta
Northwood Cottages
Holm Oaks
PROPOSED VEHICLE CROSSOVER WITH TACTILE PAVING
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ROUTE 2 - BURNDELL ROAD
FROM ROLLASTON PARK TO DOWNVIEW ROAD
SHEET 3 OF 4
FORD AIRFIELD
REDROW HOMES LIMITED & WATES DEVELOPMENTS LIMITED
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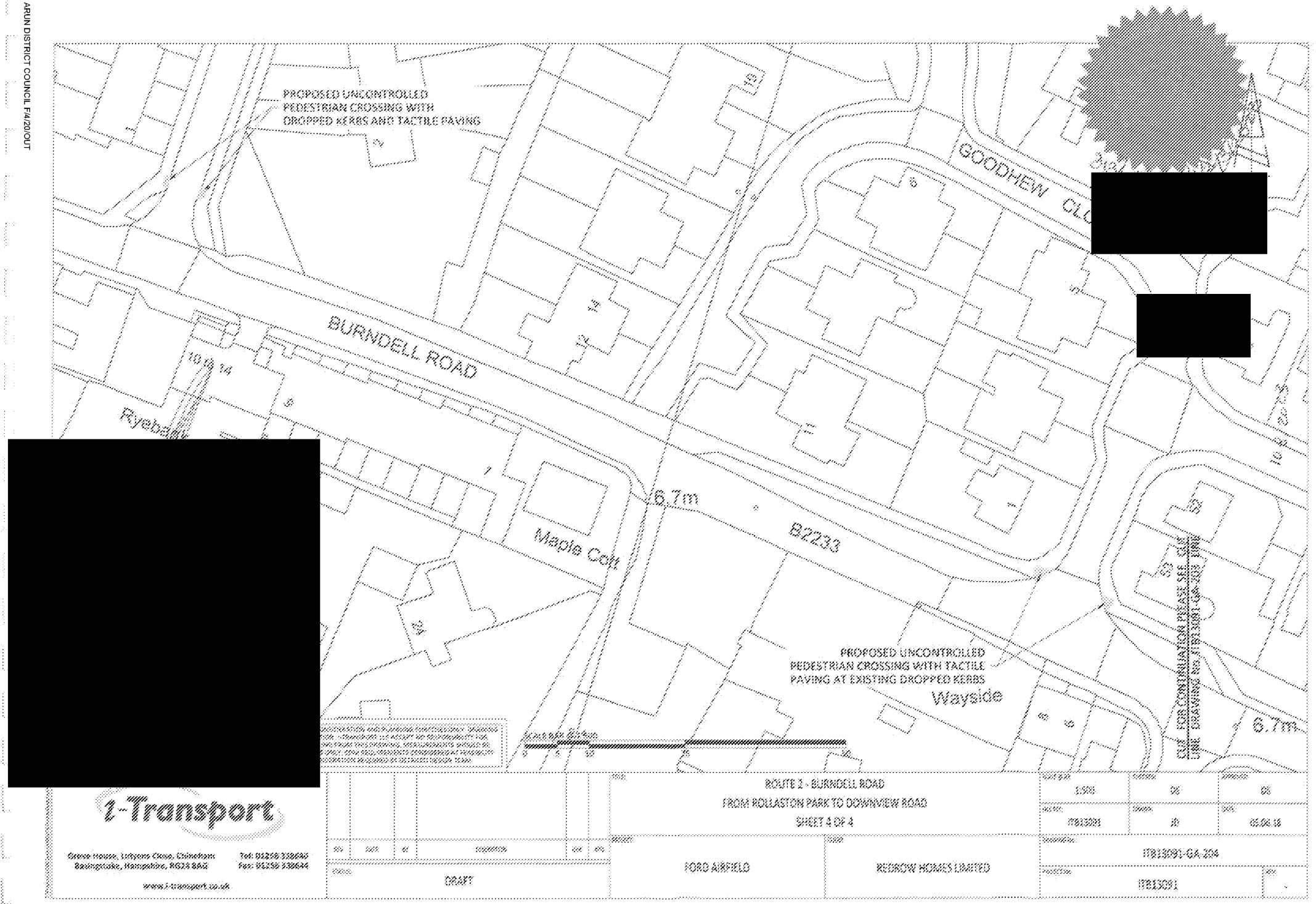
28.08.20
RSA COMMENTS INCORP'D

ARUN DISTRICT COUNCIL F/4/20/OUT



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ROUTE 1 - BURNDELL ROAD
FROM ROLLASTON PARK TO DOWNVIEW ROAD
SHEET 4 OF 4

SCALE	CHECKED	DRAWN
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JOB NO	DRAWN	DATE
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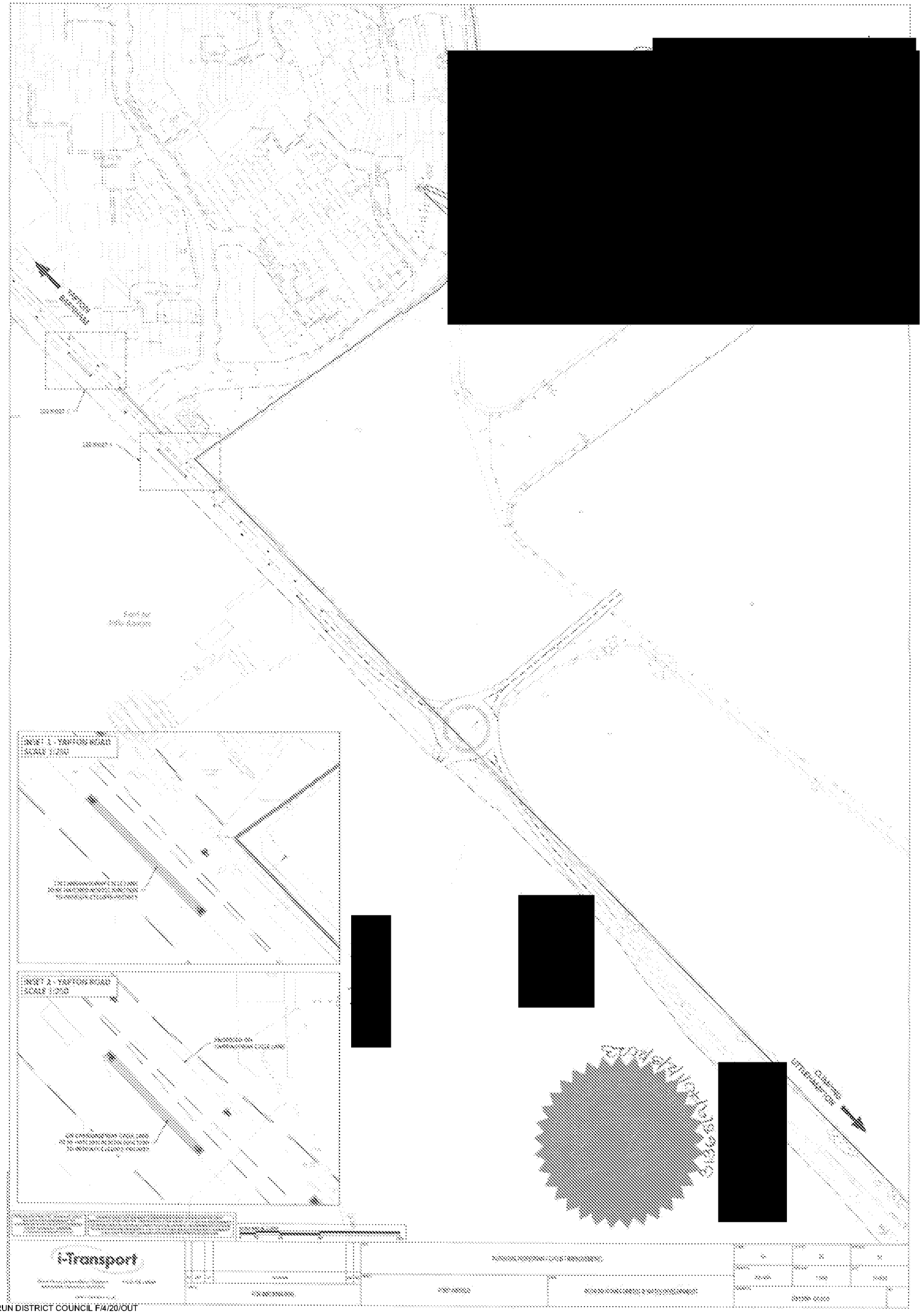
FORD AIRFIELD

REDROW HOMES LIMITED

DRAWING NO
ITB13091-GA-204

REVISION
ITB13091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ARUN DISTRICT COUNCIL F/4/20/OUT

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APPENDIX 11 – OPEN SPACE PLAN

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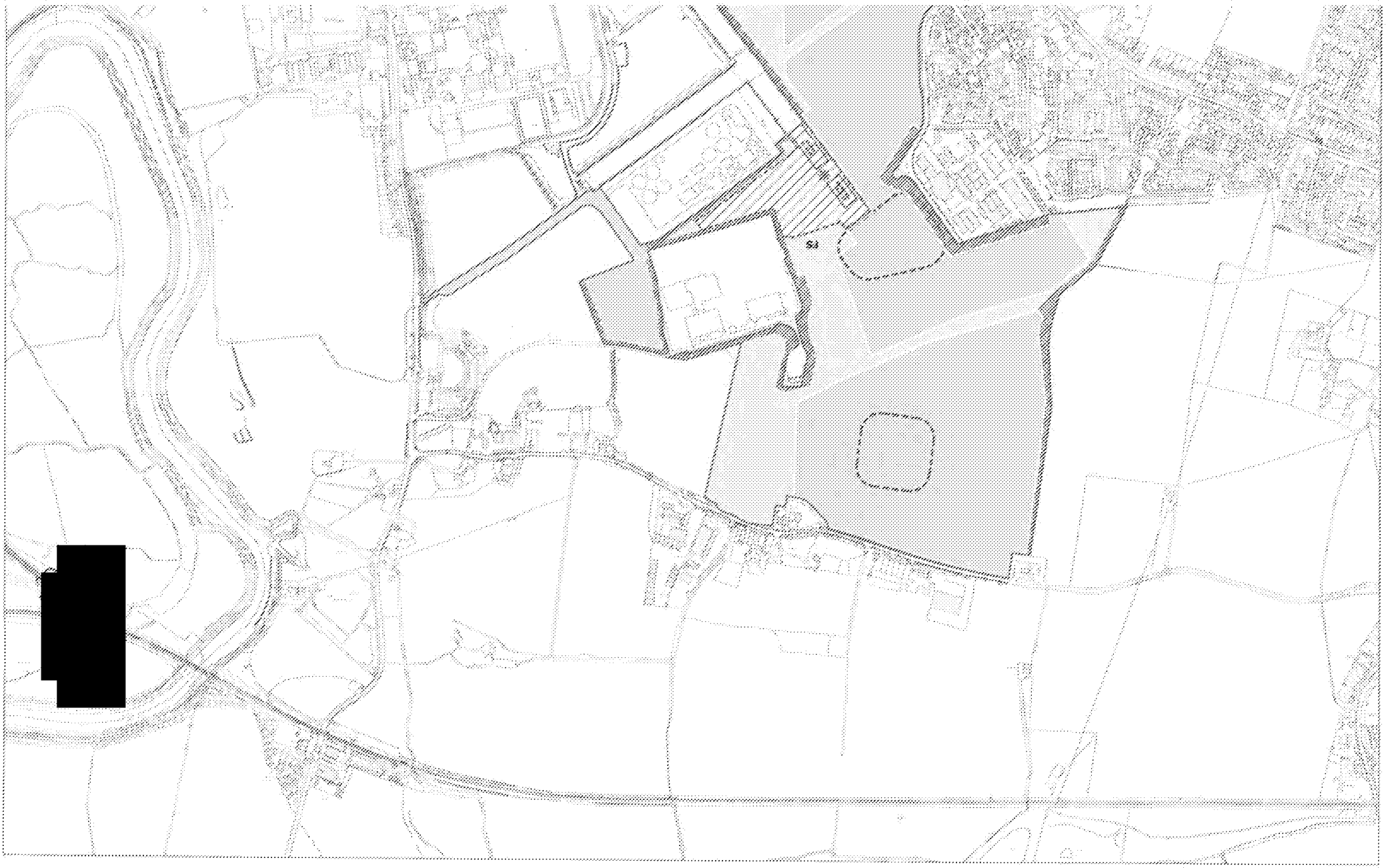

ARUN DISTRICT COUNCIL F4/20/OUT

APPENDIX 12 – EDUCATION FACILITY DEVELOPMENT AGREEMENT

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DATED 2022

(1) [*Insert name as per party (1) on page 1*]

(2) WEST SUSSEX COUNTY COUNCIL

DEVELOPMENT AND SALE AGREEMENT

RELATING TO LAND AT FORD AIRFIELD, FORD, ARUNDEL WEST SUSSEX

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28. VARIATION OF THE STANDARD CONDITIONS 23
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34. COMMUNICATIONS 26
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DATE **2022**

PARTIES

(1) ..... [parties to *insert name of freehold owner of the land upon which the school is to be built at point development agreement is signed*] a company incorporated and registered in England and Wales (registered number [ ]) whose registered office is at [ ] (the **Developer**); and

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall West Street Chichester West Sussex PO19 1RQ (**Council**).

INTRODUCTION

(A) The Developer owns the freehold of the Property and intends to develop the Property as more particularly set out in the Planning Permission

(B) The Developer has obtained the Planning Permission from the Local Planning Authority to develop the Property

(C) Under condition [#] of the Outline Planning Permission the Developer agreed to enter into the Planning Agreement which included (amongst other things) a covenant by the Developer with Arun District Council to build the School for the Council

(D) The School is to be built in an area in respect of which the Council has responsibility for education services and has duties to secure necessary capacity and to promote high standards in education.

(E) The Developer shall either construct or procure the construction of the School on the Property

(F) Once the School has been practically completed in accordance with the terms of this Agreement then the Developer will transfer the Property to the Council .

(G) The Council intends granting a lease of the Property (and the School) to the Academy Trust.

IT IS AGREED

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this agreement the following definitions shall apply unless the context requires otherwise:

2002 Act
the Land Registration Act 2002;

Academy Trust
[INSERT DETAILS HERE] TBC these will not be known for some time so need a placeholder for such academy trust as may be selected by West Sussex County Council and approved by the Secretary of State for Education

Act
the Town and Country Planning Act 1990;

Act of God
the happening of some event which could not be caused by the action or intervention of man and the loss from which could not have been avoided or prevented by any reasonable amount of foresight, pains or care;

Act of Terrorism
an act (including the use of force or violence or the threat of them) of any person or group of persons whether acting alone, or on behalf of, or in connection with, any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear and such other acts or things as may be included within the wording adopted in the London insurance market from time to time for the exclusion of cover in respect of acts of terrorism;

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Actual Completion
actual completion of the Transfer and **Date of Actual Completion** shall be interpreted accordingly;

All Risks Insurance;
has the meaning given to that expression in JCT DB 2016;

Appointments
the deeds of appointment to be entered into between the Developer and the members of the Design Team and the Employer's Agent in the form of the drafts set out in Appendix 1;

Approved Scheme
the scheme for carrying out the Developer's Works in accordance with the Programme as varied from time to time pursuant to the terms of this agreement;

Architect
[∗] or such other independent person, firm or company (being in the case of an individual a professional associate or fellow of the Royal Institute of British Architects and in the case of a firm or company having at least one partner or director (as the case may be) who is an associate or fellow of the said Institute) as may be appointed by the Developer to be the Architect for the purposes of this agreement and who shall be approved by the Council;

Bank
[∗];

Buildings
the School and ancillary structures to be constructed in the course of the Developer's Works;

Building Contract
Shall as the context admits be either

(a) the building contract or contracts to be entered into by the Developer for the carrying out of the Developer's Works in the form of JCT DB 2016 with such amendments (if any) as the Council acting reasonably shall first approve and the Developer shall obtain the approval of the Council to the Employer's Requirements and the Contractor's Proposals; or

(b) the building contract or contracts to be entered into by the Developer with the Developer's Group Company for the carrying out of the Developer's Works in the form of the JCT DB 2016 or such other form of building contract as the Developer shall reasonably use as the Council shall first approve acting reasonably and the Developer shall obtain the approval of the Council to the Employer's Requirements and the Contractor's Proposals or such other form of building contract as is required.

Building Contractor
Shall as the context admits be either

(a) [∗] or such other substantial and financially sound building contractor as the Developer shall employ from time to time under the Building Contract and who shall be approved by the Council; or

(b) Such substantial and financially sound Group Company of the Developer chosen by the Developer to carry out the Developer's Works and who shall be approved by the Council

Building Contractors Supply Chain
TBC

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CDM Principal Designer
such person as is appointed under regulation 5(1)(a) to perform the duties specified in regulations 11 and 12 CDM Regulations;

CDM Regulations
the Construction (Design and Management) Regulations 2015;

Certificates
any of the Practical Completion Statement and the Notice of Completion of Making Good;

Collateral Warranty Deeds
deeds in the form of the agreed drafts set out in Appendix 2 to be entered into by the respective members of the Construction Team subject only to such amendments as do not materially attenuate the liability of the warrantor and which shall first be approved by the Council;

Communication
any notice, application, approval, certificate or other communication from or on behalf of one party to another pursuant to the terms of this agreement;

Completion Date
the tenth Working Day after the Date of Practical Completion;

Consents
means the Planning Permission, the approvals of any Reserved Matters relating to the conditions attaching to any planning permission relating to the Works, any obligation under section 106 Town and Country Planning Act 1990, section 38 or section 278 Highways Act 1980 or section 104 Water Industry Act 1991, and all other permissions, consents, approvals, licences, certificates, and permits whether of a public or private nature as may be necessary lawfully to commence, carry out and complete the Works.

Construction Phase Plan
the plan that the Principal Contractor must prepare to comply with regulations 12 or 15 CDM Regulations;

Construction Team
the Building Contractor, the Design Team, the Employer's Agent and the Warranting Sub-Contractors;

Contract Rate
[#];

Contractor's Proposals
the documents showing and describing the Building Contractor's proposals for the design and construction of the Developer's Works to be supplied to the Developer in response to the Employer's Requirements;

Council's Technical Advisor – placeholder TBC

Court
a court of competent jurisdiction;

Date of Practical Completion
the date of issue of the Practical Completion Certificate;

DBS
Means the Disclosure Barring Service

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Defects
any defects, shrinkages or other faults in the Developer's Works which are due to materials or workmanship not in accordance with the Building Contract or frost or landscape features which fail to thrive due to a failure on the part of the Developer or Building Contractor to maintain occurring before the Date of Practical Completion or to faulty design;

Deleterious Materials
any building materials or agents used in connection with the construction process which at the time of specification or proposed use are generally considered by construction industry professionals at such time as (either in themselves or in combination with other materials with which they may be used in combination in works or as acted upon by environmental factors with which they may come into connection (either during the carrying out of works or thereafter) or when used in a particular situation or in particular quantities or concentrations):

(a) being hazardous to health;

(b) damaging to structures of a comparable type to the structure in which they are intended to be incorporated or impairing the performance of or reducing the stability of such structures;

(c) giving rise to a requirement for maintenance of structures of a comparable type to the structure in which they are intended to be incorporated at a higher level of frequency or expense than that which would normally be expected in a structure of comparable type;

(d) tending to reduce the life expectancy below the design-life expectancy of any materials with which they are intended to be combined or any materials to which they are intended to be affixed, or the structure in which they are intended to be incorporated or affixed; or

Design Data
all drawings, reports, documents, plans, software, formulae, calculations and other data whatsoever in any medium prepared by or on behalf of the Developer relating to the design and construction of the Developer's Works;

Design Team
the Architect, [the Environmental Consultant], [the Mechanical and Electrical Services Engineers], the Structural Engineer and any other consultants who are involved with the design of the Developer's Works;

Developer
the first party to this agreement and includes its successors-in-title and permitted assigns;

Developer's Solicitors
Cripps LLP of ...[please insert address]..... [(ref: [•]) or such other firm of solicitors appointed by the Developer from time to time;

Developer's Works
the works to be carried out by or on behalf of the Developer as more particularly shown or described in the Drawings and may include any part of the Developer's Works and shall include:

(a) the Off-Site Works;

(b) the demolition of any existing buildings and structures and site clearance and preparation;

(c)]the construction of the Services;

(d) The construction of a Serviced new turn key facility two form entry primary school, a two classroom early years facility and ancillary accommodation, a special support

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centre for two classrooms, with ancillary accommodation for the school, early years facility and special needs centre to include but not be limited to office, staff space, kitchen area, toilets including accessible toilets and space for nappy changing, a break out space on the ground floor and car parking. The facilities shall include ICT and Furniture and equipment so that it is a turn-key facility. The facilities shall be described more fully in the Specification and the Schedule of Accommodation

(e) the Landscaping Works

(f) the carrying out of any works required to remediate the contamination of the Property as required pursuant to the terms of the Planning Permission;

Dispute
a dispute, issue, difference, question or claim as between the Council and the Developer relating to or arising at any time out of this agreement;

Dispute Notice
a notice requiring a dispute to be referred to a Specialist and proposing an appropriate Specialist;

Drawings
the drawings and the specification set out in Appendix 3 comprising the Architect's drawings numbered.....[List drawing numbers],

the mechanical and engineering drawings numbered.....,

structural drawings numbered.....,

civil engineering drawings numbered.....,

drainage drawings numbered.....and

landscape drawings numbered..... [•]

and

a specification reference BB103 dated April 2014 and WSCC design guides reference ..... to go with the Schedule of Accommodation as were it is used and the expression shall include all such variations and alterations to them from time to time made pursuant to and in accordance with the terms of this agreement;

Electronic Payment
payment by electronic means in same day cleared Council s from an account held in the name of the Council 's Solicitors at a clearing bank to an account in the name of the Developer's Solicitors;

Employer's Agent
Shall as the context admits be either

(a) [•] or such suitably qualified person as a replacement employers agent as the Council shall approve; or

(b) If the Developer appoints a Group Company to act as Building Contractor for the Developers Works then such representative within the Developer's subsidiary who is appointed to carry out the role of Employers Agent or equivalent role under the Building Contract as the Council shall approve

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Employer's Requirements
the documents to be supplied to the Building Contractor by the Developer showing and describing or otherwise stating the Developer's requirements for the design and construction of the Developer's Works;

Event of Default
(a) the Developer not substantially commencing the Developer's Works within 40 Working Days of the First Unconditional Date;

(b) the Developer (before the Date of Practical Completion but not otherwise) committing a material breach of this agreement and failing within 40 Working Days of notice being given by the Council or the Council 's Surveyor (or sooner in case of emergency) to commence appropriate action to investigate such breach and thereafter failing diligently to remedy such breach as soon as reasonably practicable to the reasonable satisfaction of the Council ;

(c) the Developer ceasing to carry out the Developer's Works or repudiating this agreement;

Excluded Transfer
a transfer which is treated as neither the supply of goods nor a supply of services for the purposes of VAT by virtue of section 49 VAT Act and Article 5 Value Added Tax (Special Provisions) Order 1995;

First Unconditional Date
TBC

Force Majeure Event
any of the following events (and any circumstance that arises as a direct consequence of any of the following events):

(a) Act of Terrorism;

(b) act of the public enemy or insurrection, civil war, civil disorder, civil commotion, , war , military or usurped power, confiscation or requisition or destruction or damage to property by or under the order of any government or public or local authority or seizure under legal process;

(c) not used

(d) revolution, riot;

(e) fire, earthquake,, collapse, aircraft, aerial devices and articles dropped or falling from them, impact;

(f) nuclear, chemical or biological contamination of the Property or any adverse ground or soil conditions in or affecting the Property or the presence of any underground structure or object in the Property or in any nearby property;

(g) pressure waves caused by devices travelling at supersonic speeds;

(h) the presence or discovery of fossils, antiquities, bodies or other human remains or unexploded bombs;

Group Company
in relation to any company, a company which is a member of the same group of companies as that company within the meaning of section 42 Landlord and Tenant Act 1954;

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Health and Safety File
the record in relation to the Developer's Works required under regulation 12(5) CDM Regulations;

Insolvency Act
the Insolvency Act 1986 as amended;

Intellectual Property
all intellectual and industrial property and all rights in them in any part of the world including any patent, petty patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement technique, copyright (including rights in computer software and database and topography rights), unregistered design right, technical information or drawing created by or procured by the Developer in connection with the Developer's Works;

JCT DB 2016
the JCT Design and Build Contract 2016 edition;

Joint Fire Code
the code so defined in JCT DB 2016;

Landscaping Works
all hard and soft landscaping works to be carried out on or at the Property as described in section [#] of the Drawings;

[Longstop Date
Shall mean……..

[Mechanical and Electrical Services Engineers
[•].]or such other suitably qualified independent person firm or company given the nature of the Developers Works as may be appointed by the Developer to be the Mechanical and Electrical Services Engineers for the purposes of this agreement and who shall be approved by the Council;

Necessary Consents
all permissions, consents, licences, certificates, authorisations and other approvals which may be required from any local or other authority or body or person or any fire officer for the construction of the Developer's Works;

Notice of Completion of Making Good
the notice defined in clause 2.36 JCT DB 2016;

Off-Site Works
any works which must be completed other than on the Property as described in section [•] of the Drawings;

Option to Tax
an option to tax in respect of the Property within the meaning of paragraph 2 schedule 10 VAT Act;

Outline Planning Permission
outline planning permission reference …… dated…… [#] permitting development of the Site (including the Property);

Part 1 Conditions
the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision) and **Standard Condition** means any one of them;

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Part 2 Conditions
the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision);

Permitted Variations
means any variation:

(a) which is insubstantial or immaterial and of routine nature; and/or

(b) which involves a substitution of material provided that the material substituted is of equivalent or superior standard and is not less suitable for its purpose; and/or

(c) where the variation is required in order to satisfy a change in law or is ordered by a competent authority and such variation would not materially adversely affect the Development; and/or

(d) which does not add delay to the completion of the Works; and/or

(e) any Variation which is not an Unacceptable Variation and which is required by any local or other competent authority either as a condition of the grant or continuation in force of any consent or approval or in consequence of any variation, relaxation or waiver of any consent or approval; and/or

(f) (F) any other Variation which is not an Unacceptable Variation and which is proposed by the Employer's Agent or other appropriate Consultant and approved in writing by the Council (which approval must not be unreasonably withheld or delayed).

PI Requirements
professional indemnity insurance cover for not less than €10,000,000 for any one occurrence or series of occurrences arising out of one event (and £2,000,000 in the aggregate in respect of asbestos claims);

Plan
the plan attached at Appendix 4;

Planning Agreement
(a) any planning obligation entered into or proposed to be entered into under section 106 of the Act; and/or

(b) any agreement concluded or proposed to be concluded between a party to this agreement and the Planning Authority (whether or not under section 106 of the Act) and/or any other authority relating to the construction, maintenance or adoption of any road, sewer, drain or supply affecting or serving the Property (whether or not under sections 35 and 36 or section 278 Highways Act 1980 or section 104 Water Industry Act 1991);

(c) AND including for the avoidance of doubt the S106 Agreement dated..... [#] and made between .....[#]

Planning Authority
the local planning authority;

Planning Permission
The Outline Planning Permission together with the reserved matters consent reference .....dated .....being the planning permission for the Developer's Works;

Post Transfer Works
As defined in clause 40 of this Agreement

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Practical Completion Certificate
the certificate to be issued by the Employer's Agent pursuant to clause 2.27 JCT DB [2016] stating that the Developer's Works have been practically completed in accordance with the provisions of the Building Contract;

Principal Contractor
the person appointed under regulation 5(1)(b) CDM Regulations to perform the specified duties in regulations 12 to 14;

Programme
the provisional programme for carrying out the Developer's Works a copy of which is attached at Schedule 1;

Project
the carrying out of the Approved Scheme;

Property
the freehold estate of the area of land consisting of 2.3 hectares shown edged red on the Plan forming part of the Site registered (together with the remainder of the Site) with freehold title absolute under title number WSX274536;

Purchase Price
the sum of ONE POUND £1.00;

Rectification Period
the period so defined in JCT DB 2016 which shall be no fewer than 12 months from the Date of Practical Completion;

Relevant Events
the events set out in clause 2.26 JCT DB 2016;

Schedule of Accommodation
to be agreed between the parties acting reasonably but the parties agree that it shall include fixtures and fittings, and IT equipment to a standard level of fit out for a primary school, special support centre and early years provision so that the aforementioned primary school, special support centre and early years provision are a turn key facility.

Secretary of State
the Secretary of State or other Minister or authority for the time being having or entitled to exercise the powers conferred by sections 77 and 78 of the Act;

Serviced
the following that are to be provided for the benefit of the Development:

1. connections to mains water electricity gas telephone foul sewer and a surface water sewer; and

2. highway access to binder course level

Services
pipes, wires, troughs, cables, drains, channels, flues, conduits, ducts, watercourses, gutters, culverts, soakaways and other transmission media and installations and all fixings, louvres, cowls, covers and grilles and other ancillary apparatus, sewers and other conducting media for the transmission of water, water, gas, electricity, storm and foul drainage, telephone and other telecommunications (analogue, digital, laser or otherwise) electrical and radio impulses and signalling which are designed by the Drawings to be in or pass through, over or under the Property;

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Site
the land known as land at Ford Airfield Ford Arundel West Sussex registered at Land Registry with freehold title absolute under title number WSX 274536 and shown edged blue on the Plan;

Specialist
a person qualified to act as an independent expert or arbitrator in relation to a Dispute having experience in the profession in which he practises of at least ten years immediately preceding the date of referral;

Specification

TBC

Statutory Requirements
requirements deriving from any Acts of Parliament and any instruments, rules, orders, regulations, notices, directions, byelaws, permissions and plans for the time being made under them or deriving validity from them and any rules, regulations, orders, byelaws or code of practice of any local authority or of any statutory undertaker having jurisdiction with regard to the Developer's Works;

Structural Engineer
[∗] or such other person, firm or company (being in the case of an individual a member or fellow of the Association of Consulting Engineers or the Institution of Civil Engineers and in the case of a firm or company at least one of whose partners or directors shall be a member or fellow of such Association or Institution) as may be employed for the purposes of this agreement by the Developer and who shall be approved by the Council;

[**Sub-Contracts**
the contracts entered into or to be entered into between the Building Contractor and the Warranting Sub-Contractors in such terms as shall be approved by the Council;]

Target Date
[∗];

Terrorism Cover
cover against loss or damage to the Developer's Works or any unfixed goods and materials delivered to the Property which are intended for incorporation into the Developer's Works being caused by Act of Terrorism;

Title Documents
the deeds and documents referred to in Schedule 2;

Transfer
the deed of transfer of the Property from the Developer to the Council in the form attached at Appendix [#] [TBC to be added]

Unacceptable Variation
Any Variation which would materially alter the design, layout, nature, size or capacity or the standard of construction of the Development or prejudice the use of the Development or any part of it for the purposes of an educational facility.

VAT
value added tax chargeable under the VAT Act or any equivalent or substituted tax;

VAT Act
the Value Added Tax Act 1994 or any equivalent tax Act;

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Warranting Sub-Contractors
any sub-contractors with a design responsibility for any part of the Developer's Works and any sub-contractors who undertake work on the [substructure, superstructure, asbestos removal, roof coverings, curtain walling, cladding, building services, installations, glazing, lifts and fire protection];

Working Day
any day except Saturday, Sunday and bank or other public holidays in England or Wales and 'Working Days' is to be construed accordingly;

1.2 In this agreement, unless the contrary intention appears, references to:

1.2.1 the **Developer** or the **Council** shall include their respective successors and assigns;

1.2.2 any statute, byelaw, regulation, rule, standard, delegated legislation or order include references to:

(a) that statute, byelaw, regulation, rule, standard, delegated legislation or order as amended or re-enacted or as other statutes modify its application from time to time, and

(b) any subordinate legislation, byelaw, regulation, rule, standard, delegated legislation or order made or to be made thereunder;

1.2.3 clauses or schedules are references to clauses in or schedules to this agreement and references to paragraphs are references to paragraphs in the schedule in which those references are made and references to this agreement include the schedules to this agreement;

1.2.4 the singular include the plural and vice versa;

1.2.5 persons include individuals, companies, firms, partnerships, joint ventures, associations, organisations or trusts (in each case whether or not having separate legal personality) and corporations sole and aggregate, government agencies, committees, department, authorities and other bodies incorporated or unincorporated;

1.2.6 the masculine gender include the feminine and the neuter genders and vice versa.

1.3 The headings shall not affect the interpretation of this agreement.

1.4 Any obligations entered into by more than one person in this agreement are entered into jointly and severally.

1.5 Any obligation on the part of either party not to do any act or thing shall be deemed to include an obligation not to do or permit or suffer such act or thing to be done by any person under its control.

1.6 If any provision in this agreement is held to be illegal, void, invalid or unenforceable for any reason the legality, validity and enforceability of the remainder of this agreement shall not be affected.

1.7 The words **other**, **include**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.8 The words **unreasonably withheld** shall be deemed to be followed by the words "or delayed or refused or proffered subject to unreasonable conditions".

1.9 Any reference to an approval, consent or permission which is required under this agreement shall connote an approval, consent or permission in writing given either under hand or (where the circumstances require) by deed signed or executed by a duly authorised person or persons.

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1.10 Any reference to an approval, consent or permission which is required under the terms of this agreement shall be deemed to be one which shall not be unreasonably withheld except where the relevant provision indicates to the contrary.

1.11 References to this agreement mean this agreement as amended, varied, supplemented, modified or novated from time to time and shall include all schedules and appendices.

1.12 The word **month** means a calendar month.

1.13 Any reference to **writing** shall include typewriting, printing, lithography, photography, telex, facsimile and the printed-out version of a communication by electronic mail and other modes of representing or reproducing words in a legible form other than on a transitory basis and the word **written** shall be construed accordingly and any writing must be on paper, acetate, celluloid or some other durable and easily transportable medium.

1.14 References to an **indemnity** means an indemnity against all actions, claims, demands and proceedings made against the party having the benefit of the indemnity and all costs, expenses, liabilities and losses incurred by that party and **indemnity** and **indemnified** shall be construed in the same way.

1.15 References to a **party** or to **parties** means a party or parties to this agreement.

2. **STANDARD CONDITIONS**

2.1 The Part 1 Conditions as varied pursuant to clause 28 shall be incorporated into this agreement as far as they are applicable to it and are consistent with its terms.

2.2 The Part 2 Conditions are not incorporated into this agreement.

3. **NECESSARY CONSENTS**

3.1 The Developer shall obtain the Necessary Consents (in so far as they remain to be obtained) as quickly as possible after the date of this agreement and shall promptly notify the Council of the outcome of each application in relation to them and shall supply to the Council copies of any documents issued and until the Completion Date shall keep the Necessary Consents valid and unrevoked.

3.2 The Developer shall keep the Council regularly and promptly informed as to progress in obtaining the Necessary Consents.

3.3 The Developer shall not implement any Necessary Consent (save for those already obtained and copies of which have been supplied to the Council or the Council 's Solicitors before the date of this agreement) until it has been approved by the Council (such approval not to be unreasonably withheld or delayed).

3.4 In relation to any approval required from the Council required pursuant to the terms of this agreement the parties hereby agree that such approval from the Council will be deemed to have been given and received by the Developer if the Council have not replied (whether such reply objects, seeks further information or grants approval) to the request for approval on a date being 20 Working Days following the date of receipt by the Council of such request for approval .

4. **BUILDING CONTRACT AND APPOINTMENTS**

4.1 The Developer will take (or in the case of any replacement contractor shall take) all reasonable steps to be satisfied that the Building Contractor has sufficient experience to carry out the Works and is suitable and competent having regard to its responsibilities in relation to the carrying out of the Works, the relevant Building Contract and the CDM Regulations.

4.2 The Developer shall supply a completed copy of the Building Contract to the Council promptly after it has been entered into.

4.3 The Developer shall procure that a certified copy of the Collateral Warranty duly executed by the Building Contractor is delivered to the Council and to the Academy Trust promptly after the making of the Building Contract and that the Building Contractor shall procure that the Building Contractors Supply Chain shall provide a Collateral Warranty in favour of the Council and the Academy Trust promptly after their appointment.

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4.4 As soon as practicable after the date of this agreement the Developer shall seek the approval of the Council (in so far as it has not already obtained it) to the final form of the Building Contract and Appointments and to the respective members of the Construction Team and procure that the Building Contract is entered into by the Building Contractor and that the Appointments are entered into by the respective members of the Design Team and the Employer's Agent.

4.5 As soon as reasonably practicable after the approvals mentioned in clause 4.1 have been obtained the Developer shall commence and thereafter diligently proceed with the carrying out of the Developer's Works.

4.6 The Developer shall comply with its obligations under the Building Contract and the Appointments and use all reasonable endeavours to enforce the terms of the Building Contract and the Appointments and shall use reasonable endeavours to secure the observance and performance by the Building Contractor, the Design Team and the Employer's Agent of the provisions on their respective parts to be observed and performed, none of which provisions shall without the prior approval of the Council be varied or waived or released nor (without the prior approval of the Council) shall any action to secure the compliance with such provisions be discharged, settled or compromised.

4.7 The Developer shall not make any amendment or variation to the Building Contract or the Appointments without the written consent of the Council nor shall the Developer agree to an assignment of the benefit of the Building Contract by the Building Contractor or an assignment of the benefit of the relevant Appointment by a member of the Design Team or the Employer's Agent respectively without the prior written consent of the Council.

4.8 The Developer shall procure that the duly executed and completed Collateral Warranty Deeds to be given by the Construction Team and the deeds of warranty in favour of the Council are unconditionally delivered to the Council promptly following the date on which each of the Building Contract, the Appointments and the Sub-Contracts are completed and together with a certified copy of the Building Contract, the relevant Appointment or Sub-Contract (as the case may be).

4.9 The Developer will not do or omit to do anything that would entitle the Contractor to regard its Building Contract as terminated by breach (except as a result of material breach). The Developer will promptly notify the Council if the Developer believes a Contractor may be intending to rescind its Building Contract

4.10 The Developer shall not terminate the employment of any member of the Construction Team without the consent of the Council provided that, if the employment of any member of the Construction Team is terminated, the Developer shall forthwith, or as soon as the Developer is informed of it (in the case of the termination of a Sub-Contract), give notice in writing to the Council of such event and, as soon as reasonably practicable, appoint or employ or procure the appointment of a substitute (as appropriate) to be approved by the Council, provided that on his appointment the Developer shall have procured that the substitute has entered into:

4.10.1 a deed of warranty with the Council substantially in the form of the relevant agreed draft annexed as appropriate;

and the terms of any new building contract or deed of appointment (as the case may be) shall also be approved by the Council which approval shall be at the discretion of the Council where the relevant document imposes lesser obligations upon the building contractor or professional or sub-contractor than those as are imposed by the Building Contract or Appointment or Sub-Contract of the relevant member of the Construction Team or is not entered into as a deed or where the PI Requirements are not satisfied.

5. THIRD PARTY RIGHTS AND SERVICES

5.1 The Developer shall, with the prior approval of the Council , but at the Developer's cost enter into such agreements relating to rights of light and other easements and party structures and pay such compensation as may be necessary to carry out the Developer's Works lawfully.

5.2 The Developer shall, with the Council 's prior approval, negotiate such agreements with statutory undertakers and others as may be required to secure for the Development all

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Services required and the diversion in a satisfactory manner of all Services which are located in a position which would interfere with the Developer's Works.

6. DEVELOPER'S WORKS

6.1 The Developer shall use reasonable endeavours to procure that the Developer's Works are carried out and completed at its own cost (save for any costs as per clause 7.3) by the Target Date:

6.1.1 in a diligent, good and workmanlike manner and in accordance with good design practice;

6.1.2 using the materials specified in the Drawings and/or the Building Contract (with such variations as may be approved by the Council in accordance with the provisions of this agreement and (where applicable) and where none are specified using good quality and suitable materials;

6.1.3 without using any Deleterious Materials;

6.1.4 in such a manner that the rights of owners or occupiers of any adjoining or neighbouring property are not infringed;

6.1.5 in accordance with the Drawings;

6.1.6 in accordance with is Agreement

6.1.7 in compliance with the Necessary Consents;

6.1.8 in compliance with the Building Contract;

6.1.9 in compliance with all Statutory Requirements and all other statutory provisions and every applicable instrument, order, direction, regulation, byelaw, local act, permission, licence and consent;

6.1.10 in accordance with all relevant British Standards, Institution Standards and Codes of Practice and WSCC Design Guides;

6.1.11 diligently and expeditiously and in accordance with the Programme so that the Date of Practical Completion is achieved by the Target Date ;

6.1.12 in compliance with the CDM Regulations;

6.1.13 in compliance with the Construction Phase Plan;

6.1.14 in compliance with the Planning Agreements;

6.1.15 so that (excepting only the Off Site Works) all of the Developer's Works are within the Property;

6.1.16 without infringement of any rights, reservations, covenants, restrictions or stipulations binding upon or affecting the Property;

6.1.17 in accordance with the Joint Fire Code;

6.1.18 in accordance with all relevant "Guidance Notes" published by the Health and Safety Executive and the guidelines and specifications for safe working published by the National Joint Utilities Group and National Grid plc.

6.2 The Developer shall:

6.2.1 take such steps as are necessary to divert all Services in, under or above the Property or any adjoining or neighbouring property which need to be diverted as a result of the Developer's Works;

6.2.2 install all Services to the Property which are required as part of the Developer's Works and ensure that the same connect directly to the mains without crossing land not within the Property unless appropriate legal easements (approved by the Council) are obtained;

6.2.3 serve such notices and enter into such arrangements (approved by the Council) with statutory undertakers or other companies as may be necessary to so install the Services.

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6.3 The Developer shall at its own expense procure the carrying out and completion of any all landscaping, seeding and planting works comprised in the Developer's Works by not later than the end of the planting season prior to the Date of Practical Completion and otherwise in accordance with the Building Contract.

6.4 The Developer shall observe and perform the obligations on its part or on the part of the owner of the Property arising in connection with the Planning Agreements including the making of any requisite payments and the giving of any bond or other security.

6.5 In carrying out the Developer's Works the Developer shall comply with any agreements, deeds, documents, rights, easements, exceptions, reservations and covenants (restrictive or otherwise) affecting the title to the Property and binding on or directly or indirectly enforceable against any owner or occupier of the Property and of all other agreements, deeds or documents affecting the Property or the title to it including the Title Documents.

6.6 The Developer shall, in carrying out the Developer's Works, take all such precautions as shall be reasonably practicable and necessary to avoid nuisance, annoyance, inconvenience, injury, loss or danger to or interference with the public or any owners or occupiers of adjoining or neighbouring property or any other persons.

6.7 The Developer shall not permit or suffer use of the Property for any illegal purpose.

6.8 The Developer shall not permit or allow

6.8.1 any encroachment or easement to be made or acquired in or against the Property; or

6.8.2 any claim for Common Land or Town and Village Green registration to be made or acquired in or against the Property; or

during the carrying out of the Developer's Works and shall notify the Council immediately upon becoming aware of any such encroachment or easement or any such claim for Common Land or Town and Village Green registration being made or attempted.

6.9 The Developer may at its own expense (with the prior written consent of the Council) substitute other materials for those mentioned in the Drawings (and subject always to any substitution being in accordance with the terms of this Agreement) where the materials mentioned are in short supply or otherwise not readily available, provided that such alternative materials are equal to or superior in quality and suitability and of substantially the same appearance (in so far as they will be visible after incorporation into the Developer's Works) to the materials which they replace.

6.10 As soon as the variation is apparent the Developer shall supply a copy of any proposed variations to the Programme or the Construction Phase Plan and full information to the Council for approval.

6.11 The Developer shall give to the Council and the Council 's Surveyor ten Working Days' notice of the date upon which it is intended to commence the Developer's Works and procure that the Council and the Council 's Surveyor shall be kept informed of the progress of the Developer's Works and of any delays to the Programme and give to the Council and the Council 's Surveyor full details and all required information about the delay in writing of the causes of any delay.

6.12 The Developer shall use reasonable endeavours to procure that the Developer's Works are completed by the Target Date.

6.13 The Target Date shall be extended by such periods as the Employer's Agent shall certify by reason of the happening of any Relevant Event or Force Majeure but if the Developer's Works shall not be completed by the Longstop Date then the provisions of clause shall apply.

6.14 The Developer shall obtain the prior written consent of the Council in respect of all matters to be approved by the Planning Authority pursuant to the terms of the Planning Permission.

6.15 The Developer shall at all times retain the Employer's Agent to receive and issue applications, consents, instructions, notices, requests or statements under the terms of the Building Contract, and this agreement and to give the Certificates.

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6.16 The Developer shall balance, test and commission any lifts, heating and other plant and machinery or mechanical and electrical engineering equipment comprised in the Developer's Works to the reasonable satisfaction of the Council.

7. VARIATIONS

7.1 The Developer may, in consultation with the Council make Permitted Variations (save that the Developer must inform the Council of any such Permitted Variations) or otherwise the Developer may (subject to there being no material effect to the Programme) and subject to first obtaining the approval of the Council (such approval not to be unreasonably withheld or delayed), make changes to the Approved Scheme

7.2 Without prejudice to the forgoing the Developer shall not be permitted to make any Unacceptable Variation without the approval of the Council Technical Advisor (at the Council's absolute discretion).

7.3 The Council may (subject to there being no effect to the build programme), after consultation with the Developer, make a request in writing to vary the Approved Documents and the Developer shall, provided that the Council shall first agree in writing to pay the costs of any such variation as calculated in accordance with the provisions of the Building Contract within 20 Working Days of any invoice for such increased costs incurred being provided to the Council, procure that any such variation is implemented as a variation under the Building Contract.

8. SITE MEETINGS AND INSPECTION

8.1 The Developer shall:

8.1.1 hold or procure that there are held site and Project meetings (which for the avoidance of doubt shall include a meeting with the Building Contractor following the appointment of the Building Contractor but before the commencement of the Developer's Works) at appropriate intervals;

8.1.2 procure that the Council shall be invited with at least 5 Working Days prior notice to attend all such meetings and that the Council receives copies of the minutes of the meetings without delay and without the need for the Council to request them;

8.1.3 procure that the Council and the Council's Technical Advisor shall be entitled at all reasonable times during normal working hours, upon giving reasonable prior notice to the Employer's Agent, to inspect the Developer's Works and all materials used, subject to the Council and the Council 's Surveyor complying with the Building Contractor's reporting and safety procedures at the Property.

8.1.4 procure that all reasonable representations made by the Council or the Council's Technical Advisor that comply with the terms of this Agreement are promptly dealt with or are duly considered and, if considered appropriate by the Developer, acted upon.

8.1.5 The Developer will ensure that any party issuing a certificate of defects pursuant to the Building Contract gives at least 5 Working Days' notice to the Council's Technical Advisor of its intention to prepare a schedule of all defects shrinkage or other faults in all or any part of the Works to be carried out in the last calendar month before the end of the Defects Correction Period.

8.1.6 The Developer will ensure that the Contractor's obligations to remedy defects during the Defects Correction Period are enforced and that all such defects are remedied promptly. The Developer shall ensure that the Employer's Agent (or other representative if appropriate) gives a copy of the certificate of completion of making good defects issued pursuant to each Building Contract to the Council promptly after its issue.

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8.1.7 The Developer shall regularly inspect or procure the inspection of the Development and procure that any defects, shrinkages or other faults in the Works and ancillary works that appear during the carrying out of the Development are promptly remedied.

8.2 The Developer shall procure that the Council and the Council 's Technical Advisor shall (if it is reasonable to do so) be entitled to require the appropriate member of the Design Team or the Employer's Agent to arrange for the Building Contractor to take any samples and make any tests which the Council reasonably considers appropriate in respect of the Developer's Works (any proposed opening up to be considered in accordance with the criteria set out in schedule 4 JCT DB [2011] [2016]) and the Council and the Council 's Technical Advisor shall be entitled to attend the making of all such tests provided that:

8.2.1 where the results of such testing indicate that the Developer has failed to perform its obligations under this agreement, the Developer shall at its own expense carry out any works or do any other thing which is necessary to secure the proper performance of its obligations without delay;

8.2.2 where the results of such testing indicate that the Developer has not failed to perform its obligations under this agreement, the Council shall pay the cost of taking such samples and making such tests and shall make good to the Developer any additional loss or expense occasioned.

8.3 The Developer shall procure that there are handed to the Council at the first site meeting fully-dimensioned drawings in respect of the Developer's Works such drawings to be of the scale of 1:100 or 1:50.

8.4 The Developer shall procure that the Council 's Surveyor is given at least three Working Days' notice of all commissioning tests of plant and systems and shall permit the Council 's Technical Advisor to attend the same.

9. **NOTIFICATION**

9.1 The Developer shall procure that:

9.1.1 the Council and the Council 's Technical Advisor shall be given no fewer than ten weeks' prior written notice of the expected Date of Practical Completion;

9.1.2 at least ten Working Days before the Employer's Agent proposes to issue any of the Certificates, he shall notify the Council and the Council 's Technical Advisor in writing of his proposal to issue the same and permit the Council to accompany the Employer's Agent in an inspection of the Developer's Works so that the Council 's views about the content of any list of Defects or outstanding matters or any snagging list which the Employer's Agent proposes to issue and/or whether or not such Certificate shall be issued on the intended date may be considered by the Employer's Agent.

9.1.3 without fettering the discretion of the [Employer's Agent] in carrying out its duties under the Building Contract, the Employer's Agent takes proper consideration of any representations that are made by the Council's Technical Advisor when considering whether to issue the Certificate of Completion in accordance with the terms of the Building Contract.

9.2 Upon the proposed date in respect of the issue of any Certificate the Employer's Agent shall be required by the Developer either to issue the Certificate or inform the Developer and the Council of any items which require to be remedied or works which require to be carried out before the Certificate can be issued.

9.3 If the Employer's Agent notifies the Developer and the Council of any items which remain to be remedied or works which require to be carried out pursuant to clause 9.2, the Employer's Agent shall at the same time give notice of the date upon which he shall carry out a further inspection for the purpose of issuing the relevant Certificate and such procedure and the procedures specified in clauses 9.1 and 9.2 shall be repeated in full until the relevant Certificate may be and is actually issued by the Employer's Agent.

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9.4 Immediately following the issue of any Certificate the Developer shall cause the Employer's Agent to issue certified copies of the same to the Council and the Council 's Technical Advisor.

10. **INSURANCE**

10.1 The Developer shall insure the Developer's Works and any unfixed goods and materials delivered to the Property which are intended for incorporation into the Developer's Works in accordance with Insurance Option B of JCT DB 2016 or procure that the Building Contractor maintains insurance of the Developer's Works until the Date of Practical Completion in accordance with Insurance Option A of JCT DB 2016 such insurance to be on an All Risks Insurance Basis to the full reinstatement value of the Developer's Works including Terrorism Cover for so long as it is available.

10.2 The Developer shall pay or procure the payment of all premiums and other monies necessary to effect and maintain all insurances referred to in this clause 10 and shall produce to the Council (if demanded) copies or other suitable details of any policy or policies of insurance referred to in this agreement and of the receipt or receipts for the then current year's premium.

10.3 The Developer shall procure that the Building Contractor maintains cover until the Date of Practical Completion in respect of injury to persons or damage to property pursuant to clause 6.4.1 and clause 6.5.1 JCT DB 2016 at the greater amount of

10.3.1 with a minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event of £5,000,000.; or

10.3.2 for an amount not less than that stated n the Building Contract

10.4 the insurance cover must be maintained for a minimum of 6 years following the Practical Completion Date

10.5 In the event of damage or destruction (whether or not caused by any insured risk) before the Date of Practical Completion, the Developer shall (subject to all Necessary Consents being obtained and all necessary labour and materials being available which the Developer shall use reasonable endeavours to procure with all due expedition) procure that the relevant damage or destruction is made good as soon as is reasonably practicable in a good and substantial manner in accordance with the provisions of this agreement and the Agreements for Lease and Further Agreements (to the reasonable satisfaction of the Council 's Surveyor) and in case insurance proceeds and ex gratia payments shall be insufficient for that purpose the Developer (as between the Developer and the Council) shall make up any deficiency out of its own money and (without prejudice to the generality of the foregoing) the Developer shall procure the commencement of the rebuilding and/or reinstatement or repair of the Developer's Works as soon as practicable from the date of destruction or damage (subject to all Necessary Consents being obtained) and shall not cease (subject to the provisions of the Building Contract) such rebuilding or reinstatement until the Developer's Works are rebuilt and reinstated in accordance with the provisions of this agreement and the Developer shall not give notice of termination pursuant to clause 6.11.2.2 JCT DB 2016. [*Remove depending on circumstances at the time -whilst the works of replacement and reinstatement are underway the Developer shall provide temporary accommodation for the Academy Trust in onsite or offsite temporary accommodation*]

10.6 The Developer shall cause the Buildings to be insured with effect from the Date of Practical Completion until the Actual Completion of the transfer.

10.7 It is agreed that the risk of damage to or loss or destruction of the Developer's Works shall pass to the Council only on Actual Completion.

11. **INDEMNITY**

11.1 The Developer shall indemnify the Council in respect of any liability for the following matters:

11.1.1 death or personal injury to any person arising out of the carrying out of the Developer's Works;

11.1.2 injury or damage to any property, real or personal, other than the Developer's Works in so far as such injury or damage arises out of the carrying out of the Developer's Works and to the extent that the same is due to any negligence, breach of any Statutory Requirement or default of the Developer, the Building Contractor or any sub-contractor;

11.1.3 any liability in respect of, and any fees or charges or payments legally demandable or due under, any Statutory Requirement or Planning Agreements;

11.1.4 the infringement of the rights of any third party in connection with the Property.

12. **SITE MANAGEMENT**

12.1 The Developer shall ensure that during the carrying out of the Developer's Works and in the rectification of Defects:

12.1.1 hoardings are erected around the Property or the relevant part or parts of the Property in a secure manner and that all reasonable safety and other measures (including adequate lighting) are taken to prevent damage and injury;

12.1.2 no material or equipment is brought on the Property except that required for the Developer's Works or the rectification of Defects;

12.1.3 all material stored on the Property is kept in a secure compound and adequately protected;

12.1.4 all surplus material is removed from the Property when it is no longer required;

12.1.5 there is no excavation of the Property or extraction of soil or minerals except as required for the Developer's Works;

12.1.6 proper precautions are taken for the safety of all personnel upon or in the vicinity of the Property;

12.1.7 proper provision is made for the support of land and buildings adjoining the Property and for the protection of all Services;

12.1.8 as often as may be necessary any adjoining highways, roads or pavements are cleansed;

12.1.9 proper wheel-washing and plant and machinery cleaning facilities are provided at the Property so as to minimize the amount of mud, debris and other materials being deposited upon any adjoining highways, roads or pavements or becoming airborne;

12.1.10 any flora and fauna which are subject to conservation and which may be affected by the Developer's Works are relocated to a suitable environment; and

12.1.11 the Property is at all times secured as fully as may be reasonably practicable against unauthorised entry.

12.2 The Developer shall procure that any damage caused to adjoining or neighbouring land, roads, surfaces, shrubs, plants or landscaping by the Developer, the Building Contractor or other persons involved in the Project is made good at no cost to the Council .

13. **CDM REGULATIONS**

13.1 The Developer and the Council agree that the Developer shall assume the obligations of the client for the purposes of the CDM Regulations and shall ensure that the execution of all works comply with the CDM Regulations.

13.2 Before commencement of the Works, the Developer shall ensure that the Works are properly notified to the Health and Safety Executive in accordance with the CDM Regulations and shall give the Council a copy of the notification and any acknowledgement from the Health and Safety Executive.

13.3 The Developer shall use all reasonable endeavours to ensure that the Principal Designer and Building Contractor (as principal contractor and contractor) each comply with their respective obligations under the CDM Regulations.

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13.4 The Developer shall ensure that the Principal Designer and Building Contractor are both promptly:

13.4.1 supplied with all relevant information required under the CDM Regulations; and

13.4.2 notified of any changes relating to the Development which may have any effect on their responsibilities or duties under the CDM Regulations.

13.5 The Developer shall:

13.5.1 ensure that the Building Contractor prepares the Construction Phase Plan;

13.5.2 not allow the construction phase of the Works to commence until the Construction Phase Plan is prepared;

13.5.3 not allow the construction phase of the Works to commence until the Site Welfare Facilities are in place; and

13.5.4 ensure that the Health and Safety File is prepared by the Principal Designer and is maintained correctly and is available for inspection in accordance with the CDM Regulations.

13.6 The Developer shall indemnify and keep the Council indemnified against liability for any breach of the Developer's obligations under or in connection with this clause 7.

13.7 In the course of carrying out such obligations the Developer shall:

13.7.1 give notice to the Health and Safety Executive in accordance with regulations 6(2) and 6(3) CDM Regulations or to the Office for Nuclear Regulation in accordance with regulation 6(5) as the case may be;

13.7.2 appoint a CDM Principal Designer and a Principal Contractor in respect of the Developer's Works.

14. PRODUCTION OF NOTICES

The Developer shall, within three Working Days of receipt, produce to the Council any and every order, direction, requisition, permission, notice or other matter of whatever nature affecting or likely to affect the Property or the Developer's Works or any part of them served on the Developer by any competent authority or given by the Developer before the Date of Practical Completion.

15. DEFECTS

15.1 During the Rectification Period the Employers Agent shall inspect or procure such inspections of the Works as are reasonably necessary or appropriate to identify any defects, shrinkages or other faults in the Works

15.2 The Employers Agent in collaboration with the Council's Technical Advisor and or Premises Manager shall prepare a list of all Defects in the Works (incorporating any defects, shrinkages or other faults in the Works and give it to the Contractor within the time limits specified by the Building Contact.

15.3 The Developer shall use reasonable endeavours to procure that the Building Contractor remedies and makes good without delay any Defects and other faults in the Developer's Works, for which the Building Contractor is responsible under the Building Contract, appearing within the Rectification Period and, if the Developer fails to procure that the Building Contractor carries out such works within a reasonable period of time, the Developer shall carry them out promptly at its own cost and the Developer shall, at its own expense as soon as reasonably practicable after the Date of Practical Completion, procure that any Defects or works which are outstanding at the Date of Practical Completion are made good or completed (as the case may be).

15.4 Following the remedy of such issues as described in clause 15.3 above the Developer shall use reasonable endeavours to procure the issue of all relevant certificates of making good defects in accordance with the terms of the Building Contract and that the Contractor provides a copy of all such certificates to the Council promptly following their issue.

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15.5 After Actual Completion the Council shall permit the Developer and the Building Contractor to enter the Property as licensee to rectify Defects or carry out outstanding works (subject to the Developer and/or Building Contractor complying with any requirements for access in the Agreements for Lease, any Further Agreements or Leases or reasonably imposed by the Council).

16. **PLANT AND RUBBISH**

The Developer shall before the Date of Practical Completion cause to be cleared and removed from the Property all constructional plant, material, rubbish and temporary works of every kind and shall make good any damage resulting from such removal at its own expense without delay at times approved by the Council and leave the Property clean and tidy.

17. **INTELLECTUAL PROPERTY**

17.1 The Developer grants (or to the extent that ownership of the Intellectual Property is vested in a third party shall procure that there is granted) to the Council before the Date of Practical Completion an irrevocable, royalty-free, non-exclusive licence to use all the Intellectual Property for any purposes:

17.1.1 in connection with the Council 's rights and obligations under this agreement;

17.1.2 where necessary for the Council to prevent, address, alleviate or comply with (as applicable) a Statutory Requirement relating to the Developer's Works;

17.1.3 in connection with the maintenance, reinstatement or repair of the Property

17.2 Such licence shall include the right to grant sub-licences and shall be freely assignable by the Council and no copyright in respect of or lien upon any Design Data shall be claimed by the Developer against the Council .

18. **DEDUCTION SCHEME**

The Developer shall (to the extent that it is required by law to do so) and shall procure that the Building Contractor shall operate the deduction scheme for sub-contractors contained in Part 3 Finance Act 2004.

19. **COMPLETION DOCUMENTS AND COMPLETION ITEMS**

19.1 On the Date of Practical Completion the Developer shall supply to the Council:

19.1.1 the originals of the Necessary Consents and any Planning Agreements (save where they relate to the Property and other land or properties when certified copies shall be supplied) and the Certificate of Practical Completion;

19.1.2 four sets of as-built architectural plans, sections and elevations, structural drawings and foundation drawings and Services drawings in respect of the completed Developer's Works in both paper format and digital format including CAD/BIM models as appropriate;

19.1.3 two sets of the operating and maintenance manuals and manufacturers' warranties and guarantees (written in English) in relation to all aspects of the building, plant and equipment installed in the Property and a landscape maintenance plan and where originals are not available the Developer shall supply certified copies;

19.1.4 test certificates for all lifts, heating and other equipment (if any) installed in the Development and a schedule listing the names and addresses of all contractors, sub-contractors and suppliers and of any guarantees, warranties, service agreements and other relevant agreements or undertakings.

19.2 On the Date of Actual Completion the Developer shall provide the Health and Safety File and shall assign the benefit of the Agreements for Lease and Further Agreements to the Council and the benefit of any defective title or restrictive covenant indemnity policy by a deed of assignment in terms reasonably specified by the Council.

19.3 The Developer shall on or before the Practical Completion Date deliver to the Council:

19.3.1 three sets of keys;

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19.3.2 all operating and maintenance manuals required under the Building Contract;

19.3.3 originals of all warranties, guarantees and certificates or other documents then available in respect of plant, equipment and fittings installed in the Works; and

19.3.4 a copy of the original notice of passing of plans under the Building Regulations and confirmation from the relevant authority that all conditions under the Building Regulations have been complied with.

19.4

20. **REPAIR**

On and from the Date of Practical Completion and until Actual Completion, the Developer shall put and keep the Developer's Works in good repair, order and condition and keep them fully secure .

21. **AGREEMENT FOR SALE**

21.1 The Developer shall sell and the Council shall buy the Property at the Purchase Price.

22. **COMPLETION**

22.1 Completion of the sale and purchase and payment by Electronic Payment of the balance of the Purchase Price and of VAT on the Purchase Price shall take place on the Completion Date at the offices of the Developer's Solicitors or where they may direct in England or Wales.

23. **TITLE GUARANTEE**

23.1 The Developer sells with full title guarantee.

23.2 The covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be varied as follows and the Transfer shall contain the following declarations:

23.2.1 the Transferor shall not be liable under any of the covenants set out in sections 2(1)(a) and 3 in respect of any matters now recorded in all registers open to or capable of public inspection, which matters are to be considered within the actual knowledge of the Transferee;

23.2.2 the words "his own cost" shall be deleted from section 2(1)(b) and replaced with the words "the cost of the person to whom he disposes of the Property";

23.2.3 the words "since the last disposition for value" shall be deleted from the covenant set out in section 3(3) and the words "since he became entitled to transfer the property" substituted for them in both places where those words occur.

24. **POSSESSION**

The Property is sold with vacant possession on Actual Completion.

25. **INCUMBRANCES AND TRANSFER**

25.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the Title Documents [and the property[, proprietorship] and charges registers of title number (save for the restrictions noted in the Proprietorship Register and the charges affecting the Charges Register to the Land Registry title to the Property) [•]] as at [•] being the date of the official copy of the register or on which the Title Documents were supplied to the Council or the Council 's Solicitors and the Council is deemed to purchase with full notice and knowledge of such matters and shall not raise any requisition or enquiry or make any objection in relation to them.

25.2 The transfer of the Property by the Developer to the Council will be in the form of the Transfer.

26. **MATTERS AFFECTING THE PROPERTY**

26.1 The Property is sold subject to (and where appropriate with the benefit of) the following matters:

26.1.1 all local land charges (other than financial charges) whether or not registered before the date of this agreement and all matters capable of registration as local land charges whether or not actually so registered;

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26.1.2 all notices served and orders, demands, proposals or requirements made by any local, public or other competent authority whether before or after the date of this agreement;

26.1.3 all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under any Statutory Requirements relating to town and country planning, the environment or highways;

26.1.4 all easements, quasi-easements, rights, exceptions or wayleaves affecting the Property;

26.1.5 any unregistered interests which fall within any of the paragraphs of Schedule 1 or Schedule 3 of the 2002 Act or within section 11(4)(c) of the 2002 Act (other than leases and rights of occupation);

26.1.6 such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the 2002 Act; and

26.2 The Property is sold subject to any matters disclosed by the Council 's searches or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this agreement.

27. **REPRESENTATIONS**

The Council admits that it enters into this agreement solely as a result of its own inspection and on the basis of the terms of this agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Developer (save for any representation or warranty contained in written replies given by the Developer's Solicitors to any preliminary enquiries raised by the Council or the Council 's Solicitors).

28. **VARIATION OF THE STANDARD CONDITIONS**

28.1 The Part 1 Conditions are incorporated in this agreement so far as they:

28.1.1 apply to a sale by private treaty;

28.1.2 relate to freehold property;

28.1.3 are not consistent with the other clauses in this agreement;

28.1.4 have not been modified or excluded by any of the other clauses in this agreement.

28.2 The Part 2 Conditions are not incorporated into this agreement.

28.3 The Part 1 Conditions shall be varied as follows for the purposes of this agreement:

28.3.1 in Standard Condition 1.1.1(e) the "contract rate" shall be the Contract Rate;

28.3.2 at the end of Standard Condition 1.1.3(b) the following words shall be added: "or if the seller produces reasonable evidence that this is the case";

28.3.3 Standard Conditions 1.3, 3.2, 4.1.1, 4.1.2, 4.1.3, [5,] 7.1, 7.2, [7.3.1,] 7.4.2, 7.6.2, 7.6.3, 8 and 9.2.1 shall not apply to this agreement.

28.3.4 reference to the "purchase price" shall include the Purchase Price and any other sums payable to the Developer on Actual Completion under this agreement;

28.3.5 the introductory wording to Standard Condition 10.1 is varied to read: "If any plan or statement in the contract or in written replies which the seller's solicitors have given to any written enquiry raised by the buyer's solicitors before the date of this agreement is or was misleading or inaccurate due to an error or omission the remedies available are as follows";

28.3.6 Standard Condition 5.2.7(a) shall be varied by adding the words: "or delay" after the word "withhold";

28.3.7 Standard Condition 5.2.8 shall be replaced by the following wording: "The buyer is to indemnify the seller against any breach of condition 5.2.7."

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29. **RESTRICTIONS ON ASSIGNMENT**

29.1 The Council shall be entitled to assign the benefit of this Agreement to any statutory successor only.

29.2 The Developer may not assign or charge this Agreement or any benefit under it without the assignee or charge entering into a deed of adherence with the Council (in such form as the parties may reasonably agree).

29.3 The Developer shall not be required to transfer the Property other than as a whole to the Council at the Purchase Price or by more than one transfer.

30. **VAT**

30.1 Unless the sale and purchase of the Property is an Excluded Transfer the Purchase Price and any other consideration payable by the Council under this agreement are exclusive of VAT and where properly chargeable VAT shall be added to such sums and shall be payable by the Council .

30.2 The Developer shall issue the Council with a VAT invoice containing the information prescribed by the VAT Act or in regulations made under it immediately upon the payment of any VAT due under this agreement or within such earlier time as may be required by law.

30.3 The Developer and the Council intend that the sale of the Property under this agreement should be an Excluded Transfer and the following provisions shall therefore apply:

30.3.1 the Developer warrants to the Council that:

(a) it is or will [at the Date of Actual Completion] be registered as a taxable person for the purposes of VAT and if so registered at the date of this agreement, it is registered with VAT registration number [•] and will remain so registered until the Date of Actual Completion;

(b) it has validly made an Option to Tax;

(c) it has not validly revoked the Option to Tax and will not do so before the Date of Actual Completion;

(d) it will provide the Council with evidence of having complied with the conditions in clauses 30.3.1(a) and 30.3.1(b) before the Date of Actual Completion;

30.3.2 the Council warrants and undertakes to the Developer that:

(a) it is or will [at the Date of Actual Completion] be registered as a taxable person for the purposes of VAT and if so registered at the date of this agreement it is registered with VAT registration number [•] and will remain so registered until the Date of Actual Completion;

(b) it has validly made or will before the [Date of Actual Completion] make an Option to Tax which will have effect on the [Date of Actual Completion];

(c) its Option to Tax has been, or will before the [Date of Actual completion] be notified in writing to HM Revenue and Customs;

(d) it will not revoke its Option to Tax before the Date of Actual Completion or within three months after the Date of Actual Completion;

(e) it will provide the Developer with evidence of having complied with the conditions in clauses 30.3.2(a), 30.3.2(b) and 30.3.2(c), before the [Date of Actual Completion]; and

(f) Article 5(2B) Value Added Tax (Special Provisions) Order 199567 does not, and will not at the date of Actual Completion, apply to the Council.

30.4 If HM Revenue and Customs determines after the Date of Actual Completion that the sale of the Property under this agreement was not an Excluded Transfer:

30.4.1 the Developer shall notify the Council within 14 days of receiving notice of the determination;

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30.4.2 the Council shall pay the relevant amount of VAT to the Developer within five Working Days of receiving the notice and the Developer shall issue a tax invoice in accordance with clause 30.2;

30.4.3 where HM Revenue and Customs determines that the sale of the Property under this agreement was not an Excluded Transfer as a result of a breach of the Council 's warranties in clause 30.3.2, the Council shall indemnify the Developer against any interest and/or penalty assessed by HM Revenue and Customs as a consequence of the Developer's failure to charge VAT on the Purchase Price; and

30.4.4 if the Developer or the Council successfully appeals against the determination of HM Revenue and Customs the Developer shall repay to the Council any VAT Council repaid to the Developer by HM Revenue and Customs within five Working Days of its receipt.

30.5 If any amount is paid by the Council to the Developer in respect of VAT which is not properly chargeable:

30.5.1 if the prescribed VAT accounting period of the Developer in which the VAT was charged has not yet ended the Developer shall repay such VAT promptly to the Council; and

30.5.2 if the prescribed VAT accounting period of the Developer in which the VAT was charged has ended the Developer shall use reasonable endeavours at the Council 's expense to obtain credit or repayment of such VAT as soon as possible and shall pay the Council the amount received as soon as practicable after receiving any credit or repayment.

31. **COMPLETION DATE**

31.1 Completion of the sale and purchase of the Property shall take place on the Completion Date at the offices of the Developer's Solicitors

31.2 On the Completion Date the Council shall pay to the Developer the balance of the Purchase Price together with any other sums due to the Developer under this agreement on Actual Completion by Electronic Payment.

31.3 The Transfer shall be executed in duplicate by each of the parties to this agreement and as soon as reasonably practicable after the Date of Actual Completion the Council shall deliver to the Developer a duly executed duplicate Transfer.

31.4 The Council shall not be entitled to note this agreement against the Developer's title other than by virtue of a unilateral notice and shall not without the consent of the Developer send

31.5 If completion of the sale and purchase of the Property is delayed beyond 2.00 pm on the Completion Date and this is not due to the act or default of the Developer then without prejudice to any other rights of the Developer:

31.5.1 the Council shall pay interest on the balance of the Purchase Price and on any other sums due to the Developer under this agreement on Actual Completion at the Contract Rate from and including the Completion Date to and including:

(a) the Date of Actual Completion or the following Working Day if Actual Completion takes place after 2.00 pm on such date; or

(b) if applicable the date of determination of this agreement whether by rescission or otherwise;

and interest at the Contract Rate shall accrue and be calculated on a daily basis, both before and after any judgment and shall be compounded quarterly;

31.5.2 the Developer shall in every case be entitled in respect of the same period of time both to be paid interest and to enjoy the income from the Property; and

31.5.3 the Council shall pay the Developer's Solicitors' costs including VAT for preparing and serving any notice to complete on the Council .

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31.6 The Council shall use reasonable endeavours to register the Transfer at HM Land Registry as soon as reasonably practicable after the Date of Actual Completion and on completion of the registration the Council shall provide to the Developer official copies of the register entries showing the Council registered as the proprietor of the Property.

31.7 The Developer shall use its best endeavours to assist the Council with requisitions raised by the Land Registry in respect of the application at Clause 31.6.

31.8 The Developer on completion of the Transfer shall provide:

31.8.1 Consent to the disposition from the Developer and any mortgage lender as required by the Land Registry to overreach any Restrictions and or Charges affecting the Title to allow the Council to register the Transfer; and

31.8.2 Form RX4 or a certificate in relation to the removal of any restriction on its title to the Property to ensure that the new Land Registry title created by the registration of the Transfer is not burdened by any restrictions registered against the title to the Property at the date of this Agreement.

32. DEFAULT AND INSOLVENCY

32.1 .Where an Event of Default occurs the Council shall be entitled but not obliged to serve notice to determine this agreement.

32.2 For the avoidance of doubt the Developer shall not be entitled to terminate this agreement if the Council commits an Event of Default

32.3 Where there is an Event of Insolvency in relation to the Developer the Council shall be entitled but not obliged to serve notice to determine this agreement

33. EFFECT OF TERMINATION

33.1 Any termination of this agreement shall be without prejudice to the rights of one party in relation to antecedent breaches by another party.

33.2 The Council shall, within ten Working Days of the termination or rescission of this agreement, apply for the cancellation of all cautions, notices and other entries and registrations made by or on behalf of the Council to protect this agreement and the interest of the Council in the Property including those made at HM Land Registry or the Land Charges Department of HM Land Registry and the Council shall ensure that the Council 's Solicitors provide certified copies of all such applications to the Developer's Solicitors.

33.3 This clause 33 shall continue to apply after any rescission or termination of this agreement.

34. COMMUNICATIONS

34.1 Any Communication given under this agreement shall be in writing and signed by or on behalf of the party giving it.

34.2 Any Communication or document to be given or delivered under this agreement shall be given by delivering it by hand or sending it by pre-paid first class post or other next Working Day delivery service to the address and for the attention of the relevant party as follows:

34.2.1 to the Council at:

[address]

marked for the attention of: [•] [name/position]

or at the Council 's Solicitors quoting the reference [•].

34.2.2 to the Developer at:

[address]

marked for the attention of: [•][name/position]

or at the Developer's Solicitors quoting the reference [•].

34.3 Any such Communication or document will be deemed to have been received:

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34.3.1 If delivered by hand, at the time of delivery provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 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 9.00 am on the next Working Day;

34.3.2 in the case of pre-paid first class post or other next Working Day delivery service at 9.00 am on the second Working day after posting; and

34.3.3 in proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the Communication or document was properly addressed and posted as a prepaid first class letter or by another next Working Day delivery service as the case may be.

34.4 A Communication or document delivered under this agreement will not be validly given or delivered if sent by fax or e-mail.

35. **DURATION**

All provisions of this agreement shall remain in force to the extent that and so long as they remain to be performed or observed.

36. **RELATIONSHIP OF PARTIES**

36.1 This agreement does not create nor shall it in any circumstances be taken as having created a partnership or joint venture between the parties.

36.2 The Developer is not and shall not at any time hold itself out as the agent of the Council for any purposes and under no circumstances shall the Developer have the authority to bind the Council or hold itself out to the public, the Building Contractor or any member of the Design Team as having such authority.

36.3 All contracts and agreements entered into by the Developer pursuant to this agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Council shall have no obligation or liability under them.

37. **WAIVER**

No failure or delay by any party to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of it or some other right, power or remedy.

38. **CAPITAL ALLOWANCES**

During the course of the Developer's Works and after the Date of Practical Completion the Developer shall supply to the Council such information as the Council may reasonably require (and the Council shall notify the Developer of its requirements in writing as soon as practicable after the date of this agreement) and shall provide the Council with such other assistance as it may reasonably require (including the making of any elections and the giving of any notices that may be reasonably requested by the Council) so as to enable the Council to claim capital allowances on plant and machinery comprised in the Development or any other tax allowances available and the Developer shall not make any claim for capital allowances or any similar allowance in addition to or in substitution for them.

39. **DISPUTES**

39.1 Either the Developer or the Council shall be entitled to give a Dispute Notice.

39.2 If the parties do not agree upon the type of Specialist or the identity of the Specialist, the question may be referred by either party to the president of the Royal Institution of Chartered Surveyors or his deputy who shall determine the question or nominate an appropriate Specialist.

39.3 Unless the parties otherwise agree, the reference to a Specialist shall be made to him as an arbitrator under the Arbitration Act 1996 but, if the parties agree to the Specialist acting as an expert, his decisions shall (save in the case of manifest error) be final and binding upon the parties.

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39.4 The liability for paying all costs of referring a Dispute to a Specialist, including costs connected with the appointment of the Specialist, shall be decided by the Specialist.

39.5 If the Specialist should die or become unwilling to act or is incapable of acting or it becomes apparent that for any reason he will be unable to determine the matter referred to him within a reasonable time after his appointment, his appointment shall be terminated and either the Developer or the Council shall be entitled to apply for another specialist to be appointed.

39.6 As between the Council and the Developer, the Certificates shall (save in the case of manifest error) be final and binding and shall not be referred to a Specialist.

40. SAFEGUARDING

40.1 The parties acknowledge that the Council is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

40.2 The Developer shall procure that the Contractor, the Contractors Supply Chain, and each of the Consultants together with all employees agents and other persons at the Property on their behalf:

40.2.1 ensure where appropriate that all individuals engaged in or in relation to the carrying out of the works in accordance with clause 16 relating to the remedying of defects at the Property after the Transfer ("Post Transfer Works") are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate; and

40.2.2 monitor the level and validity of the checks under this clause 15 for each member of staff until the issue of the final defects certificate in accordance with the Building Contract.

40.3 The Developer shall procure that the Contractor, the Contractors Supply Chain and each of the Consultants confirm that it has no reason to believe that any person who is or will be employed or engaged in the carrying out of any Post Transfer Works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

40.4 The Developer shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.

40.5 The Developer shall refer information about any person carrying out the Post Transfer Works to the DBS where it removes permission for such person to carry out any Post Transfer Works (or would have, if such person had not otherwise ceased to carry out the Post Transfer Works) because, in its opinion, such person has harmed or poses a risk of harm to the children and that the Contractor, Contractors Supply Chain and each of the Consultants shall make such referrals to the DBS as appropriate to ensure compliance with its obligations under this clause 40.

40.6 The Developer shall not, and shall procure that the Contractor and each of the Consultants shall not in relation to the Post Transfer Works, employ or use the services of any person for the Post Transfer Works who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to children.

41. CONFIDENTIALITY

41.1 This agreement and its terms shall be confidential to the parties both before and after the Date of Actual Completion.

41.2 Neither party shall make or permit any announcement or publication to be made concerning this agreement or its terms either in whole or in part or any comment or statement relating to this agreement except:

41.2.1 with the prior written consent of the other as to the form and content of any such announcement, publication, statement or comment;

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41.2.2 as far as may be necessary for the proper performance of its obligations under this agreement;

41.2.3 in connection with any dealing or proposed dealing with its interest;

41.2.4 for the obtaining of any United Kingdom or foreign regulatory or government authorisation, approval or consent for the acquisition, financing, letting or occupation of the Property; or

41.2.5 as required by law or any relevant stock exchange or if ordered to do so by a Court or HM Revenue and Customs.

42. EFFECT OF THIS AGREEMENT

42.1 This agreement forms the entire agreement between the parties relating to its subject matter.

42.2 No modification, variation or waiver of any of the terms of this agreement shall be effective unless made in writing and signed by the parties to this agreement.

42.3 No person who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

42.4 This agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in relation to all matters arising under this agreement.

42.5 The Developer and the Council respectively covenant each with the other that where pursuant to the terms of this agreement it is under an implied obligation not unreasonably to refuse any consent, approval, permission or acknowledgement required under the terms of this agreement, that it will not unreasonably refuse it nor proffer it subject to any unreasonable condition.

43. ACTIONS AND PROCEEDINGS

43.1 Until the Council [and Academy Trust] has received duly executed copies of all Collateral Warranties required by this Agreement, the Developer shall diligently pursue any actions or proceedings required by the Council against the entity that has not provided a Collateral Warranty in order to enforce the performance of their respective obligations.

43.2 The Developer shall hold any sums recovered as a result of such actions or proceedings where they are related to the Specification on trust for the Council and shall apply them in remedying the situation that gave rise to the action or proceedings.

43.3 The Developer shall take account of any requests or proposals made by the Council in relation to the conduct of any such actions or proceedings.

44. LOCAL AUTHORITY POWERS

44.1 Nothing contained or implied in this Agreement will prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as Local Authority, Local Planning Authority, Agent for the Highway Authority Local Education Authority, Children's Service Authority or for any other statutory body or public utility or otherwise under any public or private statute by laws orders and regulations all of which rights, powers, duties and obligations may be as fully and effectively exercised in relation to the Property as if the Council had not entered into this Agreement nor shall the Developer be relieved from the necessity of obtaining all approvals, permissions or consents as may from time to time be necessary for the carrying out of the Development from the Council in any capacity as aforesaid under or by virtue of any such Act by law order or regulation.

45. SEVERANCE

45.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

46. **COUNTERPARTS**

46.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

46.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

THE PARTIES have executed this agreement as a deed and delivered it on the date first set out above

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SCHEDULE 1

Programme for the Developer's Works

[insert details]

SCHEDULE 2

List of Title Documents

Part 1 - Documents

[insert details]

Part 2 - Notices

[insert details]

Part 3 - Cautions

[insert details]

EXECUTED as a **DEED**)
by **WATES DEVELOPMENTS LIMITED**)
acting by two directors or one director and its secretary:)
)
)
)

.....
Director

.....
Director/Secretary

.....
Name

EXECUTED as a **DEED**)
WEST SUSSEX COUNTY COUNCIL) [*COMMON SEAL*]
by affixing the common seal in the presence of:)

.....
Authorised Signatory

ARUN DISTRICT COUNCIL F/4/20/OUT

APPENDIX 1

Draft Deeds of Appointment

APPENDIX 2

Draft Collateral Warranty Deeds

CharlesRussell Speechlys

DATED 20

(1) [BENEFICIARY]

(2) [CONSULTANT]

(3) [RELEVANT COUNTRYSIDE COMPANY]

CONSULTANT'S COLLATERAL WARRANTY

relating to [project description]

---

5 Fleet Place London EC4M 7RD
Tel: +44 (0)20 7203 5000 • **Fax:** +44 (0)20 7203 0200 • **DX:** 19 London/Chancery Lane
www.charlesrussellspeechlys.com

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THIS DEED is made the day of 20

BETWEEN:

(1) **LLOYDS BANK PLC** (Company No. 00002065) whose registered office is at 25 Gresham Street, London EC2V 7HN as facility agent for the Finance Parties and security agent for the Secured Parties on the terms set out in the Revolving Credit Facility Agreement (the "**Beneficiary**" which expression shall include its legal successors and permitted assignees; and

[TO BE USED WHERE LLOYDS BANK PLC IS BENEFICIARY - OTHERWISE DELETE]

[BENEFICIARY] (Company No. [company number]) whose registered office is at [address] (the "**Beneficiary**, which expression shall include its legal successors and permitted assignees);]

(2) **[CONSULTANT]** (Company No. [company number]) whose registered office is at [address] (the "**Consultant**"); [and]

(3) **[[RELEVANT COUNTRYSIDE COMPANY]** (Company No. [company number]) whose registered office is at [address] (the "**Developer**").][12]

RECITALS:

(A) **[RELEVANT COUNTRYSIDE COMPANY** (Company No. [company number]) (the "**Developer**")] [13] [The Developer] [14] is undertaking the development of [insert description of site] (the "**Project**").

(B) By virtue of the agreement dated [date] (the "**Appointment**", which expression shall include any amendment thereto) the Developer has appointed the Consultant to provide professional services (the "**Services**") in connection with the [design of the] Project.

(C) [The Beneficiary has provided or has agreed to provide funds in connection with the Project or has a mortgage or charge over the Project or any part of it.][15]

[The Beneficiary is the freehold owner of or landlord from whom the Developer leases [part of] the site on or within which the Project is being undertaken.][16]

---

[12] Countryside to be a party only where clauses 11 and 12 are to be included (i.e. Beneficiary is to receive step-in rights).

[13] To be used where Countryside is not a party to this warranty.

[14] To be used where Countryside is a party to this warranty.

[15] To be used where Beneficiary is a Funder (as defined in the Appointment).

[16] To be used where Beneficiary is an Owner (as defined in the Appointment).

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[The Beneficiary has purchased or has agreed to purchase a [freehold] [long leasehold] interest in [part of] the Project.][17]

[The Beneficiary is entering into a lease or under-lease of [part of] the completed Project.][18]

[The Beneficiary is a management company responsible for managing [part of] the completed Project.][19]

[SELECT APPROPRIATE RECITAL (C) FROM THE ABOVE ALTERNATIVES]

AGREED PROVISIONS:

By this Deed and in consideration of the sum of ten pounds (£10.00) paid by the Beneficiary (receipt of which the Consultant hereby acknowledges) the Consultant agrees to enter into the obligations set out in this Deed.

1 **DEFINITIONS**

1.1 In this Deed [the following words and expressions shall have the following meanings]:

Group Company:	any of the Beneficiary or its subsidiary or subsidiaries (of any tier) or holding company or companies (of any tier) or any subsidiary (of any tier) of any such holding company or companies and "**subsidiary**" shall bear the meanings given to it in section 1159 Companies Act 2006 but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a);
[**Finance Parties**:	any "**Finance Party**" as defined in the Revolving Credit Facility;][20]

[17] To be used where Beneficiary is a Purchaser (as defined in the Appointment).

[18] To be used where Beneficiary is a Tenant (as defined in the Appointment).

[19] To be used where Beneficiary is a Management Company (as defined in the Appointment).

[20] Definitions of Secured Parties, Finance Parties and Senior Facilities Agreement to be included only where Beneficiary is Lloyds Bank PLC. In all other cases, delete these definitions.

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Practical Completion:	that stage when the works under a contract are complete except for minor defects that do not affect the use of those works for their intended purpose and that can be rectified with minimal disturbance to any occupier;
[Secured Parties:	the "**Secured Parties**" as defined in the Revolving Credit Facility Agreement;]
[Revolving Credit Facility Agreement:	the revolving credit facility agreement dated 4 June 2014 made between Copthorn Holdings Limited (as Parent), the Companies listed in Part I of Schedule 1 (as Original Guarantors), Barclays Bank PLC, Lloyds Bank PLC and Santander UK PLC (as Arrangers), the financial institutions listed in Part II of Schedule 1 (as Original Lenders) and Lloyds Bank PLC (as Facility Agent and Security Agent); and]
Working Day:	any day Monday to Friday excluding public holidays.

2 **WARRANTY**

2.1 The Consultant hereby warrants and undertakes to and with the Beneficiary that:

2.1.1 it has complied and shall continue to comply with all of its obligations, duties and undertakings expressed in or arising out of the Appointment when and if such obligations duties and undertakings shall become due and performable;

2.1.2 the Appointment contains the full terms of the Consultant's appointment in respect of the Project;

2.1.3 without prejudice to the generality of sub-clause 2.1.1, in respect of the performance of the Services, the Consultant has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant of the Consultant's discipline, experienced in performing duties similar to the Services on projects of a similar size scope and complexity as the Project and for the purpose of the standard of skill, care and diligence, the degree of competence shall be judged in the light of reasonable professional knowledge and standards current at the time the Services were provided;

2.1.4 in respect of such matters as lie within the scope of its Appointment, the Consultant owes to the Beneficiary a duty of care in carrying out its

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obligations and duties in connection with the Project and acknowledges that the Beneficiary is relying upon the Consultant's reasonable skill, care and diligence in conformity with the standard described at sub-clause 2.1.3;

2.1.5 the obligations of the Consultant contained in this Deed shall not be diminished or reduced by any appointment by the Beneficiary of third parties to carry out any independent enquiry into the Project; and

2.1.6 no action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of the statement of Practical Completion to be issued last under any contract for the Project.

3 **MATERIALS**

3.1 The Consultant warrants to the Beneficiary that it has exercised and will continue to exercise the reasonable skill, care and diligence required under the Appointment to see that it has not and shall not select, specify, authorise or suffer the use of, on or in relation to the Project, any product or material or combination of products and/or materials which at the date of selection, specification, authorisation or use are generally known or accepted as being harmful in themselves or becoming harmful when used in a particular situation or in combination with other materials or becoming harmful with the passage of time.

3.2 For the purpose of this Deed a product or material is "**harmful**" if, in the context of its use in the Project (whether alone or in combination with other materials), it:

3.2.1 poses a threat to health and safety and, in particular, to the health and safety of those involved in the construction, maintenance, repair or use of the Project;

3.2.2 poses a threat to the structural stability or performance or the physical integrity of the completed Project or any part thereof or any component therein; or

3.2.3 would or could have the effect of reducing the normal life expectancy of the completed Project or any part thereof or any component therein.

3.3 The Consultant further warrants to the Beneficiary that it has not and shall not select, specify, authorise or suffer the use of, on or in relation to the Project:

3.3.1 any products or materials identified as potentially hazardous in the BPF/BCO report "Good Practice in the Selection of Construction Materials" (current edition) other than in accordance with the recommendations as to good practice contained in Section 2 of that report;

3.3.2 any products or materials which by their nature or application contravene any relevant British or European standards or codes of practice; and/or

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3.3.3 any products or materials which by their nature or application contravene any publications of the Building Research Establishment related to the specification of products or materials.

3.4 The Consultant shall notify in writing the Beneficiary as soon as reasonably practicable upon it becoming aware that any product or material has been selected, specified, or authorised for use or used in the Project in contravention of the terms of the Appointment or clauses 3.1 to 3.3 and/or upon the Consultant becoming aware of any other matter which might prejudice the interests of the Beneficiary in connection with the Project.

4 LICENCE

4.1 The copyright in all drawings, details, plans, photographs, specifications, bills of quantities, reports and other documentation, data and information (whether in written form or stored electronically or otherwise), prepared or provided, or to be prepared or provided, by or on behalf of the Consultant in relation to the Project (the "**Information**") shall remain vested in the Consultant.

4.2 The Consultant as beneficial owner hereby grants to the Beneficiary and its successors in title and assigns an irrevocable non-exclusive royalty-free licence to copy and use the Information and to reproduce the designs contained in it for any purpose relating to the Project including (but without limitation) the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, extension, repair, and demolition of the Works and/or the Project. Such licence shall carry the right to grant sub-licences and shall be freely transferable to third parties.

4.3 The Consultant shall not be liable for any such use by the Beneficiary or its appointee of any of the Information for any purpose other than in connection with the Project.

4.4 The Consultant hereby warrants and undertakes that the Information and all other products of the Services shall be original in him and shall not infringe the copyright, design rights, moral rights or any other rights of any third party.

4.5 In so far as the copyright in any of the Information is vested in any person other than the Consultant (including any sub-consultant or supplier), the Consultant shall procure that the owner grants to the Beneficiary an irrevocable, royalty-free and non-exclusive licence in equivalent terms to that described in clause 4.2, such licence also to carry the right to grant sub-licences and to be transferable to third parties.

4.6 The Consultant shall indemnify the Beneficiary against all liability, losses, costs, damages and expenses (including those arising out of any claim, demand or proceedings) suffered or incurred by reason of any infringement or alleged infringement of any rights in the Information because of the use by the Consultant of the Information or the use by the Beneficiary of the rights granted under clause 4.2 and/or 4.5 for the purposes specified therein.

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5 PROFESSIONAL INDEMNITY INSURANCE

5.1 The Consultant warrants that it holds valid professional indemnity insurance in accordance with the terms of the Appointment and that the premiums for the current period of insurance have been duly paid to the insurers and that the Consultant will maintain such insurance until the date of the statement of Practical Completion to be issued last under any contract for the Project and shall, subject to such insurance being generally available to consultants of the same discipline as the Consultant on reasonable terms and at commercially reasonable rates, maintain the insurance for 12 years thereafter. If the insurance ceases to be so available the Consultant will immediately notify the Beneficiary and will obtain such reduced and/or alternative insurance as is available and as would be reasonable in the circumstances for it to obtain.

5.2 Whenever requested so to do by the Beneficiary, the Consultant shall produce documentary evidence that the insurance referred to in clause 5.1 is being properly maintained and that the premiums have been paid.

6 ASSIGNMENT

6.1 The Beneficiary may at any time, without the consent of the Consultant, assign in whole or part the benefit of this Deed:

6.1.1 by absolute assignment on an unlimited number of occasions to any Group Company of the Beneficiary;

6.1.2 as security on an unlimited number of occasions to any person, firm or corporate body who has provided or has agreed to provide funds in connection with the Project and/or any person having or acquiring a mortgage or charge over the Project or any part of it (and such rights may be re-assigned on redemption); and

6.1.3 by absolute assignment on a maximum of two other occasions.

6.2 The benefit of this Deed may not be assigned or dealt with further without the prior written consent of the Consultant, which consent shall not be unreasonably withheld or delayed.

6.3 The Consultant undertakes to the Beneficiary not to contend in any proceedings under this Deed that any person to whom the Beneficiary assigns or has assigned its rights under this Deed or any of them in accordance with the forgoing provisions of this clause shall be precluded from recovering therein any loss resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not the original promisee hereunder or by reason that the Beneficiary named herein or any intermediate assignee of the Beneficiary escaped loss resulting from such breach by reason of the disposal of its interest in the Project.

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7 PROPER LAW AND JURISDICTION

The construction validity and performance of this Deed shall be governed by and construed in accordance with English Law and any disputes or differences between the parties shall be referred to the non-exclusive jurisdiction of the English Courts.

8 THIRD PARTY RIGHTS

The parties hereto acknowledge and agree that it is not their intention for any term or provision of this Deed to confer or purport to confer on any third party [(other than for the avoidance of doubt the Secured Parties and the Finance Parties)][21] any benefit or any right to enforce any provision of this Deed, whether pursuant to the provisions of the Contract (Rights of Third Parties) Act 1999 or otherwise.

9 NOTICES

9.1 Any notice to be given under this Deed shall be deemed duly given if delivered by hand or sent by pre-paid special delivery post or by facsimile transmission to the party to be served, at or to that party's above address or to such other address in the United Kingdom as the party to be served may from time to time select by prior written notice to the other party.

9.2 A notice shall be deemed to have been received:

9.2.1 if delivered by hand, on the day when the notice is left at the address of the party to be served PROVIDED it is delivered on a Working Day between 9am and 3pm failing which it shall be deemed to have been received the next Working Day;

9.2.2 if sent by pre-paid special delivery post, on the Working Day next following the day of posting; or

9.2.3 if sent by facsimile transmission, on the day when the notice is transmitted to the party to be served PROVIDED it is transmitted on a Working Day between 9am and 3pm failing which it shall be deemed to have been received the next Working Day.

10 PARTNERSHIP

If the Consultant consists of two or more partners the covenants and obligations on the part of the Consultant herein contained shall be deemed to be made by each of the said partners jointly and severally and the partners executing this Deed warrant that they are the authorised agents of the other partners and they have executed this Deed on behalf of the partnership and themselves and each of the other partners.

[21] Words in square brackets to be incorporated only where the Beneficiary is Lloyds Bank PLC. In all other cases, delete it.

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11 [DETERMINATION BY THE CONSULTANT

11.1 The Consultant covenants with the Beneficiary that he will not exercise nor seek to exercise any right to terminate the Appointment (or determine his employment thereunder) or discontinue the performance of any of his obligations under the Appointment for any reason whatsoever, including any breach on the part of the Developer, without giving to the Beneficiary not less than 15 Working Days' notice of his intention to do so and specifying the grounds for the proposed termination, determination or discontinuance.

11.2 Any period stipulated in the Appointment for the exercise by the Consultant of a right of determination shall be extended, as may be necessary, to take account of the period of notice required under clause 11.1.

11.3 Compliance by the Consultant with clause 11.1 shall not be treated as a waiver of any breach on the part of the Developer giving rise to the right of termination or determination, nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice, unless the right of termination or determination shall have ceased under the provisions of clause 12.

12 STEP-IN

12.1 The right of the Consultant to terminate the Appointment (or determine his employment thereunder) shall cease if, within the period of 15 Working Days referred to in clause 11.1, the Beneficiary (which expression shall include any receiver, administrative receiver or other appointee (in each case a "**Nominee**") appointed by the Beneficiary) shall give notice to the Consultant:

12.1.1 requiring it to continue its obligations under the Appointment;

12.1.2 acknowledging that the Beneficiary is assuming all the obligations of the Developer under the Appointment; and

12.1.3 undertaking to the Consultant to discharge all payments which may subsequently become due to the Consultant under the terms of the Appointment and to pay to the Consultant any sums which have properly become due and payable to it under the Appointment but which remain unpaid.

12.2 Upon compliance by the Beneficiary with the requirements of clause 12.1 the Appointment shall continue as if the right of termination or determination on the part of the Consultant had not arisen and as if the Appointment had been entered into between the Consultant and the Beneficiary to the exclusion of the Developer.

12.3 Notwithstanding that as between the Developer and the Consultant, the Consultant's right to terminate the Appointment (or determine his employment thereunder) may not have arisen, the provisions of clause 12.2 shall apply if the Beneficiary gives notice to the Consultant and the Developer to that effect and the Beneficiary complies with the requirements on its part under clause 12.1.

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12.4 The Consultant shall not be concerned or required to enquire whether and shall be bound to assume that, as between the Developer and the Beneficiary, circumstances have occurred which permit the Beneficiary to give notice under clause 12.3.

12.5 The Consultant, acting in accordance with the provisions of this clause shall not incur any liability to the Developer.

12.6 If the Beneficiary appoints a Nominee to exercise its rights under this clause, the Nominee shall act on behalf of the Beneficiary and shall have no personal liability to the Consultant but the Beneficiary shall be liable to the Consultant as guarantor for the payment of all sums from time to time due to the Consultant from the Nominee.

12.7 The Developer by its execution hereof agrees to the terms and conditions of this Deed.][22]

[22] Clauses 11 and 12 to be included only where Countryside confirms that Beneficiary is to receive step-in rights. In all other cases, delete it.

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Executed as a deed and delivered on the date specified at the beginning of this document.

EXECUTED as a DEED by **[BENEFICIARY]** by the signature of a director and the company secretary or of two directors of the company:)
)
)
)

.....
Director

.....
Director/Company Secretary

EXECUTED as a DEED by **[CONSULTANT]** by the signature of a director and the company secretary or of two directors of the company:)
)
)
)

.....
Director

.....
Director/Company Secretary

ARUN DISTRICT COUNCIL F/4/20/OUT

[EXECUTED as a DEED by **[INCLUDE COUNTRYSIDE ENTITY]** by the signature of a director or its attorney acting under a power of attorney dated [ ] in the presence of:)))))

.....

Signature of Director/Attorney

.....

Full name of Director/Attorney

Witness Signature: .....

Witness Name: .....

Witness Address: .....

.....

.....

Occupation: .....]

APPENDIX 3
Drawings

APPENDIX 4

Plan

APPENDIX 4

Plan

55865290.1

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APPENDIX 13 – EDUCATION FACILITY LAND TRANSFER

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HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred
WSX274536

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

3 Property:

Land at Ford Airfield, Ford, Arundel, West Sussex

The property is identified

☒ on the attached plan and shown:

edged red on Plan 1

☐ on the title plan(s) of the above titles and shown:

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

4 Date:

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

5 Transferor:
[*insert details of transferor when the transfer is occuring*]

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix: [ ]

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

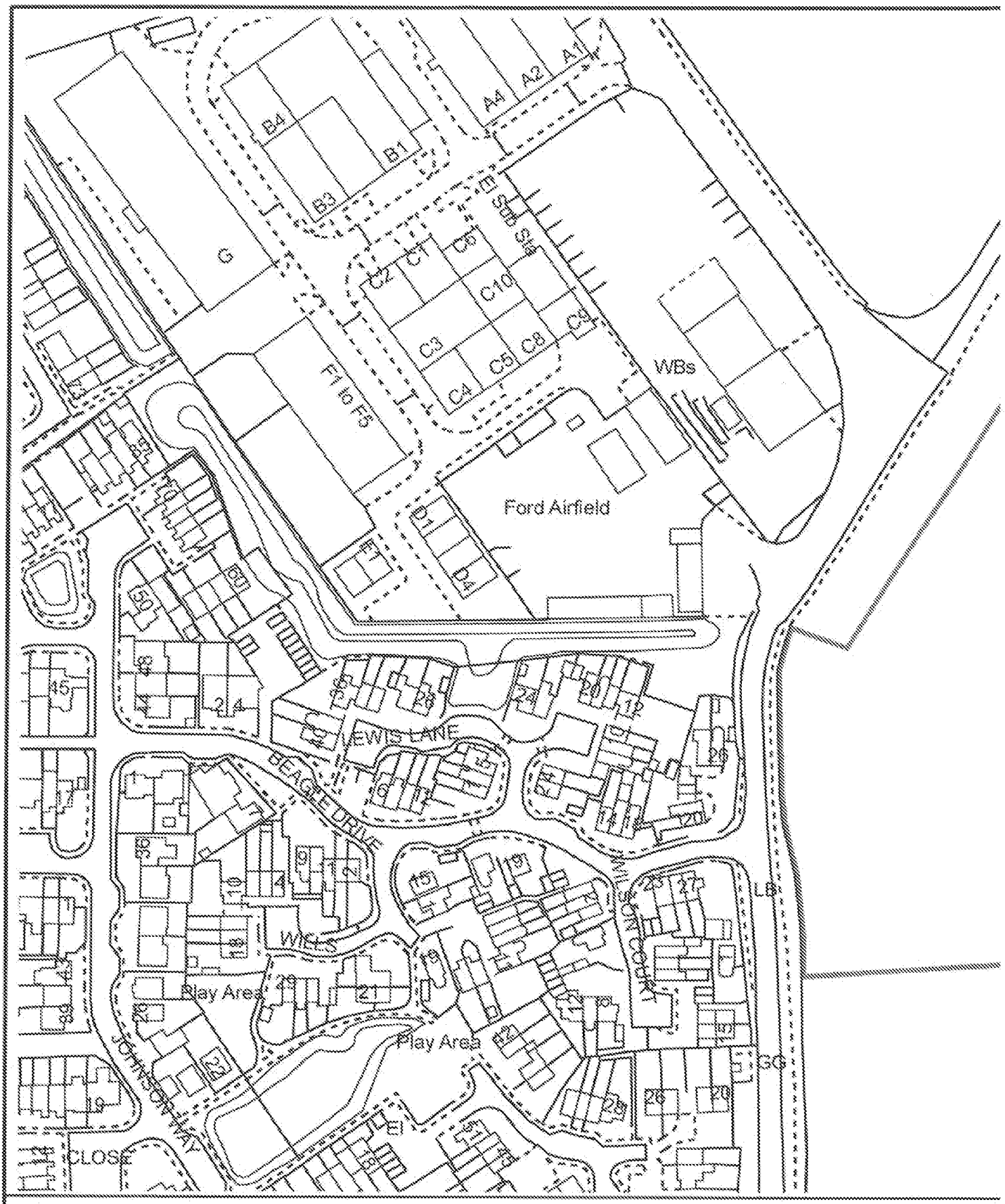
Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the

6 Transferee for entry in the register:
WEST SUSSEX COUNTY COUNCIL

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:



Primary School -

N	Scale @A4:	1:2,250
	Plot Date:	30/08/2022

Produced by
Property Int

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constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

(b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:

West Sussex County Council Legal Services, County Hall, West Street, Chichester, West Sussex, PO19 1RQ

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
£1 (one pound)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

X full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:
- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

12 Additional provisions

1 Definitions

1.1 In this transfer the following words and expressions have the following meanings

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

"Conditions for Entry"	the conditions to which any right to enter granted in clause 2 or excepted and reserved by Clause 3 is subject, which are that the right shall be subject to the person exercising the right: (a) effecting entry at a reasonable time (or at any time in an emergency) (b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency); (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and (d) complying with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.
"Plan 1"	the plan attached to this transfer with drawing number .....
"Planning Acts"	means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation of a similar nature in force at any time;
"Planning Need"	means any obligation contained in a Planning Obligation in relation to the provision of education facilities at the Property;
"Planning Obligation"	means an agreement made pursuant to the Planning Acts;
"Primary School"	means any school providing state education for primary aged children including, for the avoidance of doubt, a local authority controlled school, academy and free school.

"**Retained Land**"	the land comprised in the Title Number (excluding the Property) at ……[insert date of Section 106 Agreement].
"**Services**"	gas water sewage electricity energy telecommunications, television data and all other services and utilities
"**Service Media**"	all media for the supply or removal of the Services and all structures, machinery and equipment ancillary to those media.
"**Title Matters**"	the agreements, covenants, restrictions, stipulations and other matters (save for charges notices and restrictions) at the date of this transfer contained or referred to in the land registry title registered at the land registry under the title number contained in panel 2 of this transfer

1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.

1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2 Rights granted for the benefit of the property

2.1 The transfer is made together with the following rights over the Retained Land in fee simple for the benefit of the Property and may be exercised by the Transferee and its successors in title and all persons authorised by them (whether expressly or impliedly):

2.1.1 **Services** – the right to the running and passage of Services to and from the Property via

2.1.1.1 Service Media already laid in the Retained Land and which serve the Property; and

2.1.1.2 Service Media on the Retained Land which are installed or constructed 80 years from the date of this transfer;

2.1.2 **Right of Way** – until such time as the roads and paths on the Retained Land as may be necessary to access the Property are adopted and maintainable at the public expense, a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roads and on foot and bicycle over and along the paths on the Retained Land at all times and for the purpose of accessing and egressing to and from the Property to the nearest public highway

2.1.4 **Support** – the right of support and protection for the Property and any buildings on it from the Retained Land and any buildings on it;

2.1.5 **Access** – subject to observing the Conditions for Entry the right to enter the adjoining parts of the Retained Land with our without agents, professional advisers, workmen and equipment so far as is reasonably necessary to:

2.1.5.1 inspect or carry out works to the Property and to any buildings, retaining walls and structures constructed or erected thereon from time to time (including the foundations of such buildings retaining walls and structures) and all works of repair, maintenance, painting and rebuilding;

2.1.5.2 inspect repair maintain install re-route, replace or connect into Service Media now existing or which may be laid under such parts of the Retained Land subject to the person or persons entering the Retained Land to exercise the above rights shall obtain all necessary consents from all relevant authorities prior to carrying out any such works.

2.1.5.3 enable the Transferee to plant trees or shrubs on the Property or to carry out any landscaping on the Property to fulfil the requirements of any relevant planning permission

2.1.6 **Right to build**- the full and unrestricted right at any time after the date of this Transfer to erect or permit to be erected any buildings or other erections and to alter any building or other erections constructed whether before or after the date of this Transfer on any part of the Property in such manner as to obstruct or interfere with the passage and access of light and air to any building which is now or may be erected on any part of the Retained Land and so that all privileges of light and air now or at any time after the date of this Transfer to be enjoyed over any part of the Property by or in respect of the Retained Land are deemed to

be enjoyed by the licence or consent of the Transferee and not as a right

2.1.7 **Right of overhang** – the rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the Property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

3 Rights reserved for the benefit of other land

3.1 The following rights over the Property are reserved for the benefit of the Retained Land and may be exercised by the Transferor and its successors in title and all persons authorised by them (whether expressly or impliedly):

3.1.1 **Development** – the right to access any unbuilt parts of the Property as are necessary in order to develop the Retained Land;

3.1.2 **Service Media** –Subject to observing the Conditions of Entry the right to enter onto any unbuilt parts of the Property with or without vehicles, equipment, plant and machinery to lay and thereafter inspect maintain cleanse repair renew and connect into the Service Media in the Property and/or connect into Service Media in the Property ; and

3.1.3 **Services** – subject to payment of maintenance according to user, the right to free and uninterrupted use, the right to the running and passage of Services to and from the Retained Land via

Service Media already laid in the Property and which serve the Retained Land;

3.1.4 **Support** – the right of support and protection for the Retained Land and any buildings on it from the Property and any buildings on it;

3.1.5 **Right to build**- the full and unrestricted right at any time after the date of this Transfer to erect or permit to be erected any buildings or other erections and to alter any building or other erections constructed whether before or after the date of this Transfer on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is now or may be erected on any part of the Property and so that all privileges of light and air now or at any time after the date of this Transfer to be enjoyed over any part of the Retained Land by or in respect of the Property

are deemed to be enjoyed by the licence or consent of the Transferor and not as a right

Include words of covenant.

4 Restrictive covenants by the transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property and each and every part thereof into whosoever hands the same may come that the owners of the Property shall not use or permit the Property to be used for any purposes other than primarily for a Primary School with associated facilities and community uses;

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

4 **Agreements and declarations**

4.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 3.1** to be noted on the title number of the Property.

4.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 2.1** to be noted on the title number(s) of the Retained Land.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide 24: *private trusts of land* for further guidance.

Remember to date this deed in panel 4.

13 Execution

Signed as a deed
on behalf of
Wates
Developments
Limited
by two of its duly
authorised
directors
in the presence of:

Signature of director

Signature of director

The Common Seal of
West Sussex County Council
is hereunto affixed in the
presence of

A duly authorised officer

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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APPENDIX 14 – EDUCATION FACILITY SITE PLAN

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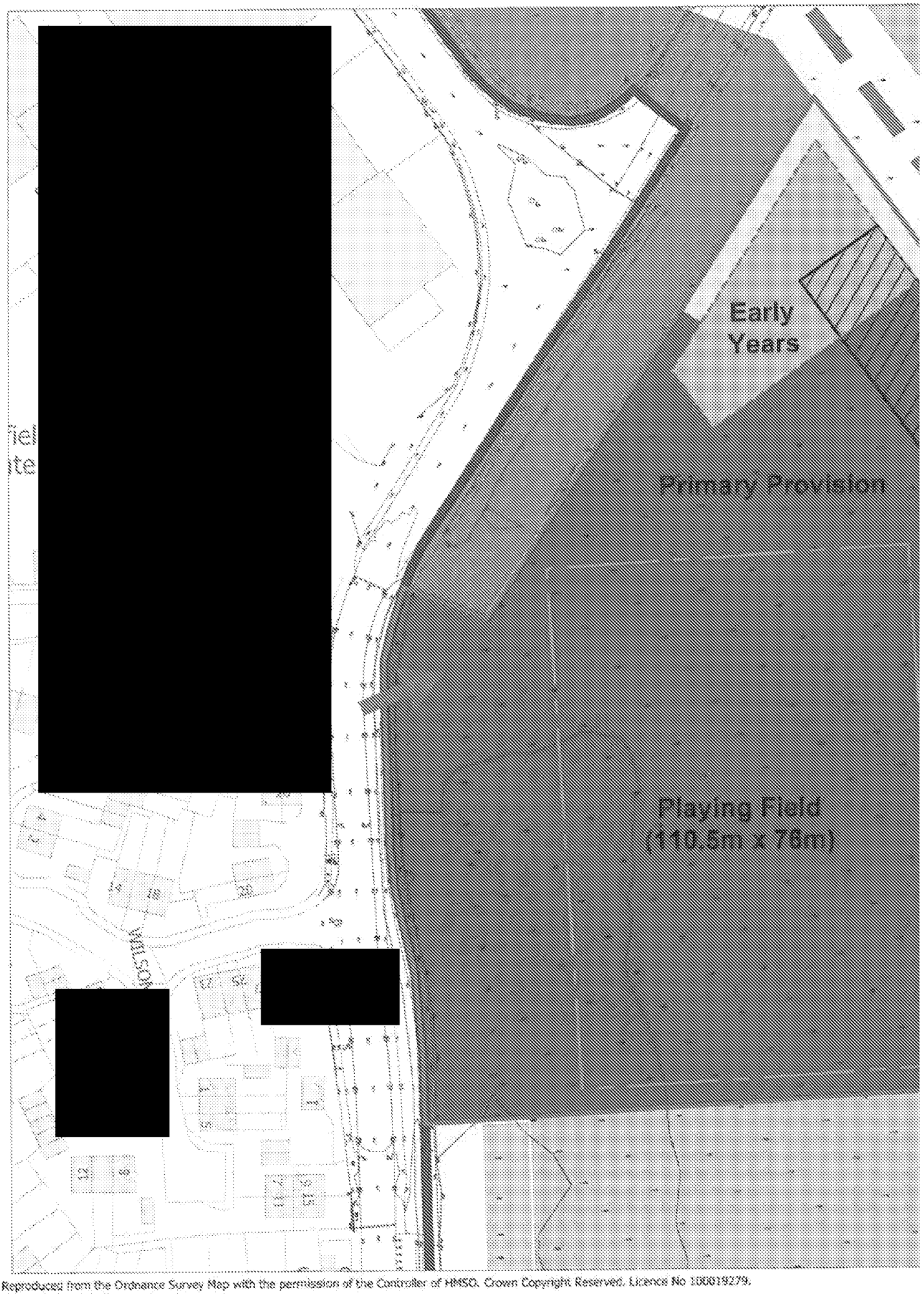

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APPENDIX 15 – FORM B EDUCATION SUITABILITY CHECKLIST

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Form 8

Education Site Suitability Checklist (For Completion by Developer)

Site Name and Address:	Ford Airfield, Ford
Postcode:	
Site Area (hectares):	86.63ha

Please tick one column for each criterion. Supporting evidence must be provided for each answer as part of a Land Compliance Study. Please use the final column to signpost your evidence and any accompanying studies.

Provided in relation to the land shown on the Illustrative masterplan for the proposed school.

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence
Utilities provided to the site boundary including gas, water, electricity, foul and surface water discharge.		x		Gas, water & electricity refer to JNP Report Ref C85228 R003 Onsite Utilities Appraisal Report. Surface water Drainage refer to JNP drawings C85228-D100 titled Indicative Surface Water Drainage Strategy Sheet 1 of 2 and C85228-SK194 titled Southern Parcel Underdrain Swale Strategy. Foul Water Drainage refer to JNP drawings titled drawings C85228-D107 and D108.
Broadly level ground with a gradient across the site of between 1:60 and 1:100		x		Refer to JNP drawing C85228-D110 titled Indicative Proposed Ground Levels Sheet 1 of 2. The ground levels along the western boundary of the primary school are governed by the existing public road called Rollaston Park. This road rises and falls with an approximate gradient of 1 in 100. The proposed road within the development site along the eastern boundary of the school rises and falls with a longitudinal gradient of approximately 1 in 80. The crossfall between the east and west boundaries of the school parcel ranges between gently sloping (i.e flatter than 1 in 300) and 1 in 60.
Level with surrounding areas and in particular with suitable points of access (pedestrian and vehicular)		x		Refer to JNP drawing C85228-D110 titled Indicative Proposed Ground Levels Sheet 1 of 2 and the above comments regarding proposed finished ground levels at the existing and proposed roads/ verges which surround the school.
Roughly rectangular in shape			x	The site proposed meets the size requirements, but is not rectangular in shape
Sufficient width and length for size of an education facility in line with current Building Bulletins	x			The indicative site for the school on the illustrative masterplan is c. 211m x 150m.
At least 30cm of clean topsoil, free from debris and/or other contaminants		x		0.15 to 0.2m of topsoil was encountered during investigation on site, however no contamination or debris has been recorded in the topsoil that would render it unsuitable for use. Please see RSK geo-environmental and geotechnical report ref 29228 R01, dated November 2018. For drainage purposes, there will be ground remodelling within the wider site. If necessary, this can include the provision of additional top soil on the school site.

Free draining across the whole site and not liable for flooding or record of previous flooding		x		Refer to JNP drawings C85228-D100 titled Indicative Surface Water Drainage Strategy Sheet 1 of 2 and C85228-SK194 titled Southern Parcel Underdrain Swale Strategy, JNP Report Ref C85228 R001 Ford Airfield Flood Risk Assessment and Drainage Strategy and JNP Report Ref C85228-JNP-92-XX-RP-C-1004 titled Ford Airfield Updated Drainage Design. Surface water runoff from the school will discharge into the proposed surface water drainage system for the development. The surface water design strategy includes an allowance for drainage from the school sports pitches in addition to the school buildings and impermeable surfaces.
Standard trench fill/strip foundations can be used		x		Ground conditions appeared suitable but additional investigation is likely to be required to confirm foundation / infrastructure design when more information on the proposed school becomes available.
Is the site accessible from suitable Highways (not a cul de sac) and safe direct walking & cycling routes?		x		Once access is constructed, the site will be located on a through route with safe direct walking and cycling routes. Routes to be agreed at RM stage.
Centrally located to the overall development or area the school will serve	x			Proposed location is central to the application site.
Well located in relation to other neighbourhood facilities and public realm	x			Proposed to be located near to the new local centre at Ford Airfield
Not crossed by any public rights of way or access wayleaves or other utility service		x		As far as we are aware at this stage, the site is not crossed by public rights of way, access wayleaves. Openreach record drawings indicate there is an existing telecom service which crosses the site. It will be diverted or abandoned. No other services cross the site.
Not crossed by or bounded by any power-lines	x			The proposed site for the school is not crossed or bounded by any existing overhead power lines.
Not crossed by and sufficiently distant from any gas mains	x			Refer to JNP drawings C85228-SK170 and SK171 Indicative Existing Combined Utilities Plans. The parcel is not impacted by gas mains.
Outside the cordon sanitaire of any sewage plant	x			Figure 11.3 and Figure 11.4 submitted as part of the ES Chapter
Free of items or structures of archaeological interest		x		The site has been subject to an archaeological geophysical survey which has established that the wider application site has archaeological potential. No features were recorded within the school site but there are possible archaeological features just outside of the school site. The LPA's archaeological advisor has stated that the wider site, including the school site, will require archaeological evaluation trenching as a condition of planning permission. The scope of these works will be agreed with the LPA's archaeological advisor and once implemented will establish the archaeological potential of the site. Should the evaluation establish that there are archaeological remains within the site, it is possible that there may be follow-on mitigation

				investigations required that is not unusual and can be undertaken prior to construction.
Free from protected species or habitats of special interest, e.g bats, dormice, newts etc		x		The part of the site that the primary school is on comprises arable land and boundary hedgerow which provide suitability for foraging and commuting bats and nesting birds (which may nest both in the hedgerow and on the ground within the arable habitat) (ES Chapter). Mitigation measures for foraging and commuting bats and nesting birds within both the Primary School Site and the wider development site have been set out in the Environmental Statement accompanying the application and as per usual practice could be conditioned on the application. This will include a sensitive lighting strategy, retention or compensation of foraging and commuting habitat for bats, and sensitive clearance of the working area to prevent killing or injury nesting birds.
Site not part of a conservation area or subject to any special planning authority restrictions	x			Arun Valley SPA lies within the Zone of Influence of the wider site, but not within the ZoI of the school. (ES Chapter)
Is the site and surrounding area free of pollution, contamination and other risk factors?	x			Background NO2, PM10 and PM2.5 concentrations are below the air quality standards as detailed in the submitted ES Chapter and Air Quality Technical Appendix.
Free of soil and water table contamination		x		From the work undertaken to date there is no evidence of any contamination recorded on the site. It would be prudent to undertake some limited testing as part of any future geotechnical investigation to confirm.

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence
Outside any current or proposed 55db LAeq (30min) noise source or contour		x		The primary school site is located in close proximity to Ford Airfield Industrial Estate. Based on the external noise surveys undertaken, the school may be subject to noise levels in excess of 55 dB LAeq (30min) without mitigation. If necessary, specialist acoustic barriers/bund along the edge of the industrial estate, and any other mitigation measures, could be incorporated into any future detailed design for the site in order to achieve internal noise levels in line with criteria from Building Bulletin 93.
Free from radon or potential sources thereof	x			
Air quality standards are met	x			The conclusions of the ES Chapter and Air Quality Technical Appendix show all pollutants are below the relevant air quality objectives for all scenarios
Free from invasive plants such as Japanese Knotweed	x			Invasive plants were not recorded within the area associated with the primary school (ES Chapter)
Not affected by ground gasses and vapours	x			
Not affected by potential sources of light pollution e.g. major roads, car parks or industry	x			As far as we are aware, the site is not affected by these matters.

Is the site sufficiently distant from any land use that could cause public anxiety, such as:				
* Chemical or petro-chemical production or storage	x			
* Establishments storing or handling live viruses	x			
* Facilities housing or treating people with a history of violence or a threat to children	x			
* Incinerators			x	The site shown on the illustrative masterplan is c. 221m Circular Technology Park.
* Sites currently or previously used for land fill or rubbish disposal	x			
* Aviation or high speed transportation e.g. train lines or helipads	x			
* Major roads or traffic honeypots e.g. large retail outlets	x			
* Prisons or facilities for persons with a history of offending	x			The site shown on the illustrative masterplan is c. 500m from Ford Prison. This is a category D open prison for low risk offenders, or those nearing the end of their sentence (and assessed as low risk).
* Phone or radio masts and transmitters	x			
* High voltage power lines	x			
* Firing ranges, premises storing live ordnance / ammunition or UXB sites		x		A UXO desk study was commissioned as part of RSK H&S procedures given the sites former use as a military airfield (UXO risk assessment produced by Fellows International ref 2078, dated July 2018). The report indicates that mitigation measures are required for any intrusive works or construction related activities, which can be achieved as per usual practice ahead of construction. The site is located c.369m from the Indoor Firing Range to the south west of the site.
* Land or buildings with a use emitting a strong odour			x	The site is located c.200m from Besmoke Ltd, 146m from Ford WwTW and 221m from Circular Technology Park, which are potential odour emitting uses.

				Odour assessments have been undertaken which have confirmed that the site would not be adversely affected, and relevant Environmental Permits and planning conditions secure odour emissions from these sites where necessary.
* Quarries or other major sources of dust	x			
* Premises housing dangerous animals, birds, reptiles or insects	x			
Is the site free from encumbrances that may need to be removed?	x			Not aware of any further encumbrances at this stage.
Free of buildings and other surface structures	x			
There are no trees on or abutting the site with particular reference to TPOs, ancient woodland or trees located such that they compromise efficient layout	x			Tree survey
Free of pipes, cables and the like		x		Refer to JNP drawings C85228-SK170 and SK171 Indicative Existing Combined Utilities Plans. Openreach record drawings indicate there is an existing telecom service which crosses the site. It will be diverted or abandoned. No other services cross the site. Proposed new supply service routes into the school are yet to be confirmed with the statutory undertakers.
Free of ponds, ditches or water courses	x			Refer to JNP drawings C85228-D100 and D101 Indicative Surface Water Drainage Strategy. No open surface water features are proposed in the vicinity of the school.
Free from foundations, fuel tanks and other buried structures	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Free from spoil and fly tipping	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Free from filled spaces including mineral workings and land fill	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Free of void spaces including wells, sumps and pits	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Specialist site boundary fencing if site is adjacent to a railway line, sewage plant, motorway/dual carriageway, bus depot or facilities which will cause acoustic issues for the school users		x		The primary school site is located in close proximity to Ford Airfield Industrial Estate. Based on the external noise surveys undertaken, the school may be subject to noise levels in excess of 55 dB LAeq (30min) without mitigation. If necessary, specialist acoustic barriers/bund along the edge

				of the industrial estate, and any other mitigation measures, could be incorporated into any future detailed design for the site in order to achieve internal noise levels in line with criteria from Building Bulletin 93.
Early access to the site for WSCC employees and their agents to ensure site is fit for purpose, to undertake surveys and inspections prior to construction. Site to be clearly set out with tamper-proof markers	x			Access can be provided as/when requested.

If you have answered 'Will Meet' in relation to any criteria, please give details below or on a separate sheet.

Please give details of any current or proposed adjoining land use that may disrupt the normal functioning of a school or early years & childcare facility, detract from learning or place anyone associated with the establishment at risk.
The primary school site is located in close proximity to Ford Airfield Industrial Estate. Based on the external noise surveys undertaken, the school may be subject to noise levels in excess of 55 dB LAeq (30min) without mitigation. If necessary, specialist acoustic barriers/bund along the edge of the industrial estate, and any other mitigation measures, could be incorporated into any future detailed design for the site in order to achieve internal noise levels in line with criteria from Building Bulletin 93.

Please give any other details you know about, that may make this land unsuitable for a school or early years & childcare facility or may add to the cost of building or establishing one on the site.

DECLARATION

I confirm that the information I have given represents full disclosure of the facts and I have taken all necessary steps to ensure it is accurate beyond reasonable doubt. Should any information become evident in the future, that may have altered the response I have given, I will bring these facts to West Sussex County Council's attention immediately.	
SIGNED: Robin Shepherd	Print Name: Robin Shepherd
ON BEHALF OF:	Wates Developments and Redrow Homes
DATE:	13 December 2021

Supporting Information

The developer is required to attach to the completed checklist a set of survey information listed below that have a transferable warranty that West Sussex County Council or our contractors can rely upon. It would be expected that the developer would already have much, if not all, of this information:

1. Ordnance Survey map or drawing and historical documents on previous use;
2. Topographical Survey of area;
3. Ground Conditions Study including local geology maps;
4. Soil and Ground Water Contamination Study;

5. Flood Risk Assessment including Environment Agency flood zone designation;
6. Habitat, Arboriculture and Ecology Study including site walkover report;
7. Planning Policy documents including relevant planning history;
8. Noise Assessment against criteria in DfE Building Bulletin 93 or equivalent;
9. Air Quality Assessment including reference to Air Quality Management Areas;
10. Partner organisation plans for area;
11. Utilities to the site boundary including gas, water, electricity, foul and surface water discharge. Documentary evidence to be provided;
12. CAD drawings (DWG as well as PDF format) to be provided prior to sign off of Section 106 Agreement to ensure site is fit for purpose.

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APPENDIX 16 – LAND USE AND DENSITY PARAMETER PLAN

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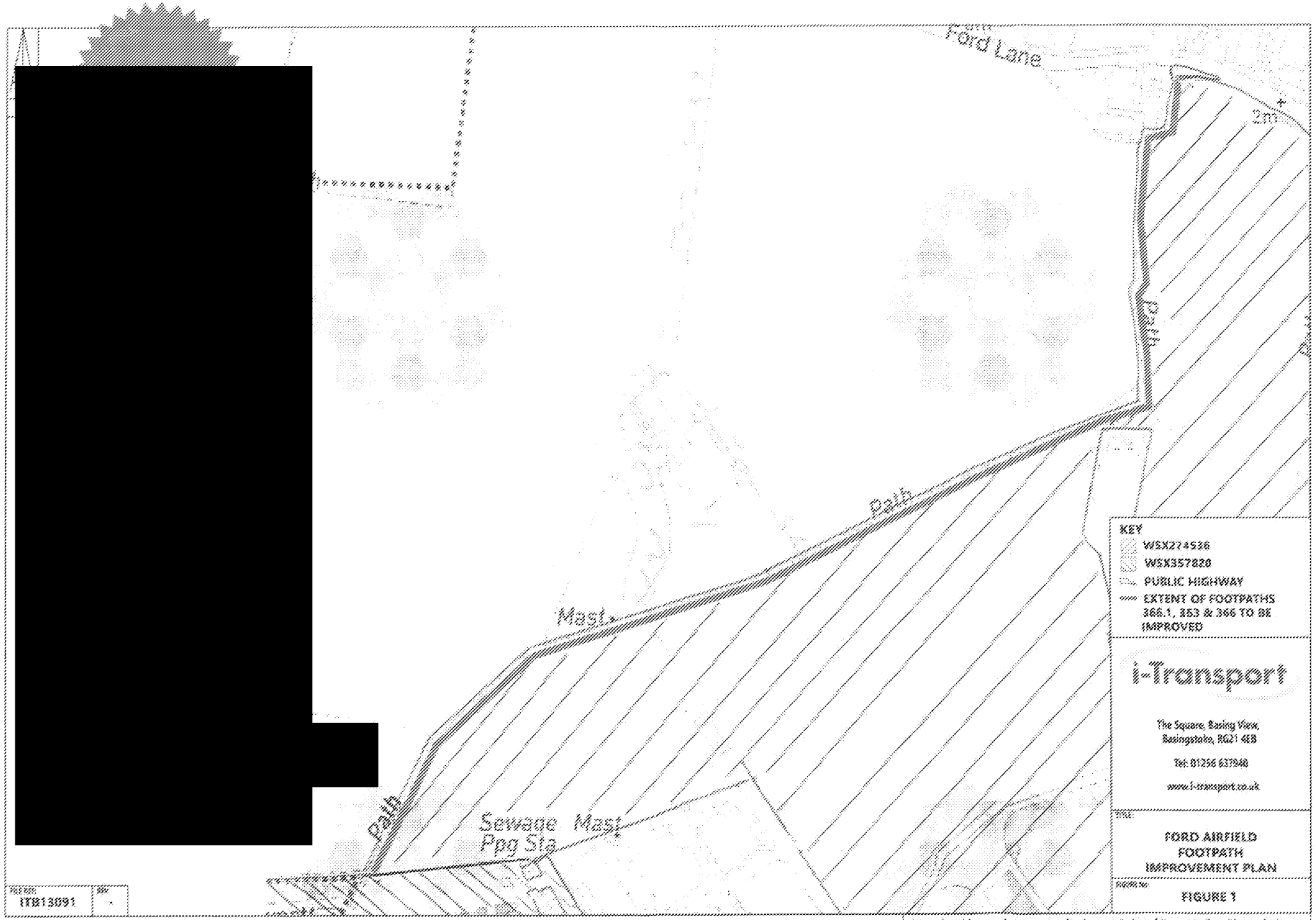

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APPENDIX 11 – OPEN SPACE PLAN

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APPENDIX 12 – EDUCATION FACILITY DEVELOPMENT AGREEMENT

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DATED 2022

(1) [*Insert name as per party (1) on page 1*]

(2) WEST SUSSEX COUNTY COUNCIL

DEVELOPMENT AND SALE AGREEMENT

RELATING TO LAND AT FORD AIRFIELD, FORD, ARUNDEL WEST SUSSEX

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DATE **2022**

PARTIES

(1) ..... [parties to *insert name of freehold owner of the land upon which the school is to be built at point development agreement is signed*] a company incorporated and registered in England and Wales (registered number [ ]) whose registered office is at [ ] (the **Developer**); and

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall West Street Chichester West Sussex PO19 1RQ (**Council**).

INTRODUCTION

(A) The Developer owns the freehold of the Property and intends to develop the Property as more particularly set out in the Planning Permission

(B) The Developer has obtained the Planning Permission from the Local Planning Authority to develop the Property

(C) Under condition [#] of the Outline Planning Permission the Developer agreed to enter into the Planning Agreement which included (amongst other things) a covenant by the Developer with Arun District Council to build the School for the Council

(D) The School is to be built in an area in respect of which the Council has responsibility for education services and has duties to secure necessary capacity and to promote high standards in education.

(E) The Developer shall either construct or procure the construction of the School on the Property

(F) Once the School has been practically completed in accordance with the terms of this Agreement then the Developer will transfer the Property to the Council .

(G) The Council intends granting a lease of the Property (and the School) to the Academy Trust.

IT IS AGREED

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this agreement the following definitions shall apply unless the context requires otherwise:

2002 Act
the Land Registration Act 2002;

Academy Trust
[INSERT DETAILS HERE] TBC these will not be known for some time so need a placeholder for such academy trust as may be selected by West Sussex County Council and approved by the Secretary of State for Education

Act
the Town and Country Planning Act 1990;

Act of God
the happening of some event which could not be caused by the action or intervention of man and the loss from which could not have been avoided or prevented by any reasonable amount of foresight, pains or care;

Act of Terrorism
an act (including the use of force or violence or the threat of them) of any person or group of persons whether acting alone, or on behalf of, or in connection with, any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear and such other acts or things as may be included within the wording adopted in the London insurance market from time to time for the exclusion of cover in respect of acts of terrorism;

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Actual Completion
actual completion of the Transfer and **Date of Actual Completion** shall be interpreted accordingly;

All Risks Insurance;
has the meaning given to that expression in JCT DB 2016;

Appointments
the deeds of appointment to be entered into between the Developer and the members of the Design Team and the Employer's Agent in the form of the drafts set out in Appendix 1;

Approved Scheme
the scheme for carrying out the Developer's Works in accordance with the Programme as varied from time to time pursuant to the terms of this agreement;

Architect
[∗] or such other independent person, firm or company (being in the case of an individual a professional associate or fellow of the Royal Institute of British Architects and in the case of a firm or company having at least one partner or director (as the case may be) who is an associate or fellow of the said Institute) as may be appointed by the Developer to be the Architect for the purposes of this agreement and who shall be approved by the Council;

Bank
[∗];

Buildings
the School and ancillary structures to be constructed in the course of the Developer's Works;

Building Contract
Shall as the context admits be either

(a) the building contract or contracts to be entered into by the Developer for the carrying out of the Developer's Works in the form of JCT DB 2016 with such amendments (if any) as the Council acting reasonably shall first approve and the Developer shall obtain the approval of the Council to the Employer's Requirements and the Contractor's Proposals; or

(b) the building contract or contracts to be entered into by the Developer with the Developer's Group Company for the carrying out of the Developer's Works in the form of the JCT DB 2016 or such other form of building contract as the Developer shall reasonably use as the Council shall first approve acting reasonably and the Developer shall obtain the approval of the Council to the Employer's Requirements and the Contractor's Proposals or such other form of building contract as is required.

Building Contractor
Shall as the context admits be either

(a) [∗] or such other substantial and financially sound building contractor as the Developer shall employ from time to time under the Building Contract and who shall be approved by the Council; or

(b) Such substantial and financially sound Group Company of the Developer chosen by the Developer to carry out the Developer's Works and who shall be approved by the Council

Building Contractors Supply Chain
TBC

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CDM Principal Designer
such person as is appointed under regulation 5(1)(a) to perform the duties specified in regulations 11 and 12 CDM Regulations;

CDM Regulations
the Construction (Design and Management) Regulations 2015;

Certificates
any of the Practical Completion Statement and the Notice of Completion of Making Good;

Collateral Warranty Deeds
deeds in the form of the agreed drafts set out in Appendix 2 to be entered into by the respective members of the Construction Team subject only to such amendments as do not materially attenuate the liability of the warrantor and which shall first be approved by the Council;

Communication
any notice, application, approval, certificate or other communication from or on behalf of one party to another pursuant to the terms of this agreement;

Completion Date
the tenth Working Day after the Date of Practical Completion;

Consents
means the Planning Permission, the approvals of any Reserved Matters relating to the conditions attaching to any planning permission relating to the Works, any obligation under section 106 Town and Country Planning Act 1990, section 38 or section 278 Highways Act 1980 or section 104 Water Industry Act 1991, and all other permissions, consents, approvals, licences, certificates, and permits whether of a public or private nature as may be necessary lawfully to commence, carry out and complete the Works.

Construction Phase Plan
the plan that the Principal Contractor must prepare to comply with regulations 12 or 15 CDM Regulations;

Construction Team
the Building Contractor, the Design Team, the Employer's Agent and the Warranting Sub-Contractors;

Contract Rate
[#];

Contractor's Proposals
the documents showing and describing the Building Contractor's proposals for the design and construction of the Developer's Works to be supplied to the Developer in response to the Employer's Requirements;

Council's Technical Advisor – placeholder TBC

Court
a court of competent jurisdiction;

Date of Practical Completion
the date of issue of the Practical Completion Certificate;

DBS
Means the Disclosure Barring Service

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Defects
any defects, shrinkages or other faults in the Developer's Works which are due to materials or workmanship not in accordance with the Building Contract or frost or landscape features which fail to thrive due to a failure on the part of the Developer or Building Contractor to maintain occurring before the Date of Practical Completion or to faulty design;

Deleterious Materials
any building materials or agents used in connection with the construction process which at the time of specification or proposed use are generally considered by construction industry professionals at such time as (either in themselves or in combination with other materials with which they may be used in combination in works or as acted upon by environmental factors with which they may come into connection (either during the carrying out of works or thereafter) or when used in a particular situation or in particular quantities or concentrations):

(a) being hazardous to health;

(b) damaging to structures of a comparable type to the structure in which they are intended to be incorporated or impairing the performance of or reducing the stability of such structures;

(c) giving rise to a requirement for maintenance of structures of a comparable type to the structure in which they are intended to be incorporated at a higher level of frequency or expense than that which would normally be expected in a structure of comparable type;

(d) tending to reduce the life expectancy below the design-life expectancy of any materials with which they are intended to be combined or any materials to which they are intended to be affixed, or the structure in which they are intended to be incorporated or affixed; or

Design Data
all drawings, reports, documents, plans, software, formulae, calculations and other data whatsoever in any medium prepared by or on behalf of the Developer relating to the design and construction of the Developer's Works;

Design Team
the Architect, [the Environmental Consultant], [the Mechanical and Electrical Services Engineers], the Structural Engineer and any other consultants who are involved with the design of the Developer's Works;

Developer
the first party to this agreement and includes its successors-in-title and permitted assigns;

Developer's Solicitors
Cripps LLP of ...[please insert address]..... [(ref: [•]) or such other firm of solicitors appointed by the Developer from time to time;

Developer's Works
the works to be carried out by or on behalf of the Developer as more particularly shown or described in the Drawings and may include any part of the Developer's Works and shall include:

(a) the Off-Site Works;

(b) the demolition of any existing buildings and structures and site clearance and preparation;

(c)]the construction of the Services;

(d) The construction of a Serviced new turn key facility two form entry primary school, a two classroom early years facility and ancillary accommodation, a special support

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centre for two classrooms, with ancillary accommodation for the school, early years facility and special needs centre to include but not be limited to office, staff space, kitchen area, toilets including accessible toilets and space for nappy changing, a break out space on the ground floor and car parking. The facilities shall include ICT and Furniture and equipment so that it is a turn-key facility. The facilities shall be described more fully in the Specification and the Schedule of Accommodation

(e) the Landscaping Works

(f) the carrying out of any works required to remediate the contamination of the Property as required pursuant to the terms of the Planning Permission;

Dispute
a dispute, issue, difference, question or claim as between the Council and the Developer relating to or arising at any time out of this agreement;

Dispute Notice
a notice requiring a dispute to be referred to a Specialist and proposing an appropriate Specialist;

Drawings
the drawings and the specification set out in Appendix 3 comprising the Architect's drawings numbered.....[List drawing numbers],

the mechanical and engineering drawings numbered.....,

structural drawings numbered.....,

civil engineering drawings numbered.....,

drainage drawings numbered.....and

landscape drawings numbered..... [•]

and

a specification reference BB103 dated April 2014 and WSCC design guides reference ..... to go with the Schedule of Accommodation as were it is used and the expression shall include all such variations and alterations to them from time to time made pursuant to and in accordance with the terms of this agreement;

Electronic Payment
payment by electronic means in same day cleared Council s from an account held in the name of the Council 's Solicitors at a clearing bank to an account in the name of the Developer's Solicitors;

Employer's Agent
Shall as the context admits be either

(a) [•] or such suitably qualified person as a replacement employers agent as the Council shall approve; or

(b) If the Developer appoints a Group Company to act as Building Contractor for the Developers Works then such representative within the Developer's subsidiary who is appointed to carry out the role of Employers Agent or equivalent role under the Building Contract as the Council shall approve

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Employer's Requirements
the documents to be supplied to the Building Contractor by the Developer showing and describing or otherwise stating the Developer's requirements for the design and construction of the Developer's Works;

Event of Default
(a) the Developer not substantially commencing the Developer's Works within 40 Working Days of the First Unconditional Date;

(b) the Developer (before the Date of Practical Completion but not otherwise) committing a material breach of this agreement and failing within 40 Working Days of notice being given by the Council or the Council 's Surveyor (or sooner in case of emergency) to commence appropriate action to investigate such breach and thereafter failing diligently to remedy such breach as soon as reasonably practicable to the reasonable satisfaction of the Council ;

(c) the Developer ceasing to carry out the Developer's Works or repudiating this agreement;

Excluded Transfer
a transfer which is treated as neither the supply of goods nor a supply of services for the purposes of VAT by virtue of section 49 VAT Act and Article 5 Value Added Tax (Special Provisions) Order 1995;

First Unconditional Date
TBC

Force Majeure Event
any of the following events (and any circumstance that arises as a direct consequence of any of the following events):

(a) Act of Terrorism;

(b) act of the public enemy or insurrection, civil war, civil disorder, civil commotion, , war , military or usurped power, confiscation or requisition or destruction or damage to property by or under the order of any government or public or local authority or seizure under legal process;

(c) not used

(d) revolution, riot;

(e) fire, earthquake,, collapse, aircraft, aerial devices and articles dropped or falling from them, impact;

(f) nuclear, chemical or biological contamination of the Property or any adverse ground or soil conditions in or affecting the Property or the presence of any underground structure or object in the Property or in any nearby property;

(g) pressure waves caused by devices travelling at supersonic speeds;

(h) the presence or discovery of fossils, antiquities, bodies or other human remains or unexploded bombs;

Group Company
in relation to any company, a company which is a member of the same group of companies as that company within the meaning of section 42 Landlord and Tenant Act 1954;

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Health and Safety File
the record in relation to the Developer's Works required under regulation 12(5) CDM Regulations;

Insolvency Act
the Insolvency Act 1986 as amended;

Intellectual Property
all intellectual and industrial property and all rights in them in any part of the world including any patent, petty patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, know-how, specification, improvement technique, copyright (including rights in computer software and database and topography rights), unregistered design right, technical information or drawing created by or procured by the Developer in connection with the Developer's Works;

JCT DB 2016
the JCT Design and Build Contract 2016 edition;

Joint Fire Code
the code so defined in JCT DB 2016;

Landscaping Works
all hard and soft landscaping works to be carried out on or at the Property as described in section [#] of the Drawings;

[Longstop Date
Shall mean……..

[Mechanical and Electrical Services Engineers
[•].]or such other suitably qualified independent person firm or company given the nature of the Developers Works as may be appointed by the Developer to be the Mechanical and Electrical Services Engineers for the purposes of this agreement and who shall be approved by the Council;

Necessary Consents
all permissions, consents, licences, certificates, authorisations and other approvals which may be required from any local or other authority or body or person or any fire officer for the construction of the Developer's Works;

Notice of Completion of Making Good
the notice defined in clause 2.36 JCT DB 2016;

Off-Site Works
any works which must be completed other than on the Property as described in section [•] of the Drawings;

Option to Tax
an option to tax in respect of the Property within the meaning of paragraph 2 schedule 10 VAT Act;

Outline Planning Permission
outline planning permission reference …… dated…… [#] permitting development of the Site (including the Property);

Part 1 Conditions
the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision) and **Standard Condition** means any one of them;

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Part 2 Conditions
the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision);

Permitted Variations
means any variation:

(a) which is insubstantial or immaterial and of routine nature; and/or

(b) which involves a substitution of material provided that the material substituted is of equivalent or superior standard and is not less suitable for its purpose; and/or

(c) where the variation is required in order to satisfy a change in law or is ordered by a competent authority and such variation would not materially adversely affect the Development; and/or

(d) which does not add delay to the completion of the Works; and/or

(e) any Variation which is not an Unacceptable Variation and which is required by any local or other competent authority either as a condition of the grant or continuation in force of any consent or approval or in consequence of any variation, relaxation or waiver of any consent or approval; and/or

(f) (F) any other Variation which is not an Unacceptable Variation and which is proposed by the Employer's Agent or other appropriate Consultant and approved in writing by the Council (which approval must not be unreasonably withheld or delayed).

PI Requirements
professional indemnity insurance cover for not less than €10,000,000 for any one occurrence or series of occurrences arising out of one event (and £2,000,000 in the aggregate in respect of asbestos claims);

Plan
the plan attached at Appendix 4;

Planning Agreement
(a) any planning obligation entered into or proposed to be entered into under section 106 of the Act; and/or

(b) any agreement concluded or proposed to be concluded between a party to this agreement and the Planning Authority (whether or not under section 106 of the Act) and/or any other authority relating to the construction, maintenance or adoption of any road, sewer, drain or supply affecting or serving the Property (whether or not under sections 35 and 36 or section 278 Highways Act 1980 or section 104 Water Industry Act 1991);

(c) AND including for the avoidance of doubt the S106 Agreement dated..... [#] and made between .....[#]

Planning Authority
the local planning authority;

Planning Permission
The Outline Planning Permission together with the reserved matters consent reference .....dated .....being the planning permission for the Developer's Works;

Post Transfer Works
As defined in clause 40 of this Agreement

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Practical Completion Certificate
the certificate to be issued by the Employer's Agent pursuant to clause 2.27 JCT DB [2016] stating that the Developer's Works have been practically completed in accordance with the provisions of the Building Contract;

Principal Contractor
the person appointed under regulation 5(1)(b) CDM Regulations to perform the specified duties in regulations 12 to 14;

Programme
the provisional programme for carrying out the Developer's Works a copy of which is attached at Schedule 1;

Project
the carrying out of the Approved Scheme;

Property
the freehold estate of the area of land consisting of 2.3 hectares shown edged red on the Plan forming part of the Site registered (together with the remainder of the Site) with freehold title absolute under title number WSX274536;

Purchase Price
the sum of ONE POUND £1.00;

Rectification Period
the period so defined in JCT DB 2016 which shall be no fewer than 12 months from the Date of Practical Completion;

Relevant Events
the events set out in clause 2.26 JCT DB 2016;

Schedule of Accommodation
to be agreed between the parties acting reasonably but the parties agree that it shall include fixtures and fittings, and IT equipment to a standard level of fit out for a primary school, special support centre and early years provision so that the aforementioned primary school, special support centre and early years provision are a turn key facility.

Secretary of State
the Secretary of State or other Minister or authority for the time being having or entitled to exercise the powers conferred by sections 77 and 78 of the Act;

Serviced
the following that are to be provided for the benefit of the Development:

1. connections to mains water electricity gas telephone foul sewer and a surface water sewer; and

2. highway access to binder course level

Services
pipes, wires, troughs, cables, drains, channels, flues, conduits, ducts, watercourses, gutters, culverts, soakaways and other transmission media and installations and all fixings, louvres, cowls, covers and grilles and other ancillary apparatus, sewers and other conducting media for the transmission of water, water, gas, electricity, storm and foul drainage, telephone and other telecommunications (analogue, digital, laser or otherwise) electrical and radio impulses and signalling which are designed by the Drawings to be in or pass through, over or under the Property;

Site
the land known as land at Ford Airfield Ford Arundel West Sussex registered at Land Registry with freehold title absolute under title number WSX 274536 and shown edged blue on the Plan;

Specialist
a person qualified to act as an independent expert or arbitrator in relation to a Dispute having experience in the profession in which he practises of at least ten years immediately preceding the date of referral;

Specification

TBC

Statutory Requirements
requirements deriving from any Acts of Parliament and any instruments, rules, orders, regulations, notices, directions, byelaws, permissions and plans for the time being made under them or deriving validity from them and any rules, regulations, orders, byelaws or code of practice of any local authority or of any statutory undertaker having jurisdiction with regard to the Developer's Works;

Structural Engineer
[∗] or such other person, firm or company (being in the case of an individual a member or fellow of the Association of Consulting Engineers or the Institution of Civil Engineers and in the case of a firm or company at least one of whose partners or directors shall be a member or fellow of such Association or Institution) as may be employed for the purposes of this agreement by the Developer and who shall be approved by the Council;

[**Sub-Contracts**
the contracts entered into or to be entered into between the Building Contractor and the Warranting Sub-Contractors in such terms as shall be approved by the Council;]

Target Date
[∗];

Terrorism Cover
cover against loss or damage to the Developer's Works or any unfixed goods and materials delivered to the Property which are intended for incorporation into the Developer's Works being caused by Act of Terrorism;

Title Documents
the deeds and documents referred to in Schedule 2;

Transfer
the deed of transfer of the Property from the Developer to the Council in the form attached at Appendix [#] [TBC to be added]

Unacceptable Variation
Any Variation which would materially alter the design, layout, nature, size or capacity or the standard of construction of the Development or prejudice the use of the Development or any part of it for the purposes of an educational facility.

VAT
value added tax chargeable under the VAT Act or any equivalent or substituted tax;

VAT Act
the Value Added Tax Act 1994 or any equivalent tax Act;

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Warranting Sub-Contractors
any sub-contractors with a design responsibility for any part of the Developer's Works and any sub-contractors who undertake work on the [substructure, superstructure, asbestos removal, roof coverings, curtain walling, cladding, building services, installations, glazing, lifts and fire protection];

Working Day
any day except Saturday, Sunday and bank or other public holidays in England or Wales and 'Working Days' is to be construed accordingly;

1.2 In this agreement, unless the contrary intention appears, references to:

1.2.1 the **Developer** or the **Council** shall include their respective successors and assigns;

1.2.2 any statute, byelaw, regulation, rule, standard, delegated legislation or order include references to:

(a) that statute, byelaw, regulation, rule, standard, delegated legislation or order as amended or re-enacted or as other statutes modify its application from time to time, and

(b) any subordinate legislation, byelaw, regulation, rule, standard, delegated legislation or order made or to be made thereunder;

1.2.3 clauses or schedules are references to clauses in or schedules to this agreement and references to paragraphs are references to paragraphs in the schedule in which those references are made and references to this agreement include the schedules to this agreement;

1.2.4 the singular include the plural and vice versa;

1.2.5 persons include individuals, companies, firms, partnerships, joint ventures, associations, organisations or trusts (in each case whether or not having separate legal personality) and corporations sole and aggregate, government agencies, committees, department, authorities and other bodies incorporated or unincorporated;

1.2.6 the masculine gender include the feminine and the neuter genders and vice versa.

1.3 The headings shall not affect the interpretation of this agreement.

1.4 Any obligations entered into by more than one person in this agreement are entered into jointly and severally.

1.5 Any obligation on the part of either party not to do any act or thing shall be deemed to include an obligation not to do or permit or suffer such act or thing to be done by any person under its control.

1.6 If any provision in this agreement is held to be illegal, void, invalid or unenforceable for any reason the legality, validity and enforceability of the remainder of this agreement shall not be affected.

1.7 The words **other**, **include**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.8 The words **unreasonably withheld** shall be deemed to be followed by the words "or delayed or refused or proffered subject to unreasonable conditions".

1.9 Any reference to an approval, consent or permission which is required under this agreement shall connote an approval, consent or permission in writing given either under hand or (where the circumstances require) by deed signed or executed by a duly authorised person or persons.

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1.10 Any reference to an approval, consent or permission which is required under the terms of this agreement shall be deemed to be one which shall not be unreasonably withheld except where the relevant provision indicates to the contrary.

1.11 References to this agreement mean this agreement as amended, varied, supplemented, modified or novated from time to time and shall include all schedules and appendices.

1.12 The word **month** means a calendar month.

1.13 Any reference to **writing** shall include typewriting, printing, lithography, photography, telex, facsimile and the printed-out version of a communication by electronic mail and other modes of representing or reproducing words in a legible form other than on a transitory basis and the word **written** shall be construed accordingly and any writing must be on paper, acetate, celluloid or some other durable and easily transportable medium.

1.14 References to an **indemnity** means an indemnity against all actions, claims, demands and proceedings made against the party having the benefit of the indemnity and all costs, expenses, liabilities and losses incurred by that party and **indemnity** and **indemnified** shall be construed in the same way.

1.15 References to a **party** or to **parties** means a party or parties to this agreement.

2. **STANDARD CONDITIONS**

2.1 The Part 1 Conditions as varied pursuant to clause 28 shall be incorporated into this agreement as far as they are applicable to it and are consistent with its terms.

2.2 The Part 2 Conditions are not incorporated into this agreement.

3. **NECESSARY CONSENTS**

3.1 The Developer shall obtain the Necessary Consents (in so far as they remain to be obtained) as quickly as possible after the date of this agreement and shall promptly notify the Council of the outcome of each application in relation to them and shall supply to the Council copies of any documents issued and until the Completion Date shall keep the Necessary Consents valid and unrevoked.

3.2 The Developer shall keep the Council regularly and promptly informed as to progress in obtaining the Necessary Consents.

3.3 The Developer shall not implement any Necessary Consent (save for those already obtained and copies of which have been supplied to the Council or the Council 's Solicitors before the date of this agreement) until it has been approved by the Council (such approval not to be unreasonably withheld or delayed).

3.4 In relation to any approval required from the Council required pursuant to the terms of this agreement the parties hereby agree that such approval from the Council will be deemed to have been given and received by the Developer if the Council have not replied (whether such reply objects, seeks further information or grants approval) to the request for approval on a date being 20 Working Days following the date of receipt by the Council of such request for approval .

4. **BUILDING CONTRACT AND APPOINTMENTS**

4.1 The Developer will take (or in the case of any replacement contractor shall take) all reasonable steps to be satisfied that the Building Contractor has sufficient experience to carry out the Works and is suitable and competent having regard to its responsibilities in relation to the carrying out of the Works, the relevant Building Contract and the CDM Regulations.

4.2 The Developer shall supply a completed copy of the Building Contract to the Council promptly after it has been entered into.

4.3 The Developer shall procure that a certified copy of the Collateral Warranty duly executed by the Building Contractor is delivered to the Council and to the Academy Trust promptly after the making of the Building Contract and that the Building Contractor shall procure that the Building Contractors Supply Chain shall provide a Collateral Warranty in favour of the Council and the Academy Trust promptly after their appointment.

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4.4 As soon as practicable after the date of this agreement the Developer shall seek the approval of the Council (in so far as it has not already obtained it) to the final form of the Building Contract and Appointments and to the respective members of the Construction Team and procure that the Building Contract is entered into by the Building Contractor and that the Appointments are entered into by the respective members of the Design Team and the Employer's Agent.

4.5 As soon as reasonably practicable after the approvals mentioned in clause 4.1 have been obtained the Developer shall commence and thereafter diligently proceed with the carrying out of the Developer's Works.

4.6 The Developer shall comply with its obligations under the Building Contract and the Appointments and use all reasonable endeavours to enforce the terms of the Building Contract and the Appointments and shall use reasonable endeavours to secure the observance and performance by the Building Contractor, the Design Team and the Employer's Agent of the provisions on their respective parts to be observed and performed, none of which provisions shall without the prior approval of the Council be varied or waived or released nor (without the prior approval of the Council) shall any action to secure the compliance with such provisions be discharged, settled or compromised.

4.7 The Developer shall not make any amendment or variation to the Building Contract or the Appointments without the written consent of the Council nor shall the Developer agree to an assignment of the benefit of the Building Contract by the Building Contractor or an assignment of the benefit of the relevant Appointment by a member of the Design Team or the Employer's Agent respectively without the prior written consent of the Council.

4.8 The Developer shall procure that the duly executed and completed Collateral Warranty Deeds to be given by the Construction Team and the deeds of warranty in favour of the Council are unconditionally delivered to the Council promptly following the date on which each of the Building Contract, the Appointments and the Sub-Contracts are completed and together with a certified copy of the Building Contract, the relevant Appointment or Sub-Contract (as the case may be).

4.9 The Developer will not do or omit to do anything that would entitle the Contractor to regard its Building Contract as terminated by breach (except as a result of material breach). The Developer will promptly notify the Council if the Developer believes a Contractor may be intending to rescind its Building Contract

4.10 The Developer shall not terminate the employment of any member of the Construction Team without the consent of the Council provided that, if the employment of any member of the Construction Team is terminated, the Developer shall forthwith, or as soon as the Developer is informed of it (in the case of the termination of a Sub-Contract), give notice in writing to the Council of such event and, as soon as reasonably practicable, appoint or employ or procure the appointment of a substitute (as appropriate) to be approved by the Council, provided that on his appointment the Developer shall have procured that the substitute has entered into:

4.10.1 a deed of warranty with the Council substantially in the form of the relevant agreed draft annexed as appropriate;

and the terms of any new building contract or deed of appointment (as the case may be) shall also be approved by the Council which approval shall be at the discretion of the Council where the relevant document imposes lesser obligations upon the building contractor or professional or sub-contractor than those as are imposed by the Building Contract or Appointment or Sub-Contract of the relevant member of the Construction Team or is not entered into as a deed or where the PI Requirements are not satisfied.

5. THIRD PARTY RIGHTS AND SERVICES

5.1 The Developer shall, with the prior approval of the Council , but at the Developer's cost enter into such agreements relating to rights of light and other easements and party structures and pay such compensation as may be necessary to carry out the Developer's Works lawfully.

5.2 The Developer shall, with the Council 's prior approval, negotiate such agreements with statutory undertakers and others as may be required to secure for the Development all

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Services required and the diversion in a satisfactory manner of all Services which are located in a position which would interfere with the Developer's Works.

6. DEVELOPER'S WORKS

6.1 The Developer shall use reasonable endeavours to procure that the Developer's Works are carried out and completed at its own cost (save for any costs as per clause 7.3) by the Target Date:

6.1.1 in a diligent, good and workmanlike manner and in accordance with good design practice;

6.1.2 using the materials specified in the Drawings and/or the Building Contract (with such variations as may be approved by the Council in accordance with the provisions of this agreement and (where applicable) and where none are specified using good quality and suitable materials;

6.1.3 without using any Deleterious Materials;

6.1.4 in such a manner that the rights of owners or occupiers of any adjoining or neighbouring property are not infringed;

6.1.5 in accordance with the Drawings;

6.1.6 in accordance with is Agreement

6.1.7 in compliance with the Necessary Consents;

6.1.8 in compliance with the Building Contract;

6.1.9 in compliance with all Statutory Requirements and all other statutory provisions and every applicable instrument, order, direction, regulation, byelaw, local act, permission, licence and consent;

6.1.10 in accordance with all relevant British Standards, Institution Standards and Codes of Practice and WSCC Design Guides;

6.1.11 diligently and expeditiously and in accordance with the Programme so that the Date of Practical Completion is achieved by the Target Date ;

6.1.12 in compliance with the CDM Regulations;

6.1.13 in compliance with the Construction Phase Plan;

6.1.14 in compliance with the Planning Agreements;

6.1.15 so that (excepting only the Off Site Works) all of the Developer's Works are within the Property;

6.1.16 without infringement of any rights, reservations, covenants, restrictions or stipulations binding upon or affecting the Property;

6.1.17 in accordance with the Joint Fire Code;

6.1.18 in accordance with all relevant "Guidance Notes" published by the Health and Safety Executive and the guidelines and specifications for safe working published by the National Joint Utilities Group and National Grid plc.

6.2 The Developer shall:

6.2.1 take such steps as are necessary to divert all Services in, under or above the Property or any adjoining or neighbouring property which need to be diverted as a result of the Developer's Works;

6.2.2 install all Services to the Property which are required as part of the Developer's Works and ensure that the same connect directly to the mains without crossing land not within the Property unless appropriate legal easements (approved by the Council) are obtained;

6.2.3 serve such notices and enter into such arrangements (approved by the Council) with statutory undertakers or other companies as may be necessary to so install the Services.

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6.3 The Developer shall at its own expense procure the carrying out and completion of any all landscaping, seeding and planting works comprised in the Developer's Works by not later than the end of the planting season prior to the Date of Practical Completion and otherwise in accordance with the Building Contract.

6.4 The Developer shall observe and perform the obligations on its part or on the part of the owner of the Property arising in connection with the Planning Agreements including the making of any requisite payments and the giving of any bond or other security.

6.5 In carrying out the Developer's Works the Developer shall comply with any agreements, deeds, documents, rights, easements, exceptions, reservations and covenants (restrictive or otherwise) affecting the title to the Property and binding on or directly or indirectly enforceable against any owner or occupier of the Property and of all other agreements, deeds or documents affecting the Property or the title to it including the Title Documents.

6.6 The Developer shall, in carrying out the Developer's Works, take all such precautions as shall be reasonably practicable and necessary to avoid nuisance, annoyance, inconvenience, injury, loss or danger to or interference with the public or any owners or occupiers of adjoining or neighbouring property or any other persons.

6.7 The Developer shall not permit or suffer use of the Property for any illegal purpose.

6.8 The Developer shall not permit or allow

6.8.1 any encroachment or easement to be made or acquired in or against the Property; or

6.8.2 any claim for Common Land or Town and Village Green registration to be made or acquired in or against the Property; or

during the carrying out of the Developer's Works and shall notify the Council immediately upon becoming aware of any such encroachment or easement or any such claim for Common Land or Town and Village Green registration being made or attempted.

6.9 The Developer may at its own expense (with the prior written consent of the Council) substitute other materials for those mentioned in the Drawings (and subject always to any substitution being in accordance with the terms of this Agreement) where the materials mentioned are in short supply or otherwise not readily available, provided that such alternative materials are equal to or superior in quality and suitability and of substantially the same appearance (in so far as they will be visible after incorporation into the Developer's Works) to the materials which they replace.

6.10 As soon as the variation is apparent the Developer shall supply a copy of any proposed variations to the Programme or the Construction Phase Plan and full information to the Council for approval.

6.11 The Developer shall give to the Council and the Council 's Surveyor ten Working Days' notice of the date upon which it is intended to commence the Developer's Works and procure that the Council and the Council 's Surveyor shall be kept informed of the progress of the Developer's Works and of any delays to the Programme and give to the Council and the Council 's Surveyor full details and all required information about the delay in writing of the causes of any delay.

6.12 The Developer shall use reasonable endeavours to procure that the Developer's Works are completed by the Target Date.

6.13 The Target Date shall be extended by such periods as the Employer's Agent shall certify by reason of the happening of any Relevant Event or Force Majeure but if the Developer's Works shall not be completed by the Longstop Date then the provisions of clause shall apply.

6.14 The Developer shall obtain the prior written consent of the Council in respect of all matters to be approved by the Planning Authority pursuant to the terms of the Planning Permission.

6.15 The Developer shall at all times retain the Employer's Agent to receive and issue applications, consents, instructions, notices, requests or statements under the terms of the Building Contract, and this agreement and to give the Certificates.

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6.16 The Developer shall balance, test and commission any lifts, heating and other plant and machinery or mechanical and electrical engineering equipment comprised in the Developer's Works to the reasonable satisfaction of the Council.

7. VARIATIONS

7.1 The Developer may, in consultation with the Council make Permitted Variations (save that the Developer must inform the Council of any such Permitted Variations) or otherwise the Developer may (subject to there being no material effect to the Programme) and subject to first obtaining the approval of the Council (such approval not to be unreasonably withheld or delayed), make changes to the Approved Scheme

7.2 Without prejudice to the forgoing the Developer shall not be permitted to make any Unacceptable Variation without the approval of the Council Technical Advisor (at the Council's absolute discretion).

7.3 The Council may (subject to there being no effect to the build programme), after consultation with the Developer, make a request in writing to vary the Approved Documents and the Developer shall, provided that the Council shall first agree in writing to pay the costs of any such variation as calculated in accordance with the provisions of the Building Contract within 20 Working Days of any invoice for such increased costs incurred being provided to the Council, procure that any such variation is implemented as a variation under the Building Contract.

8. SITE MEETINGS AND INSPECTION

8.1 The Developer shall:

8.1.1 hold or procure that there are held site and Project meetings (which for the avoidance of doubt shall include a meeting with the Building Contractor following the appointment of the Building Contractor but before the commencement of the Developer's Works) at appropriate intervals;

8.1.2 procure that the Council shall be invited with at least 5 Working Days prior notice to attend all such meetings and that the Council receives copies of the minutes of the meetings without delay and without the need for the Council to request them;

8.1.3 procure that the Council and the Council's Technical Advisor shall be entitled at all reasonable times during normal working hours, upon giving reasonable prior notice to the Employer's Agent, to inspect the Developer's Works and all materials used, subject to the Council and the Council 's Surveyor complying with the Building Contractor's reporting and safety procedures at the Property.

8.1.4 procure that all reasonable representations made by the Council or the Council's Technical Advisor that comply with the terms of this Agreement are promptly dealt with or are duly considered and, if considered appropriate by the Developer, acted upon.

8.1.5 The Developer will ensure that any party issuing a certificate of defects pursuant to the Building Contract gives at least 5 Working Days' notice to the Council's Technical Advisor of its intention to prepare a schedule of all defects shrinkage or other faults in all or any part of the Works to be carried out in the last calendar month before the end of the Defects Correction Period.

8.1.6 The Developer will ensure that the Contractor's obligations to remedy defects during the Defects Correction Period are enforced and that all such defects are remedied promptly. The Developer shall ensure that the Employer's Agent (or other representative if appropriate) gives a copy of the certificate of completion of making good defects issued pursuant to each Building Contract to the Council promptly after its issue.

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8.1.7 The Developer shall regularly inspect or procure the inspection of the Development and procure that any defects, shrinkages or other faults in the Works and ancillary works that appear during the carrying out of the Development are promptly remedied.

8.2 The Developer shall procure that the Council and the Council 's Technical Advisor shall (if it is reasonable to do so) be entitled to require the appropriate member of the Design Team or the Employer's Agent to arrange for the Building Contractor to take any samples and make any tests which the Council reasonably considers appropriate in respect of the Developer's Works (any proposed opening up to be considered in accordance with the criteria set out in schedule 4 JCT DB [2011] [2016]) and the Council and the Council 's Technical Advisor shall be entitled to attend the making of all such tests provided that:

8.2.1 where the results of such testing indicate that the Developer has failed to perform its obligations under this agreement, the Developer shall at its own expense carry out any works or do any other thing which is necessary to secure the proper performance of its obligations without delay;

8.2.2 where the results of such testing indicate that the Developer has not failed to perform its obligations under this agreement, the Council shall pay the cost of taking such samples and making such tests and shall make good to the Developer any additional loss or expense occasioned.

8.3 The Developer shall procure that there are handed to the Council at the first site meeting fully-dimensioned drawings in respect of the Developer's Works such drawings to be of the scale of 1:100 or 1:50.

8.4 The Developer shall procure that the Council 's Surveyor is given at least three Working Days' notice of all commissioning tests of plant and systems and shall permit the Council 's Technical Advisor to attend the same.

9. **NOTIFICATION**

9.1 The Developer shall procure that:

9.1.1 the Council and the Council 's Technical Advisor shall be given no fewer than ten weeks' prior written notice of the expected Date of Practical Completion;

9.1.2 at least ten Working Days before the Employer's Agent proposes to issue any of the Certificates, he shall notify the Council and the Council 's Technical Advisor in writing of his proposal to issue the same and permit the Council to accompany the Employer's Agent in an inspection of the Developer's Works so that the Council 's views about the content of any list of Defects or outstanding matters or any snagging list which the Employer's Agent proposes to issue and/or whether or not such Certificate shall be issued on the intended date may be considered by the Employer's Agent.

9.1.3 without fettering the discretion of the [Employer's Agent] in carrying out its duties under the Building Contract, the Employer's Agent takes proper consideration of any representations that are made by the Council's Technical Advisor when considering whether to issue the Certificate of Completion in accordance with the terms of the Building Contract.

9.2 Upon the proposed date in respect of the issue of any Certificate the Employer's Agent shall be required by the Developer either to issue the Certificate or inform the Developer and the Council of any items which require to be remedied or works which require to be carried out before the Certificate can be issued.

9.3 If the Employer's Agent notifies the Developer and the Council of any items which remain to be remedied or works which require to be carried out pursuant to clause 9.2, the Employer's Agent shall at the same time give notice of the date upon which he shall carry out a further inspection for the purpose of issuing the relevant Certificate and such procedure and the procedures specified in clauses 9.1 and 9.2 shall be repeated in full until the relevant Certificate may be and is actually issued by the Employer's Agent.

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9.4 Immediately following the issue of any Certificate the Developer shall cause the Employer's Agent to issue certified copies of the same to the Council and the Council 's Technical Advisor.

10. **INSURANCE**

10.1 The Developer shall insure the Developer's Works and any unfixed goods and materials delivered to the Property which are intended for incorporation into the Developer's Works in accordance with Insurance Option B of JCT DB 2016 or procure that the Building Contractor maintains insurance of the Developer's Works until the Date of Practical Completion in accordance with Insurance Option A of JCT DB 2016 such insurance to be on an All Risks Insurance Basis to the full reinstatement value of the Developer's Works including Terrorism Cover for so long as it is available.

10.2 The Developer shall pay or procure the payment of all premiums and other monies necessary to effect and maintain all insurances referred to in this clause 10 and shall produce to the Council (if demanded) copies or other suitable details of any policy or policies of insurance referred to in this agreement and of the receipt or receipts for the then current year's premium.

10.3 The Developer shall procure that the Building Contractor maintains cover until the Date of Practical Completion in respect of injury to persons or damage to property pursuant to clause 6.4.1 and clause 6.5.1 JCT DB 2016 at the greater amount of

10.3.1 with a minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event of £5,000,000.; or

10.3.2 for an amount not less than that stated n the Building Contract

10.4 the insurance cover must be maintained for a minimum of 6 years following the Practical Completion Date

10.5 In the event of damage or destruction (whether or not caused by any insured risk) before the Date of Practical Completion, the Developer shall (subject to all Necessary Consents being obtained and all necessary labour and materials being available which the Developer shall use reasonable endeavours to procure with all due expedition) procure that the relevant damage or destruction is made good as soon as is reasonably practicable in a good and substantial manner in accordance with the provisions of this agreement and the Agreements for Lease and Further Agreements (to the reasonable satisfaction of the Council 's Surveyor) and in case insurance proceeds and ex gratia payments shall be insufficient for that purpose the Developer (as between the Developer and the Council) shall make up any deficiency out of its own money and (without prejudice to the generality of the foregoing) the Developer shall procure the commencement of the rebuilding and/or reinstatement or repair of the Developer's Works as soon as practicable from the date of destruction or damage (subject to all Necessary Consents being obtained) and shall not cease (subject to the provisions of the Building Contract) such rebuilding or reinstatement until the Developer's Works are rebuilt and reinstated in accordance with the provisions of this agreement and the Developer shall not give notice of termination pursuant to clause 6.11.2.2 JCT DB 2016. [*Remove depending on circumstances at the time -whilst the works of replacement and reinstatement are underway the Developer shall provide temporary accommodation for the Academy Trust in onsite or offsite temporary accommodation*]

10.6 The Developer shall cause the Buildings to be insured with effect from the Date of Practical Completion until the Actual Completion of the transfer.

10.7 It is agreed that the risk of damage to or loss or destruction of the Developer's Works shall pass to the Council only on Actual Completion.

11. **INDEMNITY**

11.1 The Developer shall indemnify the Council in respect of any liability for the following matters:

11.1.1 death or personal injury to any person arising out of the carrying out of the Developer's Works;

11.1.2 injury or damage to any property, real or personal, other than the Developer's Works in so far as such injury or damage arises out of the carrying out of the Developer's Works and to the extent that the same is due to any negligence, breach of any Statutory Requirement or default of the Developer, the Building Contractor or any sub-contractor;

11.1.3 any liability in respect of, and any fees or charges or payments legally demandable or due under, any Statutory Requirement or Planning Agreements;

11.1.4 the infringement of the rights of any third party in connection with the Property.

12. **SITE MANAGEMENT**

12.1 The Developer shall ensure that during the carrying out of the Developer's Works and in the rectification of Defects:

12.1.1 hoardings are erected around the Property or the relevant part or parts of the Property in a secure manner and that all reasonable safety and other measures (including adequate lighting) are taken to prevent damage and injury;

12.1.2 no material or equipment is brought on the Property except that required for the Developer's Works or the rectification of Defects;

12.1.3 all material stored on the Property is kept in a secure compound and adequately protected;

12.1.4 all surplus material is removed from the Property when it is no longer required;

12.1.5 there is no excavation of the Property or extraction of soil or minerals except as required for the Developer's Works;

12.1.6 proper precautions are taken for the safety of all personnel upon or in the vicinity of the Property;

12.1.7 proper provision is made for the support of land and buildings adjoining the Property and for the protection of all Services;

12.1.8 as often as may be necessary any adjoining highways, roads or pavements are cleansed;

12.1.9 proper wheel-washing and plant and machinery cleaning facilities are provided at the Property so as to minimize the amount of mud, debris and other materials being deposited upon any adjoining highways, roads or pavements or becoming airborne;

12.1.10 any flora and fauna which are subject to conservation and which may be affected by the Developer's Works are relocated to a suitable environment; and

12.1.11 the Property is at all times secured as fully as may be reasonably practicable against unauthorised entry.

12.2 The Developer shall procure that any damage caused to adjoining or neighbouring land, roads, surfaces, shrubs, plants or landscaping by the Developer, the Building Contractor or other persons involved in the Project is made good at no cost to the Council .

13. **CDM REGULATIONS**

13.1 The Developer and the Council agree that the Developer shall assume the obligations of the client for the purposes of the CDM Regulations and shall ensure that the execution of all works comply with the CDM Regulations.

13.2 Before commencement of the Works, the Developer shall ensure that the Works are properly notified to the Health and Safety Executive in accordance with the CDM Regulations and shall give the Council a copy of the notification and any acknowledgement from the Health and Safety Executive.

13.3 The Developer shall use all reasonable endeavours to ensure that the Principal Designer and Building Contractor (as principal contractor and contractor) each comply with their respective obligations under the CDM Regulations.

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13.4 The Developer shall ensure that the Principal Designer and Building Contractor are both promptly:

13.4.1 supplied with all relevant information required under the CDM Regulations; and

13.4.2 notified of any changes relating to the Development which may have any effect on their responsibilities or duties under the CDM Regulations.

13.5 The Developer shall:

13.5.1 ensure that the Building Contractor prepares the Construction Phase Plan;

13.5.2 not allow the construction phase of the Works to commence until the Construction Phase Plan is prepared;

13.5.3 not allow the construction phase of the Works to commence until the Site Welfare Facilities are in place; and

13.5.4 ensure that the Health and Safety File is prepared by the Principal Designer and is maintained correctly and is available for inspection in accordance with the CDM Regulations.

13.6 The Developer shall indemnify and keep the Council indemnified against liability for any breach of the Developer's obligations under or in connection with this clause 7.

13.7 In the course of carrying out such obligations the Developer shall:

13.7.1 give notice to the Health and Safety Executive in accordance with regulations 6(2) and 6(3) CDM Regulations or to the Office for Nuclear Regulation in accordance with regulation 6(5) as the case may be;

13.7.2 appoint a CDM Principal Designer and a Principal Contractor in respect of the Developer's Works.

14. PRODUCTION OF NOTICES

The Developer shall, within three Working Days of receipt, produce to the Council any and every order, direction, requisition, permission, notice or other matter of whatever nature affecting or likely to affect the Property or the Developer's Works or any part of them served on the Developer by any competent authority or given by the Developer before the Date of Practical Completion.

15. DEFECTS

15.1 During the Rectification Period the Employers Agent shall inspect or procure such inspections of the Works as are reasonably necessary or appropriate to identify any defects, shrinkages or other faults in the Works

15.2 The Employers Agent in collaboration with the Council's Technical Advisor and or Premises Manager shall prepare a list of all Defects in the Works (incorporating any defects, shrinkages or other faults in the Works and give it to the Contractor within the time limits specified by the Building Contact.

15.3 The Developer shall use reasonable endeavours to procure that the Building Contractor remedies and makes good without delay any Defects and other faults in the Developer's Works, for which the Building Contractor is responsible under the Building Contract, appearing within the Rectification Period and, if the Developer fails to procure that the Building Contractor carries out such works within a reasonable period of time, the Developer shall carry them out promptly at its own cost and the Developer shall, at its own expense as soon as reasonably practicable after the Date of Practical Completion, procure that any Defects or works which are outstanding at the Date of Practical Completion are made good or completed (as the case may be).

15.4 Following the remedy of such issues as described in clause 15.3 above the Developer shall use reasonable endeavours to procure the issue of all relevant certificates of making good defects in accordance with the terms of the Building Contract and that the Contractor provides a copy of all such certificates to the Council promptly following their issue.

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15.5 After Actual Completion the Council shall permit the Developer and the Building Contractor to enter the Property as licensee to rectify Defects or carry out outstanding works (subject to the Developer and/or Building Contractor complying with any requirements for access in the Agreements for Lease, any Further Agreements or Leases or reasonably imposed by the Council).

16. **PLANT AND RUBBISH**

The Developer shall before the Date of Practical Completion cause to be cleared and removed from the Property all constructional plant, material, rubbish and temporary works of every kind and shall make good any damage resulting from such removal at its own expense without delay at times approved by the Council and leave the Property clean and tidy.

17. **INTELLECTUAL PROPERTY**

17.1 The Developer grants (or to the extent that ownership of the Intellectual Property is vested in a third party shall procure that there is granted) to the Council before the Date of Practical Completion an irrevocable, royalty-free, non-exclusive licence to use all the Intellectual Property for any purposes:

17.1.1 in connection with the Council 's rights and obligations under this agreement;

17.1.2 where necessary for the Council to prevent, address, alleviate or comply with (as applicable) a Statutory Requirement relating to the Developer's Works;

17.1.3 in connection with the maintenance, reinstatement or repair of the Property

17.2 Such licence shall include the right to grant sub-licences and shall be freely assignable by the Council and no copyright in respect of or lien upon any Design Data shall be claimed by the Developer against the Council .

18. **DEDUCTION SCHEME**

The Developer shall (to the extent that it is required by law to do so) and shall procure that the Building Contractor shall operate the deduction scheme for sub-contractors contained in Part 3 Finance Act 2004.

19. **COMPLETION DOCUMENTS AND COMPLETION ITEMS**

19.1 On the Date of Practical Completion the Developer shall supply to the Council:

19.1.1 the originals of the Necessary Consents and any Planning Agreements (save where they relate to the Property and other land or properties when certified copies shall be supplied) and the Certificate of Practical Completion;

19.1.2 four sets of as-built architectural plans, sections and elevations, structural drawings and foundation drawings and Services drawings in respect of the completed Developer's Works in both paper format and digital format including CAD/BIM models as appropriate;

19.1.3 two sets of the operating and maintenance manuals and manufacturers' warranties and guarantees (written in English) in relation to all aspects of the building, plant and equipment installed in the Property and a landscape maintenance plan and where originals are not available the Developer shall supply certified copies;

19.1.4 test certificates for all lifts, heating and other equipment (if any) installed in the Development and a schedule listing the names and addresses of all contractors, sub-contractors and suppliers and of any guarantees, warranties, service agreements and other relevant agreements or undertakings.

19.2 On the Date of Actual Completion the Developer shall provide the Health and Safety File and shall assign the benefit of the Agreements for Lease and Further Agreements to the Council and the benefit of any defective title or restrictive covenant indemnity policy by a deed of assignment in terms reasonably specified by the Council.

19.3 The Developer shall on or before the Practical Completion Date deliver to the Council:

19.3.1 three sets of keys;

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19.3.2 all operating and maintenance manuals required under the Building Contract;

19.3.3 originals of all warranties, guarantees and certificates or other documents then available in respect of plant, equipment and fittings installed in the Works; and

19.3.4 a copy of the original notice of passing of plans under the Building Regulations and confirmation from the relevant authority that all conditions under the Building Regulations have been complied with.

19.4

20. **REPAIR**

On and from the Date of Practical Completion and until Actual Completion, the Developer shall put and keep the Developer's Works in good repair, order and condition and keep them fully secure .

21. **AGREEMENT FOR SALE**

21.1 The Developer shall sell and the Council shall buy the Property at the Purchase Price.

22. **COMPLETION**

22.1 Completion of the sale and purchase and payment by Electronic Payment of the balance of the Purchase Price and of VAT on the Purchase Price shall take place on the Completion Date at the offices of the Developer's Solicitors or where they may direct in England or Wales.

23. **TITLE GUARANTEE**

23.1 The Developer sells with full title guarantee.

23.2 The covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be varied as follows and the Transfer shall contain the following declarations:

23.2.1 the Transferor shall not be liable under any of the covenants set out in sections 2(1)(a) and 3 in respect of any matters now recorded in all registers open to or capable of public inspection, which matters are to be considered within the actual knowledge of the Transferee;

23.2.2 the words "his own cost" shall be deleted from section 2(1)(b) and replaced with the words "the cost of the person to whom he disposes of the Property";

23.2.3 the words "since the last disposition for value" shall be deleted from the covenant set out in section 3(3) and the words "since he became entitled to transfer the property" substituted for them in both places where those words occur.

24. **POSSESSION**

The Property is sold with vacant possession on Actual Completion.

25. **INCUMBRANCES AND TRANSFER**

25.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the Title Documents [and the property[, proprietorship] and charges registers of title number (save for the restrictions noted in the Proprietorship Register and the charges affecting the Charges Register to the Land Registry title to the Property) [•]] as at [•] being the date of the official copy of the register or on which the Title Documents were supplied to the Council or the Council 's Solicitors and the Council is deemed to purchase with full notice and knowledge of such matters and shall not raise any requisition or enquiry or make any objection in relation to them.

25.2 The transfer of the Property by the Developer to the Council will be in the form of the Transfer.

26. **MATTERS AFFECTING THE PROPERTY**

26.1 The Property is sold subject to (and where appropriate with the benefit of) the following matters:

26.1.1 all local land charges (other than financial charges) whether or not registered before the date of this agreement and all matters capable of registration as local land charges whether or not actually so registered;

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26.1.2 all notices served and orders, demands, proposals or requirements made by any local, public or other competent authority whether before or after the date of this agreement;

26.1.3 all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under any Statutory Requirements relating to town and country planning, the environment or highways;

26.1.4 all easements, quasi-easements, rights, exceptions or wayleaves affecting the Property;

26.1.5 any unregistered interests which fall within any of the paragraphs of Schedule 1 or Schedule 3 of the 2002 Act or within section 11(4)(c) of the 2002 Act (other than leases and rights of occupation);

26.1.6 such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the 2002 Act; and

26.2 The Property is sold subject to any matters disclosed by the Council 's searches or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this agreement.

27. **REPRESENTATIONS**

The Council admits that it enters into this agreement solely as a result of its own inspection and on the basis of the terms of this agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Developer (save for any representation or warranty contained in written replies given by the Developer's Solicitors to any preliminary enquiries raised by the Council or the Council 's Solicitors).

28. **VARIATION OF THE STANDARD CONDITIONS**

28.1 The Part 1 Conditions are incorporated in this agreement so far as they:

28.1.1 apply to a sale by private treaty;

28.1.2 relate to freehold property;

28.1.3 are not consistent with the other clauses in this agreement;

28.1.4 have not been modified or excluded by any of the other clauses in this agreement.

28.2 The Part 2 Conditions are not incorporated into this agreement.

28.3 The Part 1 Conditions shall be varied as follows for the purposes of this agreement:

28.3.1 in Standard Condition 1.1.1(e) the "contract rate" shall be the Contract Rate;

28.3.2 at the end of Standard Condition 1.1.3(b) the following words shall be added: "or if the seller produces reasonable evidence that this is the case";

28.3.3 Standard Conditions 1.3, 3.2, 4.1.1, 4.1.2, 4.1.3, [5,] 7.1, 7.2, [7.3.1,] 7.4.2, 7.6.2, 7.6.3, 8 and 9.2.1 shall not apply to this agreement.

28.3.4 reference to the "purchase price" shall include the Purchase Price and any other sums payable to the Developer on Actual Completion under this agreement;

28.3.5 the introductory wording to Standard Condition 10.1 is varied to read: "If any plan or statement in the contract or in written replies which the seller's solicitors have given to any written enquiry raised by the buyer's solicitors before the date of this agreement is or was misleading or inaccurate due to an error or omission the remedies available are as follows";

28.3.6 Standard Condition 5.2.7(a) shall be varied by adding the words: "or delay" after the word "withhold";

28.3.7 Standard Condition 5.2.8 shall be replaced by the following wording: "The buyer is to indemnify the seller against any breach of condition 5.2.7."

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29. **RESTRICTIONS ON ASSIGNMENT**

29.1 The Council shall be entitled to assign the benefit of this Agreement to any statutory successor only.

29.2 The Developer may not assign or charge this Agreement or any benefit under it without the assignee or charge entering into a deed of adherence with the Council (in such form as the parties may reasonably agree).

29.3 The Developer shall not be required to transfer the Property other than as a whole to the Council at the Purchase Price or by more than one transfer.

30. **VAT**

30.1 Unless the sale and purchase of the Property is an Excluded Transfer the Purchase Price and any other consideration payable by the Council under this agreement are exclusive of VAT and where properly chargeable VAT shall be added to such sums and shall be payable by the Council .

30.2 The Developer shall issue the Council with a VAT invoice containing the information prescribed by the VAT Act or in regulations made under it immediately upon the payment of any VAT due under this agreement or within such earlier time as may be required by law.

30.3 The Developer and the Council intend that the sale of the Property under this agreement should be an Excluded Transfer and the following provisions shall therefore apply:

30.3.1 the Developer warrants to the Council that:

(a) it is or will [at the Date of Actual Completion] be registered as a taxable person for the purposes of VAT and if so registered at the date of this agreement, it is registered with VAT registration number [•] and will remain so registered until the Date of Actual Completion;

(b) it has validly made an Option to Tax;

(c) it has not validly revoked the Option to Tax and will not do so before the Date of Actual Completion;

(d) it will provide the Council with evidence of having complied with the conditions in clauses 30.3.1(a) and 30.3.1(b) before the Date of Actual Completion;

30.3.2 the Council warrants and undertakes to the Developer that:

(a) it is or will [at the Date of Actual Completion] be registered as a taxable person for the purposes of VAT and if so registered at the date of this agreement it is registered with VAT registration number [•] and will remain so registered until the Date of Actual Completion;

(b) it has validly made or will before the [Date of Actual Completion] make an Option to Tax which will have effect on the [Date of Actual Completion];

(c) its Option to Tax has been, or will before the [Date of Actual completion] be notified in writing to HM Revenue and Customs;

(d) it will not revoke its Option to Tax before the Date of Actual Completion or within three months after the Date of Actual Completion;

(e) it will provide the Developer with evidence of having complied with the conditions in clauses 30.3.2(a), 30.3.2(b) and 30.3.2(c), before the [Date of Actual Completion]; and

(f) Article 5(2B) Value Added Tax (Special Provisions) Order 199567 does not, and will not at the date of Actual Completion, apply to the Council.

30.4 If HM Revenue and Customs determines after the Date of Actual Completion that the sale of the Property under this agreement was not an Excluded Transfer:

30.4.1 the Developer shall notify the Council within 14 days of receiving notice of the determination;

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30.4.2 the Council shall pay the relevant amount of VAT to the Developer within five Working Days of receiving the notice and the Developer shall issue a tax invoice in accordance with clause 30.2;

30.4.3 where HM Revenue and Customs determines that the sale of the Property under this agreement was not an Excluded Transfer as a result of a breach of the Council 's warranties in clause 30.3.2, the Council shall indemnify the Developer against any interest and/or penalty assessed by HM Revenue and Customs as a consequence of the Developer's failure to charge VAT on the Purchase Price; and

30.4.4 if the Developer or the Council successfully appeals against the determination of HM Revenue and Customs the Developer shall repay to the Council any VAT Council repaid to the Developer by HM Revenue and Customs within five Working Days of its receipt.

30.5 If any amount is paid by the Council to the Developer in respect of VAT which is not properly chargeable:

30.5.1 if the prescribed VAT accounting period of the Developer in which the VAT was charged has not yet ended the Developer shall repay such VAT promptly to the Council; and

30.5.2 if the prescribed VAT accounting period of the Developer in which the VAT was charged has ended the Developer shall use reasonable endeavours at the Council 's expense to obtain credit or repayment of such VAT as soon as possible and shall pay the Council the amount received as soon as practicable after receiving any credit or repayment.

31. **COMPLETION DATE**

31.1 Completion of the sale and purchase of the Property shall take place on the Completion Date at the offices of the Developer's Solicitors

31.2 On the Completion Date the Council shall pay to the Developer the balance of the Purchase Price together with any other sums due to the Developer under this agreement on Actual Completion by Electronic Payment.

31.3 The Transfer shall be executed in duplicate by each of the parties to this agreement and as soon as reasonably practicable after the Date of Actual Completion the Council shall deliver to the Developer a duly executed duplicate Transfer.

31.4 The Council shall not be entitled to note this agreement against the Developer's title other than by virtue of a unilateral notice and shall not without the consent of the Developer send

31.5 If completion of the sale and purchase of the Property is delayed beyond 2.00 pm on the Completion Date and this is not due to the act or default of the Developer then without prejudice to any other rights of the Developer:

31.5.1 the Council shall pay interest on the balance of the Purchase Price and on any other sums due to the Developer under this agreement on Actual Completion at the Contract Rate from and including the Completion Date to and including:

(a) the Date of Actual Completion or the following Working Day if Actual Completion takes place after 2.00 pm on such date; or

(b) if applicable the date of determination of this agreement whether by rescission or otherwise;

and interest at the Contract Rate shall accrue and be calculated on a daily basis, both before and after any judgment and shall be compounded quarterly;

31.5.2 the Developer shall in every case be entitled in respect of the same period of time both to be paid interest and to enjoy the income from the Property; and

31.5.3 the Council shall pay the Developer's Solicitors' costs including VAT for preparing and serving any notice to complete on the Council .

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31.6 The Council shall use reasonable endeavours to register the Transfer at HM Land Registry as soon as reasonably practicable after the Date of Actual Completion and on completion of the registration the Council shall provide to the Developer official copies of the register entries showing the Council registered as the proprietor of the Property.

31.7 The Developer shall use its best endeavours to assist the Council with requisitions raised by the Land Registry in respect of the application at Clause 31.6.

31.8 The Developer on completion of the Transfer shall provide:

31.8.1 Consent to the disposition from the Developer and any mortgage lender as required by the Land Registry to overreach any Restrictions and or Charges affecting the Title to allow the Council to register the Transfer; and

31.8.2 Form RX4 or a certificate in relation to the removal of any restriction on its title to the Property to ensure that the new Land Registry title created by the registration of the Transfer is not burdened by any restrictions registered against the title to the Property at the date of this Agreement.

32. DEFAULT AND INSOLVENCY

32.1 .Where an Event of Default occurs the Council shall be entitled but not obliged to serve notice to determine this agreement.

32.2 For the avoidance of doubt the Developer shall not be entitled to terminate this agreement if the Council commits an Event of Default

32.3 Where there is an Event of Insolvency in relation to the Developer the Council shall be entitled but not obliged to serve notice to determine this agreement

33. EFFECT OF TERMINATION

33.1 Any termination of this agreement shall be without prejudice to the rights of one party in relation to antecedent breaches by another party.

33.2 The Council shall, within ten Working Days of the termination or rescission of this agreement, apply for the cancellation of all cautions, notices and other entries and registrations made by or on behalf of the Council to protect this agreement and the interest of the Council in the Property including those made at HM Land Registry or the Land Charges Department of HM Land Registry and the Council shall ensure that the Council 's Solicitors provide certified copies of all such applications to the Developer's Solicitors.

33.3 This clause 33 shall continue to apply after any rescission or termination of this agreement.

34. COMMUNICATIONS

34.1 Any Communication given under this agreement shall be in writing and signed by or on behalf of the party giving it.

34.2 Any Communication or document to be given or delivered under this agreement shall be given by delivering it by hand or sending it by pre-paid first class post or other next Working Day delivery service to the address and for the attention of the relevant party as follows:

34.2.1 to the Council at:

[address]

marked for the attention of: [•] [name/position]

or at the Council 's Solicitors quoting the reference [•].

34.2.2 to the Developer at:

[address]

marked for the attention of: [•][name/position]

or at the Developer's Solicitors quoting the reference [•].

34.3 Any such Communication or document will be deemed to have been received:

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34.3.1 If delivered by hand, at the time of delivery provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 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 9.00 am on the next Working Day;

34.3.2 in the case of pre-paid first class post or other next Working Day delivery service at 9.00 am on the second Working day after posting; and

34.3.3 in proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the Communication or document was properly addressed and posted as a prepaid first class letter or by another next Working Day delivery service as the case may be.

34.4 A Communication or document delivered under this agreement will not be validly given or delivered if sent by fax or e-mail.

35. **DURATION**

All provisions of this agreement shall remain in force to the extent that and so long as they remain to be performed or observed.

36. **RELATIONSHIP OF PARTIES**

36.1 This agreement does not create nor shall it in any circumstances be taken as having created a partnership or joint venture between the parties.

36.2 The Developer is not and shall not at any time hold itself out as the agent of the Council for any purposes and under no circumstances shall the Developer have the authority to bind the Council or hold itself out to the public, the Building Contractor or any member of the Design Team as having such authority.

36.3 All contracts and agreements entered into by the Developer pursuant to this agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Council shall have no obligation or liability under them.

37. **WAIVER**

No failure or delay by any party to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of it or some other right, power or remedy.

38. **CAPITAL ALLOWANCES**

During the course of the Developer's Works and after the Date of Practical Completion the Developer shall supply to the Council such information as the Council may reasonably require (and the Council shall notify the Developer of its requirements in writing as soon as practicable after the date of this agreement) and shall provide the Council with such other assistance as it may reasonably require (including the making of any elections and the giving of any notices that may be reasonably requested by the Council) so as to enable the Council to claim capital allowances on plant and machinery comprised in the Development or any other tax allowances available and the Developer shall not make any claim for capital allowances or any similar allowance in addition to or in substitution for them.

39. **DISPUTES**

39.1 Either the Developer or the Council shall be entitled to give a Dispute Notice.

39.2 If the parties do not agree upon the type of Specialist or the identity of the Specialist, the question may be referred by either party to the president of the Royal Institution of Chartered Surveyors or his deputy who shall determine the question or nominate an appropriate Specialist.

39.3 Unless the parties otherwise agree, the reference to a Specialist shall be made to him as an arbitrator under the Arbitration Act 1996 but, if the parties agree to the Specialist acting as an expert, his decisions shall (save in the case of manifest error) be final and binding upon the parties.

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39.4 The liability for paying all costs of referring a Dispute to a Specialist, including costs connected with the appointment of the Specialist, shall be decided by the Specialist.

39.5 If the Specialist should die or become unwilling to act or is incapable of acting or it becomes apparent that for any reason he will be unable to determine the matter referred to him within a reasonable time after his appointment, his appointment shall be terminated and either the Developer or the Council shall be entitled to apply for another specialist to be appointed.

39.6 As between the Council and the Developer, the Certificates shall (save in the case of manifest error) be final and binding and shall not be referred to a Specialist.

40. SAFEGUARDING

40.1 The parties acknowledge that the Council is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

40.2 The Developer shall procure that the Contractor, the Contractors Supply Chain, and each of the Consultants together with all employees agents and other persons at the Property on their behalf:

40.2.1 ensure where appropriate that all individuals engaged in or in relation to the carrying out of the works in accordance with clause 16 relating to the remedying of defects at the Property after the Transfer ("Post Transfer Works") are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate; and

40.2.2 monitor the level and validity of the checks under this clause 15 for each member of staff until the issue of the final defects certificate in accordance with the Building Contract.

40.3 The Developer shall procure that the Contractor, the Contractors Supply Chain and each of the Consultants confirm that it has no reason to believe that any person who is or will be employed or engaged in the carrying out of any Post Transfer Works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

40.4 The Developer shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.

40.5 The Developer shall refer information about any person carrying out the Post Transfer Works to the DBS where it removes permission for such person to carry out any Post Transfer Works (or would have, if such person had not otherwise ceased to carry out the Post Transfer Works) because, in its opinion, such person has harmed or poses a risk of harm to the children and that the Contractor, Contractors Supply Chain and each of the Consultants shall make such referrals to the DBS as appropriate to ensure compliance with its obligations under this clause 40.

40.6 The Developer shall not, and shall procure that the Contractor and each of the Consultants shall not in relation to the Post Transfer Works, employ or use the services of any person for the Post Transfer Works who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to children.

41. CONFIDENTIALITY

41.1 This agreement and its terms shall be confidential to the parties both before and after the Date of Actual Completion.

41.2 Neither party shall make or permit any announcement or publication to be made concerning this agreement or its terms either in whole or in part or any comment or statement relating to this agreement except:

41.2.1 with the prior written consent of the other as to the form and content of any such announcement, publication, statement or comment;

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41.2.2 as far as may be necessary for the proper performance of its obligations under this agreement;

41.2.3 in connection with any dealing or proposed dealing with its interest;

41.2.4 for the obtaining of any United Kingdom or foreign regulatory or government authorisation, approval or consent for the acquisition, financing, letting or occupation of the Property; or

41.2.5 as required by law or any relevant stock exchange or if ordered to do so by a Court or HM Revenue and Customs.

42. EFFECT OF THIS AGREEMENT

42.1 This agreement forms the entire agreement between the parties relating to its subject matter.

42.2 No modification, variation or waiver of any of the terms of this agreement shall be effective unless made in writing and signed by the parties to this agreement.

42.3 No person who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

42.4 This agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in relation to all matters arising under this agreement.

42.5 The Developer and the Council respectively covenant each with the other that where pursuant to the terms of this agreement it is under an implied obligation not unreasonably to refuse any consent, approval, permission or acknowledgement required under the terms of this agreement, that it will not unreasonably refuse it nor proffer it subject to any unreasonable condition.

43. ACTIONS AND PROCEEDINGS

43.1 Until the Council [and Academy Trust] has received duly executed copies of all Collateral Warranties required by this Agreement, the Developer shall diligently pursue any actions or proceedings required by the Council against the entity that has not provided a Collateral Warranty in order to enforce the performance of their respective obligations.

43.2 The Developer shall hold any sums recovered as a result of such actions or proceedings where they are related to the Specification on trust for the Council and shall apply them in remedying the situation that gave rise to the action or proceedings.

43.3 The Developer shall take account of any requests or proposals made by the Council in relation to the conduct of any such actions or proceedings.

44. LOCAL AUTHORITY POWERS

44.1 Nothing contained or implied in this Agreement will prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as Local Authority, Local Planning Authority, Agent for the Highway Authority Local Education Authority, Children's Service Authority or for any other statutory body or public utility or otherwise under any public or private statute by laws orders and regulations all of which rights, powers, duties and obligations may be as fully and effectively exercised in relation to the Property as if the Council had not entered into this Agreement nor shall the Developer be relieved from the necessity of obtaining all approvals, permissions or consents as may from time to time be necessary for the carrying out of the Development from the Council in any capacity as aforesaid under or by virtue of any such Act by law order or regulation.

45. SEVERANCE

45.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

46. **COUNTERPARTS**

46.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

46.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

THE PARTIES have executed this agreement as a deed and delivered it on the date first set out above

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SCHEDULE 1

Programme for the Developer's Works

[insert details]

SCHEDULE 2

List of Title Documents

Part 1 - Documents

[insert details]

Part 2 - Notices

[insert details]

Part 3 - Cautions

[insert details]

EXECUTED as a **DEED**)
by **WATES DEVELOPMENTS LIMITED**)
acting by two directors or one director and its secretary:)
)
)
)

.....
Director

.....
Director/Secretary

.....
Name

EXECUTED as a **DEED**)
WEST SUSSEX COUNTY COUNCIL) [*COMMON SEAL*]
by affixing the common seal in the presence of:)

.....
Authorised Signatory

ARUN DISTRICT COUNCIL F/4/20/OUT

APPENDIX 1

Draft Deeds of Appointment

APPENDIX 2

Draft Collateral Warranty Deeds

CharlesRussell Speechlys

DATED 20

(1) [BENEFICIARY]

(2) [CONSULTANT]

(3) [RELEVANT COUNTRYSIDE COMPANY]

CONSULTANT'S COLLATERAL WARRANTY

relating to [project description]

---

5 Fleet Place London EC4M 7RD
Tel: +44 (0)20 7203 5000 • **Fax:** +44 (0)20 7203 0200 • **DX:** 19 London/Chancery Lane
www.charlesrussellspeechlys.com

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ARUN DISTRICT COUNCIL F/4/20/OUT

THIS DEED is made the day of 20

BETWEEN:

(1) **LLOYDS BANK PLC** (Company No. 00002065) whose registered office is at 25 Gresham Street, London EC2V 7HN as facility agent for the Finance Parties and security agent for the Secured Parties on the terms set out in the Revolving Credit Facility Agreement (the "**Beneficiary**" which expression shall include its legal successors and permitted assignees; and

[TO BE USED WHERE LLOYDS BANK PLC IS BENEFICIARY - OTHERWISE DELETE]

[BENEFICIARY] (Company No. [company number]) whose registered office is at [address] (the "**Beneficiary**, which expression shall include its legal successors and permitted assignees);]

(2) **[CONSULTANT]** (Company No. [company number]) whose registered office is at [address] (the "**Consultant**"); [and]

(3) **[[RELEVANT COUNTRYSIDE COMPANY]** (Company No. [company number]) whose registered office is at [address] (the "**Developer**").][12]

RECITALS:

(A) **[RELEVANT COUNTRYSIDE COMPANY** (Company No. [company number]) (the "**Developer**")] [13] [The Developer] [14] is undertaking the development of [insert description of site] (the "**Project**").

(B) By virtue of the agreement dated [date] (the "**Appointment**", which expression shall include any amendment thereto) the Developer has appointed the Consultant to provide professional services (the "**Services**") in connection with the [design of the] Project.

(C) [The Beneficiary has provided or has agreed to provide funds in connection with the Project or has a mortgage or charge over the Project or any part of it.][15]

[The Beneficiary is the freehold owner of or landlord from whom the Developer leases [part of] the site on or within which the Project is being undertaken.][16]

---

[12] Countryside to be a party only where clauses 11 and 12 are to be included (i.e. Beneficiary is to receive step-in rights).

[13] To be used where Countryside is not a party to this warranty.

[14] To be used where Countryside is a party to this warranty.

[15] To be used where Beneficiary is a Funder (as defined in the Appointment).

[16] To be used where Beneficiary is an Owner (as defined in the Appointment).

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[The Beneficiary has purchased or has agreed to purchase a [freehold] [long leasehold] interest in [part of] the Project.][17]

[The Beneficiary is entering into a lease or under-lease of [part of] the completed Project.][18]

[The Beneficiary is a management company responsible for managing [part of] the completed Project.][19]

[SELECT APPROPRIATE RECITAL (C) FROM THE ABOVE ALTERNATIVES]

AGREED PROVISIONS:

By this Deed and in consideration of the sum of ten pounds (£10.00) paid by the Beneficiary (receipt of which the Consultant hereby acknowledges) the Consultant agrees to enter into the obligations set out in this Deed.

1 **DEFINITIONS**

1.1 In this Deed [the following words and expressions shall have the following meanings]:

Group Company:	any of the Beneficiary or its subsidiary or subsidiaries (of any tier) or holding company or companies (of any tier) or any subsidiary (of any tier) of any such holding company or companies and "**subsidiary**" shall bear the meanings given to it in section 1159 Companies Act 2006 but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a);
[**Finance Parties**:	any "**Finance Party**" as defined in the Revolving Credit Facility;][20]

[17] To be used where Beneficiary is a Purchaser (as defined in the Appointment).

[18] To be used where Beneficiary is a Tenant (as defined in the Appointment).

[19] To be used where Beneficiary is a Management Company (as defined in the Appointment).

[20] Definitions of Secured Parties, Finance Parties and Senior Facilities Agreement to be included only where Beneficiary is Lloyds Bank PLC. In all other cases, delete these definitions.

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Practical Completion:	that stage when the works under a contract are complete except for minor defects that do not affect the use of those works for their intended purpose and that can be rectified with minimal disturbance to any occupier;
[Secured Parties:	the "**Secured Parties**" as defined in the Revolving Credit Facility Agreement;]
[Revolving Credit Facility Agreement:	the revolving credit facility agreement dated 4 June 2014 made between Copthorn Holdings Limited (as Parent), the Companies listed in Part I of Schedule 1 (as Original Guarantors), Barclays Bank PLC, Lloyds Bank PLC and Santander UK PLC (as Arrangers), the financial institutions listed in Part II of Schedule 1 (as Original Lenders) and Lloyds Bank PLC (as Facility Agent and Security Agent); and]
Working Day:	any day Monday to Friday excluding public holidays.

2 **WARRANTY**

2.1 The Consultant hereby warrants and undertakes to and with the Beneficiary that:

2.1.1 it has complied and shall continue to comply with all of its obligations, duties and undertakings expressed in or arising out of the Appointment when and if such obligations duties and undertakings shall become due and performable;

2.1.2 the Appointment contains the full terms of the Consultant's appointment in respect of the Project;

2.1.3 without prejudice to the generality of sub-clause 2.1.1, in respect of the performance of the Services, the Consultant has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant of the Consultant's discipline, experienced in performing duties similar to the Services on projects of a similar size scope and complexity as the Project and for the purpose of the standard of skill, care and diligence, the degree of competence shall be judged in the light of reasonable professional knowledge and standards current at the time the Services were provided;

2.1.4 in respect of such matters as lie within the scope of its Appointment, the Consultant owes to the Beneficiary a duty of care in carrying out its

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obligations and duties in connection with the Project and acknowledges that the Beneficiary is relying upon the Consultant's reasonable skill, care and diligence in conformity with the standard described at sub-clause 2.1.3;

2.1.5 the obligations of the Consultant contained in this Deed shall not be diminished or reduced by any appointment by the Beneficiary of third parties to carry out any independent enquiry into the Project; and

2.1.6 no action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of the statement of Practical Completion to be issued last under any contract for the Project.

3 **MATERIALS**

3.1 The Consultant warrants to the Beneficiary that it has exercised and will continue to exercise the reasonable skill, care and diligence required under the Appointment to see that it has not and shall not select, specify, authorise or suffer the use of, on or in relation to the Project, any product or material or combination of products and/or materials which at the date of selection, specification, authorisation or use are generally known or accepted as being harmful in themselves or becoming harmful when used in a particular situation or in combination with other materials or becoming harmful with the passage of time.

3.2 For the purpose of this Deed a product or material is "**harmful**" if, in the context of its use in the Project (whether alone or in combination with other materials), it:

3.2.1 poses a threat to health and safety and, in particular, to the health and safety of those involved in the construction, maintenance, repair or use of the Project;

3.2.2 poses a threat to the structural stability or performance or the physical integrity of the completed Project or any part thereof or any component therein; or

3.2.3 would or could have the effect of reducing the normal life expectancy of the completed Project or any part thereof or any component therein.

3.3 The Consultant further warrants to the Beneficiary that it has not and shall not select, specify, authorise or suffer the use of, on or in relation to the Project:

3.3.1 any products or materials identified as potentially hazardous in the BPF/BCO report "Good Practice in the Selection of Construction Materials" (current edition) other than in accordance with the recommendations as to good practice contained in Section 2 of that report;

3.3.2 any products or materials which by their nature or application contravene any relevant British or European standards or codes of practice; and/or

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3.3.3 any products or materials which by their nature or application contravene any publications of the Building Research Establishment related to the specification of products or materials.

3.4 The Consultant shall notify in writing the Beneficiary as soon as reasonably practicable upon it becoming aware that any product or material has been selected, specified, or authorised for use or used in the Project in contravention of the terms of the Appointment or clauses 3.1 to 3.3 and/or upon the Consultant becoming aware of any other matter which might prejudice the interests of the Beneficiary in connection with the Project.

4 LICENCE

4.1 The copyright in all drawings, details, plans, photographs, specifications, bills of quantities, reports and other documentation, data and information (whether in written form or stored electronically or otherwise), prepared or provided, or to be prepared or provided, by or on behalf of the Consultant in relation to the Project (the "**Information**") shall remain vested in the Consultant.

4.2 The Consultant as beneficial owner hereby grants to the Beneficiary and its successors in title and assigns an irrevocable non-exclusive royalty-free licence to copy and use the Information and to reproduce the designs contained in it for any purpose relating to the Project including (but without limitation) the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, extension, repair, and demolition of the Works and/or the Project. Such licence shall carry the right to grant sub-licences and shall be freely transferable to third parties.

4.3 The Consultant shall not be liable for any such use by the Beneficiary or its appointee of any of the Information for any purpose other than in connection with the Project.

4.4 The Consultant hereby warrants and undertakes that the Information and all other products of the Services shall be original in him and shall not infringe the copyright, design rights, moral rights or any other rights of any third party.

4.5 In so far as the copyright in any of the Information is vested in any person other than the Consultant (including any sub-consultant or supplier), the Consultant shall procure that the owner grants to the Beneficiary an irrevocable, royalty-free and non-exclusive licence in equivalent terms to that described in clause 4.2, such licence also to carry the right to grant sub-licences and to be transferable to third parties.

4.6 The Consultant shall indemnify the Beneficiary against all liability, losses, costs, damages and expenses (including those arising out of any claim, demand or proceedings) suffered or incurred by reason of any infringement or alleged infringement of any rights in the Information because of the use by the Consultant of the Information or the use by the Beneficiary of the rights granted under clause 4.2 and/or 4.5 for the purposes specified therein.

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5 PROFESSIONAL INDEMNITY INSURANCE

5.1 The Consultant warrants that it holds valid professional indemnity insurance in accordance with the terms of the Appointment and that the premiums for the current period of insurance have been duly paid to the insurers and that the Consultant will maintain such insurance until the date of the statement of Practical Completion to be issued last under any contract for the Project and shall, subject to such insurance being generally available to consultants of the same discipline as the Consultant on reasonable terms and at commercially reasonable rates, maintain the insurance for 12 years thereafter. If the insurance ceases to be so available the Consultant will immediately notify the Beneficiary and will obtain such reduced and/or alternative insurance as is available and as would be reasonable in the circumstances for it to obtain.

5.2 Whenever requested so to do by the Beneficiary, the Consultant shall produce documentary evidence that the insurance referred to in clause 5.1 is being properly maintained and that the premiums have been paid.

6 ASSIGNMENT

6.1 The Beneficiary may at any time, without the consent of the Consultant, assign in whole or part the benefit of this Deed:

6.1.1 by absolute assignment on an unlimited number of occasions to any Group Company of the Beneficiary;

6.1.2 as security on an unlimited number of occasions to any person, firm or corporate body who has provided or has agreed to provide funds in connection with the Project and/or any person having or acquiring a mortgage or charge over the Project or any part of it (and such rights may be re-assigned on redemption); and

6.1.3 by absolute assignment on a maximum of two other occasions.

6.2 The benefit of this Deed may not be assigned or dealt with further without the prior written consent of the Consultant, which consent shall not be unreasonably withheld or delayed.

6.3 The Consultant undertakes to the Beneficiary not to contend in any proceedings under this Deed that any person to whom the Beneficiary assigns or has assigned its rights under this Deed or any of them in accordance with the forgoing provisions of this clause shall be precluded from recovering therein any loss resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not the original promisee hereunder or by reason that the Beneficiary named herein or any intermediate assignee of the Beneficiary escaped loss resulting from such breach by reason of the disposal of its interest in the Project.

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7 PROPER LAW AND JURISDICTION

The construction validity and performance of this Deed shall be governed by and construed in accordance with English Law and any disputes or differences between the parties shall be referred to the non-exclusive jurisdiction of the English Courts.

8 THIRD PARTY RIGHTS

The parties hereto acknowledge and agree that it is not their intention for any term or provision of this Deed to confer or purport to confer on any third party [(other than for the avoidance of doubt the Secured Parties and the Finance Parties)][21] any benefit or any right to enforce any provision of this Deed, whether pursuant to the provisions of the Contract (Rights of Third Parties) Act 1999 or otherwise.

9 NOTICES

9.1 Any notice to be given under this Deed shall be deemed duly given if delivered by hand or sent by pre-paid special delivery post or by facsimile transmission to the party to be served, at or to that party's above address or to such other address in the United Kingdom as the party to be served may from time to time select by prior written notice to the other party.

9.2 A notice shall be deemed to have been received:

9.2.1 if delivered by hand, on the day when the notice is left at the address of the party to be served PROVIDED it is delivered on a Working Day between 9am and 3pm failing which it shall be deemed to have been received the next Working Day;

9.2.2 if sent by pre-paid special delivery post, on the Working Day next following the day of posting; or

9.2.3 if sent by facsimile transmission, on the day when the notice is transmitted to the party to be served PROVIDED it is transmitted on a Working Day between 9am and 3pm failing which it shall be deemed to have been received the next Working Day.

10 PARTNERSHIP

If the Consultant consists of two or more partners the covenants and obligations on the part of the Consultant herein contained shall be deemed to be made by each of the said partners jointly and severally and the partners executing this Deed warrant that they are the authorised agents of the other partners and they have executed this Deed on behalf of the partnership and themselves and each of the other partners.

[21] Words in square brackets to be incorporated only where the Beneficiary is Lloyds Bank PLC. In all other cases, delete it.

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11 [DETERMINATION BY THE CONSULTANT

11.1 The Consultant covenants with the Beneficiary that he will not exercise nor seek to exercise any right to terminate the Appointment (or determine his employment thereunder) or discontinue the performance of any of his obligations under the Appointment for any reason whatsoever, including any breach on the part of the Developer, without giving to the Beneficiary not less than 15 Working Days' notice of his intention to do so and specifying the grounds for the proposed termination, determination or discontinuance.

11.2 Any period stipulated in the Appointment for the exercise by the Consultant of a right of determination shall be extended, as may be necessary, to take account of the period of notice required under clause 11.1.

11.3 Compliance by the Consultant with clause 11.1 shall not be treated as a waiver of any breach on the part of the Developer giving rise to the right of termination or determination, nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice, unless the right of termination or determination shall have ceased under the provisions of clause 12.

12 STEP-IN

12.1 The right of the Consultant to terminate the Appointment (or determine his employment thereunder) shall cease if, within the period of 15 Working Days referred to in clause 11.1, the Beneficiary (which expression shall include any receiver, administrative receiver or other appointee (in each case a "**Nominee**") appointed by the Beneficiary) shall give notice to the Consultant:

12.1.1 requiring it to continue its obligations under the Appointment;

12.1.2 acknowledging that the Beneficiary is assuming all the obligations of the Developer under the Appointment; and

12.1.3 undertaking to the Consultant to discharge all payments which may subsequently become due to the Consultant under the terms of the Appointment and to pay to the Consultant any sums which have properly become due and payable to it under the Appointment but which remain unpaid.

12.2 Upon compliance by the Beneficiary with the requirements of clause 12.1 the Appointment shall continue as if the right of termination or determination on the part of the Consultant had not arisen and as if the Appointment had been entered into between the Consultant and the Beneficiary to the exclusion of the Developer.

12.3 Notwithstanding that as between the Developer and the Consultant, the Consultant's right to terminate the Appointment (or determine his employment thereunder) may not have arisen, the provisions of clause 12.2 shall apply if the Beneficiary gives notice to the Consultant and the Developer to that effect and the Beneficiary complies with the requirements on its part under clause 12.1.

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12.4 The Consultant shall not be concerned or required to enquire whether and shall be bound to assume that, as between the Developer and the Beneficiary, circumstances have occurred which permit the Beneficiary to give notice under clause 12.3.

12.5 The Consultant, acting in accordance with the provisions of this clause shall not incur any liability to the Developer.

12.6 If the Beneficiary appoints a Nominee to exercise its rights under this clause, the Nominee shall act on behalf of the Beneficiary and shall have no personal liability to the Consultant but the Beneficiary shall be liable to the Consultant as guarantor for the payment of all sums from time to time due to the Consultant from the Nominee.

12.7 The Developer by its execution hereof agrees to the terms and conditions of this Deed.][22]

[22] Clauses 11 and 12 to be included only where Countryside confirms that Beneficiary is to receive step-in rights. In all other cases, delete it.

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Executed as a deed and delivered on the date specified at the beginning of this document.

EXECUTED as a DEED by **[BENEFICIARY]** by the signature of a director and the company secretary or of two directors of the company:)
)
)
)

.....
Director

.....
Director/Company Secretary

EXECUTED as a DEED by **[CONSULTANT]** by the signature of a director and the company secretary or of two directors of the company:)
)
)
)

.....
Director

.....
Director/Company Secretary

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[EXECUTED as a DEED by **[INCLUDE COUNTRYSIDE ENTITY]** by the signature of a director or its attorney acting under a power of attorney dated [ ] in the presence of:)))))

.....

Signature of Director/Attorney

.....

Full name of Director/Attorney

Witness Signature: .....

Witness Name: .....

Witness Address: .....

.....

.....

Occupation: .....]

APPENDIX 3
Drawings

APPENDIX 4

Plan

APPENDIX 4

Plan

55865290.1

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APPENDIX 13 – EDUCATION FACILITY LAND TRANSFER

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HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred
WSX274536

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

3 Property:

Land at Ford Airfield, Ford, Arundel, West Sussex

The property is identified

☒ on the attached plan and shown:

edged red on Plan 1

☐ on the title plan(s) of the above titles and shown:

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

4 Date:

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

5 Transferor:
[*insert details of transferor when the transfer is occuring*]

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix: [ ]

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

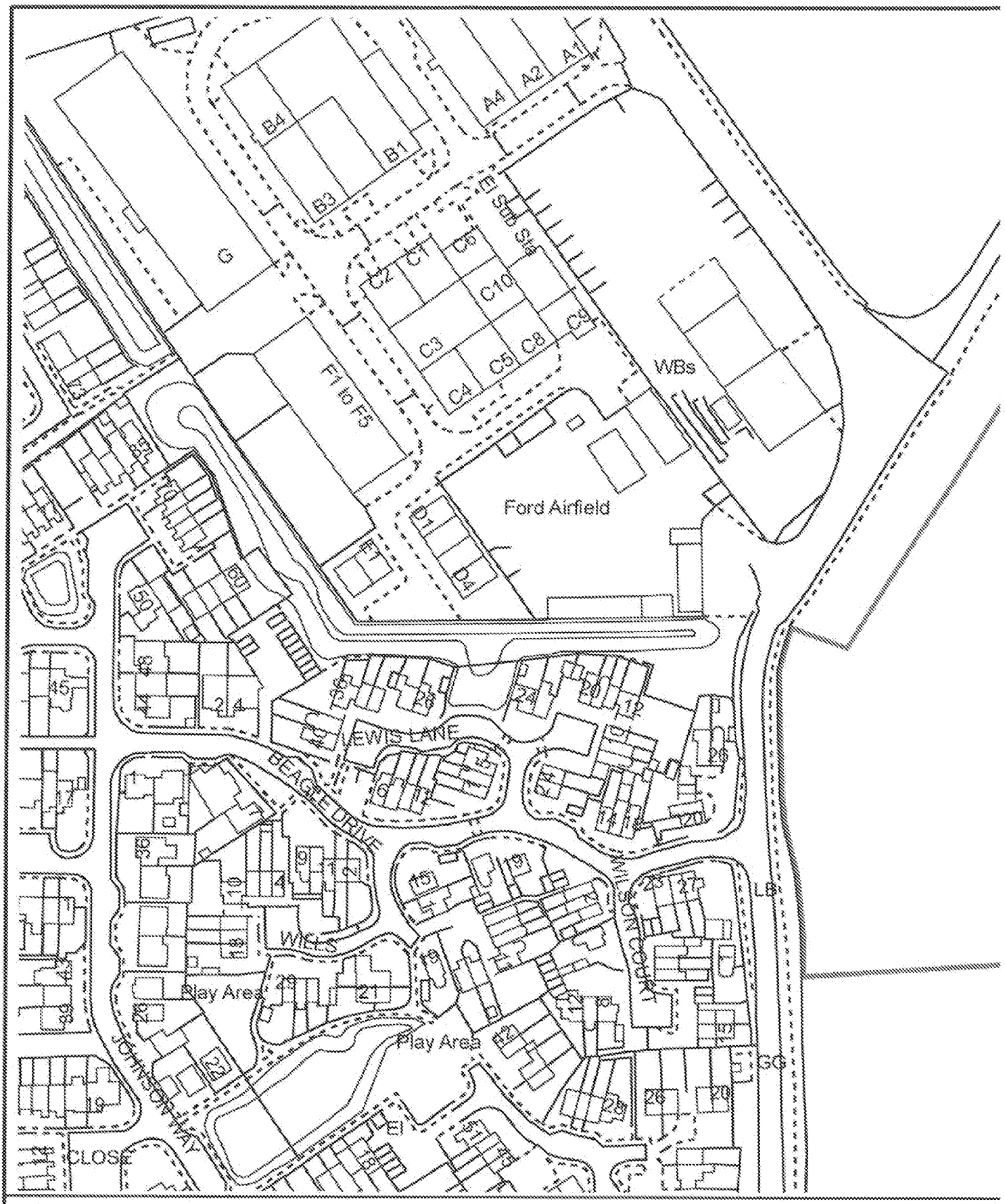
Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the

6 Transferee for entry in the register:
WEST SUSSEX COUNTY COUNCIL

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:



Primary School -

N	Scale @A4:	1:2,250
	Plot Date:	30/08/2022

Produced by
Property Int

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constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

(b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:

West Sussex County Council Legal Services, County Hall, West Street, Chichester, West Sussex, PO19 1RQ

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
£1 (one pound)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

X full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:
- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

12 Additional provisions

1 Definitions

1.1 In this transfer the following words and expressions have the following meanings

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

"Conditions for Entry"	the conditions to which any right to enter granted in clause 2 or excepted and reserved by Clause 3 is subject, which are that the right shall be subject to the person exercising the right: (a) effecting entry at a reasonable time (or at any time in an emergency) (b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency); (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and (d) complying with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.
"Plan 1"	the plan attached to this transfer with drawing number .....
"Planning Acts"	means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation of a similar nature in force at any time;
"Planning Need"	means any obligation contained in a Planning Obligation in relation to the provision of education facilities at the Property;
"Planning Obligation"	means an agreement made pursuant to the Planning Acts;
"Primary School"	means any school providing state education for primary aged children including, for the avoidance of doubt, a local authority controlled school, academy and free school.

"**Retained Land**"	the land comprised in the Title Number (excluding the Property) at ……[insert date of Section 106 Agreement].
"**Services**"	gas water sewage electricity energy telecommunications, television data and all other services and utilities
"**Service Media**"	all media for the supply or removal of the Services and all structures, machinery and equipment ancillary to those media.
"**Title Matters**"	the agreements, covenants, restrictions, stipulations and other matters (save for charges notices and restrictions) at the date of this transfer contained or referred to in the land registry title registered at the land registry under the title number contained in panel 2 of this transfer

1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.

1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2 Rights granted for the benefit of the property

2.1 The transfer is made together with the following rights over the Retained Land in fee simple for the benefit of the Property and may be exercised by the Transferee and its successors in title and all persons authorised by them (whether expressly or impliedly):

2.1.1 **Services** – the right to the running and passage of Services to and from the Property via

2.1.1.1 Service Media already laid in the Retained Land and which serve the Property; and

2.1.1.2 Service Media on the Retained Land which are installed or constructed 80 years from the date of this transfer;

2.1.2 **Right of Way** – until such time as the roads and paths on the Retained Land as may be necessary to access the Property are adopted and maintainable at the public expense, a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roads and on foot and bicycle over and along the paths on the Retained Land at all times and for the purpose of accessing and egressing to and from the Property to the nearest public highway

2.1.4 **Support** – the right of support and protection for the Property and any buildings on it from the Retained Land and any buildings on it;

2.1.5 **Access** – subject to observing the Conditions for Entry the right to enter the adjoining parts of the Retained Land with our without agents, professional advisers, workmen and equipment so far as is reasonably necessary to:

2.1.5.1 inspect or carry out works to the Property and to any buildings, retaining walls and structures constructed or erected thereon from time to time (including the foundations of such buildings retaining walls and structures) and all works of repair, maintenance, painting and rebuilding;

2.1.5.2 inspect repair maintain install re-route, replace or connect into Service Media now existing or which may be laid under such parts of the Retained Land subject to the person or persons entering the Retained Land to exercise the above rights shall obtain all necessary consents from all relevant authorities prior to carrying out any such works.

2.1.5.3 enable the Transferee to plant trees or shrubs on the Property or to carry out any landscaping on the Property to fulfil the requirements of any relevant planning permission

2.1.6 **Right to build**- the full and unrestricted right at any time after the date of this Transfer to erect or permit to be erected any buildings or other erections and to alter any building or other erections constructed whether before or after the date of this Transfer on any part of the Property in such manner as to obstruct or interfere with the passage and access of light and air to any building which is now or may be erected on any part of the Retained Land and so that all privileges of light and air now or at any time after the date of this Transfer to be enjoyed over any part of the Property by or in respect of the Retained Land are deemed to

be enjoyed by the licence or consent of the Transferee and not as a right

2.1.7 **Right of overhang** – the rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the Property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

3 Rights reserved for the benefit of other land

3.1 The following rights over the Property are reserved for the benefit of the Retained Land and may be exercised by the Transferor and its successors in title and all persons authorised by them (whether expressly or impliedly):

3.1.1 **Development** – the right to access any unbuilt parts of the Property as are necessary in order to develop the Retained Land;

3.1.2 **Service Media** –Subject to observing the Conditions of Entry the right to enter onto any unbuilt parts of the Property with or without vehicles, equipment, plant and machinery to lay and thereafter inspect maintain cleanse repair renew and connect into the Service Media in the Property and/or connect into Service Media in the Property ; and

3.1.3 **Services** – subject to payment of maintenance according to user, the right to free and uninterrupted use, the right to the running and passage of Services to and from the Retained Land via

Service Media already laid in the Property and which serve the Retained Land;

3.1.4 **Support** – the right of support and protection for the Retained Land and any buildings on it from the Property and any buildings on it;

3.1.5 **Right to build**- the full and unrestricted right at any time after the date of this Transfer to erect or permit to be erected any buildings or other erections and to alter any building or other erections constructed whether before or after the date of this Transfer on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is now or may be erected on any part of the Property and so that all privileges of light and air now or at any time after the date of this Transfer to be enjoyed over any part of the Retained Land by or in respect of the Property

are deemed to be enjoyed by the licence or consent of the Transferor and not as a right

Include words of covenant.

4 Restrictive covenants by the transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property and each and every part thereof into whosoever hands the same may come that the owners of the Property shall not use or permit the Property to be used for any purposes other than primarily for a Primary School with associated facilities and community uses;

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

4 **Agreements and declarations**

4.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 3.1** to be noted on the title number of the Property.

4.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 2.1** to be noted on the title number(s) of the Retained Land.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide 24: *private trusts of land* for further guidance.

Remember to date this deed in panel 4.

13 Execution

Signed as a deed
on behalf of
Wates
Developments
Limited
by two of its duly
authorised
directors
in the presence of:

Signature of director

Signature of director

The Common Seal of
West Sussex County Council
is hereunto affixed in the
presence of

A duly authorised officer

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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APPENDIX 14 – EDUCATION FACILITY SITE PLAN

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[redacted]

[redacted]

Early Years

Primary Provision

Playing Field (110.5m x 76m)

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APPENDIX 15 – FORM B EDUCATION SUITABILITY CHECKLIST

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Form 8

Education Site Suitability Checklist (For Completion by Developer)

Site Name and Address:	Ford Airfield, Ford
Postcode:	
Site Area (hectares):	86.63ha

Please tick one column for each criterion. Supporting evidence must be provided for each answer as part of a Land Compliance Study. Please use the final column to signpost your evidence and any accompanying studies.

Provided in relation to the land shown on the Illustrative masterplan for the proposed school.

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence
Utilities provided to the site boundary including gas, water, electricity, foul and surface water discharge.		x		Gas, water & electricity refer to JNP Report Ref C85228 R003 Onsite Utilities Appraisal Report. Surface water Drainage refer to JNP drawings C85228-D100 titled Indicative Surface Water Drainage Strategy Sheet 1 of 2 and C85228-SK194 titled Southern Parcel Underdrain Swale Strategy. Foul Water Drainage refer to JNP drawings titled drawings C85228-D107 and D108.
Broadly level ground with a gradient across the site of between 1:60 and 1:100		x		Refer to JNP drawing C85228-D110 titled Indicative Proposed Ground Levels Sheet 1 of 2. The ground levels along the western boundary of the primary school are governed by the existing public road called Rollaston Park. This road rises and falls with an approximate gradient of 1 in 100. The proposed road within the development site along the eastern boundary of the school rises and falls with a longitudinal gradient of approximately 1 in 80. The crossfall between the east and west boundaries of the school parcel ranges between gently sloping (i.e flatter than 1 in 300) and 1 in 60.
Level with surrounding areas and in particular with suitable points of access (pedestrian and vehicular)		x		Refer to JNP drawing C85228-D110 titled Indicative Proposed Ground Levels Sheet 1 of 2 and the above comments regarding proposed finished ground levels at the existing and proposed roads/ verges which surround the school.
Roughly rectangular in shape			x	The site proposed meets the size requirements, but is not rectangular in shape
Sufficient width and length for size of an education facility in line with current Building Bulletins	x			The indicative site for the school on the illustrative masterplan is c. 211m x 150m.
At least 30cm of clean topsoil, free from debris and/or other contaminants		x		0.15 to 0.2m of topsoil was encountered during investigation on site, however no contamination or debris has been recorded in the topsoil that would render it unsuitable for use. Please see RSK geo-environmental and geotechnical report ref 29228 R01, dated November 2018. For drainage purposes, there will be ground remodelling within the wider site. If necessary, this can include the provision of additional top soil on the school site.

Free draining across the whole site and not liable for flooding or record of previous flooding		x		Refer to JNP drawings C85228-D100 titled Indicative Surface Water Drainage Strategy Sheet 1 of 2 and C85228-SK194 titled Southern Parcel Underdrain Swale Strategy, JNP Report Ref C85228 R001 Ford Airfield Flood Risk Assessment and Drainage Strategy and JNP Report Ref C85228-JNP-92-XX-RP-C-1004 titled Ford Airfield Updated Drainage Design. Surface water runoff from the school will discharge into the proposed surface water drainage system for the development. The surface water design strategy includes an allowance for drainage from the school sports pitches in addition to the school buildings and impermeable surfaces.
Standard trench fill/strip foundations can be used		x		Ground conditions appeared suitable but additional investigation is likely to be required to confirm foundation / infrastructure design when more information on the proposed school becomes available.
Is the site accessible from suitable Highways (not a cul de sac) and safe direct walking & cycling routes?		x		Once access is constructed, the site will be located on a through route with safe direct walking and cycling routes. Routes to be agreed at RM stage.
Centrally located to the overall development or area the school will serve	x			Proposed location is central to the application site.
Well located in relation to other neighbourhood facilities and public realm	x			Proposed to be located near to the new local centre at Ford Airfield
Not crossed by any public rights of way or access wayleaves or other utility service		x		As far as we are aware at this stage, the site is not crossed by public rights of way, access wayleaves. Openreach record drawings indicate there is an existing telecom service which crosses the site. It will be diverted or abandoned. No other services cross the site.
Not crossed by or bounded by any power-lines	x			The proposed site for the school is not crossed or bounded by any existing overhead power lines.
Not crossed by and sufficiently distant from any gas mains	x			Refer to JNP drawings C85228-SK170 and SK171 Indicative Existing Combined Utilities Plans. The parcel is not impacted by gas mains.
Outside the cordon sanitaire of any sewage plant	x			Figure 11.3 and Figure 11.4 submitted as part of the ES Chapter
Free of items or structures of archaeological interest		x		The site has been subject to an archaeological geophysical survey which has established that the wider application site has archaeological potential. No features were recorded within the school site but there are possible archaeological features just outside of the school site. The LPA's archaeological advisor has stated that the wider site, including the school site, will require archaeological evaluation trenching as a condition of planning permission. The scope of these works will be agreed with the LPA's archaeological advisor and once implemented will establish the archaeological potential of the site. Should the evaluation establish that there are archaeological remains within the site, it is possible that there may be follow-on mitigation

				investigations required that is not unusual and can be undertaken prior to construction.
Free from protected species or habitats of special interest, e.g bats, dormice, newts etc		x		The part of the site that the primary school is on comprises arable land and boundary hedgerow which provide suitability for foraging and commuting bats and nesting birds (which may nest both in the hedgerow and on the ground within the arable habitat) (ES Chapter). Mitigation measures for foraging and commuting bats and nesting birds within both the Primary School Site and the wider development site have been set out in the Environmental Statement accompanying the application and as per usual practice could be conditioned on the application. This will include a sensitive lighting strategy, retention or compensation of foraging and commuting habitat for bats, and sensitive clearance of the working area to prevent killing or injury nesting birds.
Site not part of a conservation area or subject to any special planning authority restrictions	x			Arun Valley SPA lies within the Zone of Influence of the wider site, but not within the ZoI of the school. (ES Chapter)
Is the site and surrounding area free of pollution, contamination and other risk factors?	x			Background NO2, PM10 and PM2.5 concentrations are below the air quality standards as detailed in the submitted ES Chapter and Air Quality Technical Appendix.
Free of soil and water table contamination		x		From the work undertaken to date there is no evidence of any contamination recorded on the site. It would be prudent to undertake some limited testing as part of any future geotechnical investigation to confirm.

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence
Outside any current or proposed 55db LAeq (30min) noise source or contour		x		The primary school site is located in close proximity to Ford Airfield Industrial Estate. Based on the external noise surveys undertaken, the school may be subject to noise levels in excess of 55 dB LAeq (30min) without mitigation. If necessary, specialist acoustic barriers/bund along the edge of the industrial estate, and any other mitigation measures, could be incorporated into any future detailed design for the site in order to achieve internal noise levels in line with criteria from Building Bulletin 93.
Free from radon or potential sources thereof	x			
Air quality standards are met	x			The conclusions of the ES Chapter and Air Quality Technical Appendix show all pollutants are below the relevant air quality objectives for all scenarios
Free from invasive plants such as Japanese Knotweed	x			Invasive plants were not recorded within the area associated with the primary school (ES Chapter)
Not affected by ground gasses and vapours	x			
Not affected by potential sources of light pollution e.g. major roads, car parks or industry	x			As far as we are aware, the site is not affected by these matters.

Is the site sufficiently distant from any land use that could cause public anxiety, such as:				
* Chemical or petro-chemical production or storage	x			
* Establishments storing or handling live viruses	x			
* Facilities housing or treating people with a history of violence or a threat to children	x			
* Incinerators			x	The site shown on the illustrative masterplan is c. 221m Circular Technology Park.
* Sites currently or previously used for land fill or rubbish disposal	x			
* Aviation or high speed transportation e.g. train lines or helipads	x			
* Major roads or traffic honeypots e.g. large retail outlets	x			
* Prisons or facilities for persons with a history of offending	x			The site shown on the illustrative masterplan is c. 500m from Ford Prison. This is a category D open prison for low risk offenders, or those nearing the end of their sentence (and assessed as low risk).
* Phone or radio masts and transmitters	x			
* High voltage power lines	x			
* Firing ranges, premises storing live ordnance / ammunition or UXB sites		x		A UXO desk study was commissioned as part of RSK H&S procedures given the sites former use as a military airfield (UXO risk assessment produced by Fellows International ref 2078, dated July 2018). The report indicates that mitigation measures are required for any intrusive works or construction related activities, which can be achieved as per usual practice ahead of construction. The site is located c.369m from the Indoor Firing Range to the south west of the site.
* Land or buildings with a use emitting a strong odour			x	The site is located c.200m from Besmoke Ltd, 146m from Ford WwTW and 221m from Circular Technology Park, which are potential odour emitting uses.

				Odour assessments have been undertaken which have confirmed that the site would not be adversely affected, and relevant Environmental Permits and planning conditions secure odour emissions from these sites where necessary.
* Quarries or other major sources of dust	x			
* Premises housing dangerous animals, birds, reptiles or insects	x			
Is the site free from encumbrances that may need to be removed?	x			Not aware of any further encumbrances at this stage.
Free of buildings and other surface structures	x			
There are no trees on or abutting the site with particular reference to TPOs, ancient woodland or trees located such that they compromise efficient layout	x			Tree survey
Free of pipes, cables and the like		x		Refer to JNP drawings C85228-SK170 and SK171 Indicative Existing Combined Utilities Plans. Openreach record drawings indicate there is an existing telecom service which crosses the site. It will be diverted or abandoned. No other services cross the site. Proposed new supply service routes into the school are yet to be confirmed with the statutory undertakers.
Free of ponds, ditches or water courses	x			Refer to JNP drawings C85228-D100 and D101 Indicative Surface Water Drainage Strategy. No open surface water features are proposed in the vicinity of the school.
Free from foundations, fuel tanks and other buried structures	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Free from spoil and fly tipping	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Free from filled spaces including mineral workings and land fill	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Free of void spaces including wells, sumps and pits	x			At this stage we are not aware of these within the ground. However, more detailed ground investigations would be recommended.
Specialist site boundary fencing if site is adjacent to a railway line, sewage plant, motorway/dual carriageway, bus depot or facilities which will cause acoustic issues for the school users		x		The primary school site is located in close proximity to Ford Airfield Industrial Estate. Based on the external noise surveys undertaken, the school may be subject to noise levels in excess of 55 dB LAeq (30min) without mitigation. If necessary, specialist acoustic barriers/bund along the edge

				of the industrial estate, and any other mitigation measures, could be incorporated into any future detailed design for the site in order to achieve internal noise levels in line with criteria from Building Bulletin 93.
Early access to the site for WSCC employees and their agents to ensure site is fit for purpose, to undertake surveys and inspections prior to construction. Site to be clearly set out with tamper-proof markers	x			Access can be provided as/when requested.

If you have answered 'Will Meet' in relation to any criteria, please give details below or on a separate sheet.

Please give details of any current or proposed adjoining land use that may disrupt the normal functioning of a school or early years & childcare facility, detract from learning or place anyone associated with the establishment at risk.
The primary school site is located in close proximity to Ford Airfield Industrial Estate. Based on the external noise surveys undertaken, the school may be subject to noise levels in excess of 55 dB LAeq (30min) without mitigation. If necessary, specialist acoustic barriers/bund along the edge of the industrial estate, and any other mitigation measures, could be incorporated into any future detailed design for the site in order to achieve internal noise levels in line with criteria from Building Bulletin 93.

Please give any other details you know about, that may make this land unsuitable for a school or early years & childcare facility or may add to the cost of building or establishing one on the site.

DECLARATION

I confirm that the information I have given represents full disclosure of the facts and I have taken all necessary steps to ensure it is accurate beyond reasonable doubt. Should any information become evident in the future, that may have altered the response I have given, I will bring these facts to West Sussex County Council's attention immediately.	
SIGNED: Robin Shepherd	Print Name: Robin Shepherd
ON BEHALF OF:	Wates Developments and Redrow Homes
DATE:	13 December 2021

Supporting Information

The developer is required to attach to the completed checklist a set of survey information listed below that have a transferable warranty that West Sussex County Council or our contractors can rely upon. It would be expected that the developer would already have much, if not all, of this information:

1. Ordnance Survey map or drawing and historical documents on previous use;
2. Topographical Survey of area;
3. Ground Conditions Study including local geology maps;
4. Soil and Ground Water Contamination Study;

5. Flood Risk Assessment including Environment Agency flood zone designation;
6. Habitat, Arboriculture and Ecology Study including site walkover report;
7. Planning Policy documents including relevant planning history;
8. Noise Assessment against criteria in DfE Building Bulletin 93 or equivalent;
9. Air Quality Assessment including reference to Air Quality Management Areas;
10. Partner organisation plans for area;
11. Utilities to the site boundary including gas, water, electricity, foul and surface water discharge. Documentary evidence to be provided;
12. CAD drawings (DWG as well as PDF format) to be provided prior to sign off of Section 106 Agreement to ensure site is fit for purpose.

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APPENDIX 16 – LAND USE AND DENSITY PARAMETER PLAN

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APPENDIX 18 – TRAVEL PLAN

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Ford Airfield

Framework Travel Plan

Client: Redrow Homes Ltd/ Wates Development Ltd

i-Transport Ref: DS/AI ITB13091-009E R

Date: 27 July 2020

i-Transport – Basingstoke | Manchester | London | Leeds
www.i-transport.co.uk

Ford Airfield

Framework Travel Plan

Client: Redrow Homes Ltd/ Wates Development Ltd

i-Transport Ref: DS/AI ITB13091-009E R

Date: 27 July 2020

i-Transport LLP
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Quality Management

Report No	Comments	Date	Author	Authorised
ITB13091-009 R	Working Draft	24/04/2019	EF/DS	JCB
ITB13091-009A R	Working Draft	10/05/2019	EF/DS	JCB
ITB13091-009B R	Draft Issue	24/05/2019	EF/DS	JCB
ITB13091-009C R	Draft Issue	21/08/2019	EF/AI	DS
ITB13091-009D R	Planning Issue	23/10/2019	EF/AI	DS
ITB13091-009E R	Planning Amends	26/07/2020	DS	DS

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FIGURE 2	Pedestrian and Cycle Access Location Plan
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Drawings

GA-001 Rev E	Site Access – Yapton Road
GA-004 Rev A	Site Access – Ford Lane
GA-200-204	Pedestrian Improvements – Rollaston Park and Burndell Road
GA-058	Horsemere Green Lane Pedestrian Improvements
GA-059-061	Rollaston Park – Yapton Cycle Improvemnts
GA-400	Connection to Footpath 206
GA-600	Pedestrian and Cycle Improvements – Church Lane
GA-006-010 Rev A	Pedestrian and Cycle Improvements – Station Road

Appendices

APPENDIX A.	Illustrative Masterplan
APPENDIX B.	NMU Audit
APPENDIX C.	Travel Questionnaire Example

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SECTION 1 Introduction

1.1 Introduction

1.1.1 i-Transport has been appointed by Redrow Homes Limited and Wates Development Limited to provide highways and transport advice for the proposed development of Ford Airfield.

1.1.2 Ford Airfield is identified as a Strategic Site Allocation SD8 in the adopted Arun District Council (ADC) Local Plan 2011-2031. Ford Airfield is also allocated in the adopted Ford Neighbourhood Plan as Policy SA1.

1.1.3 The proposed development comprises up to 1,500 dwellings (Use Class C3), 60-bed care home (Use Class C2), up to 9,000 sqm of employment floorspace (Use Classes B1), local centre of up to 2,350 sqm including up to 900 sqm retail / commercial (Use Classes A1-A5) and 1,450 sqm community / leisure floorspace (Use Classes D1-D2), land for a two-form entry primary school (Use Class D1), public open space, allotments, new sports pitches and associated facilities, drainage, parking and associated access, infrastructure, landscape, ancillary and site preparation works, including demolition of existing buildings and part removal of existing runway hardstanding.

1.1.4 An outline planning application has been prepared which seeks consent for the principle of development on the land. All detailed matters (such as scale, layout and appearance and landscaping) are reserved with the exception of 'access', which is a matter for consideration and determination as part of this application. However, an illustrative masterplan is provided at **Appendix A** to identify how the development could be delivered on the land.

1.1.5 This Framework Travel Plan (FTP) has been prepared to support the Transport Assessment (TA) (Reference: *ITB13091-003C R*) accompanying the development proposal which considers the wider transport implications of the development. This is in line with the National Planning Policy Framework (NPPF) and Planning Practice Guidance (PPG), both of which require a Travel Plan to be submitted alongside proposals for developments that are likely to result in a significant travel demand.

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1.2 Other Travel Plans

Employment

1.2.1 The employment aspect of the development is submitted in outline form and the type of employment space to be provided is not set (e.g. the development could equally provide for office, warehousing of manufacturing uses).

1.2.2 On this basis, it is not realistic to develop an Employment Travel Plan at this time as the objectives, targets and strategies to encourage behavioural change may differ between the use types. Therefore, as the employment floor space progresses through Reserved Matters Applications, and prior to the occupation of any employment space implemented as part of the development, an Employment Travel Plan will be developed by the Travel Plan Coordinator and will be coordinated with the Residential Travel Plan.

School

1.2.3 A School Travel Plan will be developed by the School prior to occupation and will be developed by a designated School Travel Plan Co-ordinator, in liaison with the site wide Travel Plan Co-ordinator of the Development.

Local Centre

1.2.4 The proposed retail and leisure uses are of a scale that do not provide sufficient critical mass to encourage modal shift from the uses on the site. Therefore, no specific travel plan for these uses will be developed but means of encouraging access by sustainable transport to the uses will be incorporated into the site-wide Travel Plan.

1.3 Site Location and Context

1.3.1 The site is located on the existing Ford Airfield, to the west of Ford and south of the village of Yapton. It is bounded by Yapton Road and residential properties to the west, Rudfield Industrial Estate to the south, Ford Road to the east and Ford Lane to the north. A site location plan is included at **Figure 1**.

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1.4 Scope of Framework Travel Plan

1.4.1 This Framework Travel Plan (FTP) has been developed having regard to the *'West Sussex County Council Development Travel Plan Policy'* draft guidance document and presents a comprehensive strategy to encourage sustainable travel at the development.

1.4.2 The planning application is submitted in outline form with all matters reserved except access. This FTP is therefore informed by the analysis presented in the TA and includes objectives, a monitoring and evaluation strategy and a programme for developing the full travel plan in line with this framework document.

1.5 Structure of Framework Travel Plan

1.5.1 The FTP is presented in the following structure:

- Section 2 provides background information on the development proposal;
- Section 3 considers the existing accessibility of the site by walking, cycling and public transport, and describes the existing travel characteristics of the local area;
- Section 4 sets out the policy background and identifies the aims, objectives and targets for the FTP;
- Section 5 describes the infrastructure measures that will be provided to encourage non-car travel to the site, and to manage travel demand;
- Section 6 sets out the 'soft' measures that will be provided to encourage and incentivise residents to travel to the site by sustainable modes;
- Section 7 describes how the FTP will be managed and implemented;
- Section 8 outlines how the success of the FTP will be monitored; and
- Section 9 provides a summary of the FTP.

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SECTION 2 Background

2.1 Development Proposal

2.1.1 The development will provide for up to 1,500 new dwellings, of which some 30% will be affordable dwellings, in addition to a local centre, primary school, 9,000 sqm of employment use and sports and recreational facilities.

2.1.2 The planning application seeks outline planning consent and matters including the precise quantum and mix of development, as well as the site layout will be confirmed as part of subsequent Reserved Matters Applications (RMA).

2.2 Site Access Arrangements

2.2.1 The NPPF, at paragraph, 108 requires that;

"Safe and Suitable access to the site can be achieved for all people"

2.2.2 To achieve safe and suitable access, the development proposal includes the provision of 2 points of vehicular access to the residential element of the development, provided from Ford Lane and Yapton Road. In addition, further dedicated pedestrian and cycle accesses will be provided onto Rollaston Park, Ford Road, Horsemere Green Lane and Ford Lane.

2.2.3 A detailed assessment of the access arrangements is set out in the TA accompanying the outline planning application and the arrangements are summarised below.

Vehicular Access – Yapton Road

2.2.4 Vehicular access from Yapton Road will take the form of a 4-arm roundabout with an inscribed circle diameter of 40m. Two of the arms will provide for the continuation of Yapton Road to both the north and the south, a third arm will provide access to the Development and the fourth a stub arm serving agricultural fields. The access arrangements are presented in **Drawing ITB13091-GA-001 Rev E**, which can be found at the end of this TP.

2.2.5 Yapton Road is subject to a 40mph speed limit in the vicinity of the site access and an Automatic Traffic Count (ATC) placed on Yapton Road establishes that recorded 85th percentile speeds are consistent with a 40mph road. Therefore, the access has been designed in accordance with Design Manual for Roads and Bridges standards and visibility parameters.

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2.2.6 The design of the junction has been informed by vehicular swept path analysis, and this assessment establishes that large single or double decker buses (i.e. those in use on the Stagecoach 700 'Coastliner' service) can manoeuvre safely through the junction to and from all arms.

2.2.7 Junction capacity testing of the roundabout establishes that the junction will operate with little queuing or delay both upon opening of the development and at the end of the Arun Local Plan period (2031).

Vehicular Access – Ford Lane

2.2.8 Vehicular access from Yapton Road will take the form of a 4-arm roundabout with an inscribed circle diameter of 40m. Two of the arms will provide for the continuation of Ford Lane to both the east and west, the third arm will provide access to the Development and the fourth arm will provide access to the consented anaerobic digestate plant to the north of Ford Lane (located at Wicks Farm). The access arrangements are presented in **Drawing IT813091-GA-004 Rev A**, which can be found at the end of this TP.

2.2.9 Ford Lane is subject to a 40mph speed limit in the vicinity of the site access. Therefore, the access has been designed in accordance with Design Manual for Roads and Bridges standards and visibility parameters. The design of the junction has also been informed by vehicular swept path analysis, and this assessment establishes that large single or double decker buses (i.e. those in use on the Stagecoach 700 'Coastliner' service) can manoeuvre safely through the junction, to and from all arms.

2.2.10 Junction capacity testing of the roundabout establishes that the junction will operate with little queuing or delay both upon opening of the development and at the end of the Arun Local Plan period (2031).

Pedestrian and Cycle Accesses

2.2.11 Cycle and pedestrian accesses are to be provided at the following locations:

- Rollaston Park – providing access to pedestrian infrastructure to the north west of the site into Yapton which is to be improved as part of the development proposal (discussed in Section 5.3 of this FTP);

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- Horsemere Green Lane – providing access to off-road infrastructure along Church Lane that is proposed as part of the development (discussed in Section 5.3 of this FTP) and onwards to the National Cycle Network Route 2 and Climping Beach; and
- Ford Road – providing access to pedestrian infrastructure along Ford Road, as well as off-road cycle and pedestrian route to Ford Railway Station that is included in the development proposals (discussed in Section 5.3 of this FTP).

2.2.12 In addition to the above, connections to existing Public Rights of Way (PROW) will be made to further enhance the connectivity of the site and provide further points of pedestrian and cycle access. These include:

- Footpath 363, which runs east-west across the northern section of the site on the line on the old canal, and provides a connection to Footpaths 170, 200.2 and 360 on towards Burndell and Yapton;
- Footpath 366 and 366.1, which provide a connection to Ford Lane and the opportunity to connect north via Footpath 365; and
- Footpath 175, which provides an alternative pedestrian onto Ford Road at the southern end of the site.

2.2.13 The location of the pedestrian and cycle accesses are summarised in **Figure 2** which can be found at the end of this FTP.

2.3 Illustrative Masterplan

2.3.1 Whilst the details of the layout will be determined as part of a subsequent Reserved Matters Application, the principles of the site layout have been considered and are presented to provide context to the application to demonstrate how the development can be brought forward.

2.3.2 The site layout will be designed in accordance with contemporary design guidance, namely the Department for Transport's '*Manual for Streets*' and West Sussex County Council's '*Local Design Guide*' and '*Cycle Design Guide*', following the principles outlined below:

- Main Spine – circa 6.2m-6.5m wide carriageway (in order to accommodate bus services), with 2.0m-3.0m footway/cycleways on the primary routes through the development;
- Primary Street – minimum 5.5m carriageway with 2.0m footways on the primary routes through the development;

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- Secondary Streets – 5.0m wide carriageways operating as either a shared surface with service margin or as a carriageway with a distinct footway provision, designed to enable access for refuse vehicles; and
- Private driveways – narrower shared surface areas where refuse vehicles do not need to enter.

2.3.3 The illustrative site layout is provided at **Appendix A** and demonstrates how these principles can be delivered on the land.

2.4 Parking

2.4.1 Future RMAs will consider the provision of car parking, which will be provided in accordance with the car parking standards at that time.

2.4.2 A statement of intent with regard to parking is as follows:

- Car and cycle parking to be provided in accordance with local parking standards as set out in adopted guidance;
- Non-curtilage allocated car parking ideally to be located within 25m of individual dwellings;
- Within parking courts, a proportion of parking would be unallocated to provide for efficient use;
- On-street parking where appropriate to be provided within discrete parking bays on the main routes; and
- Provision of Electric Vehicle Charging explored as part of each phase with reference to adopted standards.

2.4.3 The illustrative masterplan demonstrates a feasible layout which can deliver a level of parking consistent with the current adopted parking standards.

Cycle Parking

2.4.4 Future RMAs would provide details of cycle parking provision for each individual property. Adequate cycle parking facilities will be provided for the proposed homes in secure covered parking, such as within a garage or shed, in accordance with the adopted cycle parking standards at that time.

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2.5 Summary

2.5.1 The development will provide for up to 1,500 new dwellings, of which some 30% will be affordable dwellings, in addition to a local centre, primary school, 9,000 sqm of employment use and sports and recreational facilities.

2.5.2 Vehicular access to the site will be provided from Yapton Road and Ford Lane. The roundabout arrangements at both junctions have been designed in accordance with the Design Manual for Roads and Bridges standards and delivers sufficient geometry and visibility to ensure the safe movement of vehicles through the junction.

2.5.3 The development will deliver a permeable site layout and will offer a number of different connections to the local walking and cycling networks, to ensure the site is accessible by all users. This includes the provision of pedestrian and cycle access to Yapton Road, Horsemere Green Lane and Ford Road.

2.5.4 In this regard, it is demonstrated that the site will deliver safe and suitable access, and that the proposed development complies therefore with para 108 of the NPPF.

2.5.5 The development will deliver car and cycle parking in line with adopted guidance and will promote a site layout that has developed in accordance with the principles of Manual for Streets.

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SECTION 3 Site Accessibility and Travel Opportunities

3.1 Introduction

3.1.1 The section of the FTP describes the existing accessibility of the site by walking, cycling and public transport and considers the existing travel characteristics of the local area.

3.2 Local Facilities and Services

3.2.1 The primary destinations within the local area available to future residents of the proposed development are listed in **Table 3.1**. These include facilities for education, leisure, retail, employment and health, and the locations are shown in **Figure 3.**

Table 3.1: Key Local Destinations

Purpose	Destination	Total Distance	Walking Journey Time (mins)	Cycle Journey Time (mins)
Employment	Rudfield Industrial Estate	1,100	14	5
	Ford Lane Industrial Estate	1,900	23	8
	Ford Airfield Industrial Estate	600	8	3
Education	Yapton C of E Primary School	2,300	27	9
	Yapton Community Pre School	2,300	27	9
Retail	Yapton Co-Op	1,500	18	6
	Merry Meats Butchers	1,500	18	6
	Blisham Local stores	1,700	20	7
	Windmill Shopping Village	3,100	37	12
Leisure	Yapton Chippy Takeaway	1,550	19	6
	Silhouette Hair Salon	1,550	19	6
	Recreation Ground	1,600	19	6
	Village Hall	1,650	20	7
	Free Church	1,950	23	8
	Allotments	1,900	23	8
	St Mary C of E Church	2,300	27	9
Healthcare	Avisford Medical Group	2,100	25	8

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Purpose	Destination	Total Distance	Walking Journey Time (mins)	Cycle Journey Time (mins)
	Meadowcroft Surgery	1,750	21	

= 'comfortable' walking (1,600m)/cycle distance (3.2km)

= 'Reasonable' walking (3,200km)/cycle distance (5km)

3.3 Key Destinations

3.3.1 The 2011 Census has been analysed to assist in understanding established travel patterns for people living in Ford and Yapton. **Table 3.2** summarises the work destinations (excluding those that work from home) of existing residents.

Table 3.2: Journey to Work Destinations (excluding work from home) – Ford and Yapton

Destination	% Journeys to Work
Chichester	24.6%
Littlehampton	13.9%
Bognor Regis	9.9%
Ford / Yapton	8.5%
Worthing	8.1%
Eastergate	5.8%
Arundel	4.1%
Horsham	3.0%
Angmering	2.9%
Felpham	2.5%
London	1.8%
Crawley	1.4%
Portsmouth	1.3%
Brighton	1.2%
Shoreham - by - Sea	1.0%
Havant	0.7%
Lewes	0.7%
Fareham	0.6%
Ferring	0.5%
Eastleigh	0.4%
Other	7.2%
Total	**100%**

Source: 2011 Census for the 'Arun 006' MSOA

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3.3.2 The Census data identifies that some 50% of the residents of Ford and the surrounding area work within Arun district, with 9% of those working within Ford/ Yapton itself and 14% in Littlehampton. Chichester is the largest employment draw for residents with 25% of residents working in Chichester.

3.4 Walking and Cycling Facilities

3.4.1 The local highway network in the vicinity of the site provides a range of pedestrian and cycling opportunities. This section of the FTP should be read in conjunction with the Local Facilities Plan provided at **Figure 3** and te Local Highway Network Plan provided at **Figure 4**.

Ford Road/Station Road/Church Lane

3.4.2 Ford Road is situated to the east of the development and provides for a continuous footway circa 2.5m on the western side of the carriageway. Along a majority of its length the footway is set back from the edge of the carriageway by a verge circa 1.0m wide. Dropped kerb crossing points are provided at all minor road junctions, and street lighting is provided for a section of the footway adjacent to HMP Ford.

3.4.3 To the north, Ford Road leads into Station Road. The footway continues north to, and past, Ford Railway Station and comprises a 2.0-2.5m footway. Along the majority of its length the footway is separated by a wide grass verge circa 2.5m wide.

3.4.4 To the south Ford Road leads into Church Lane where the route continues on the western side of the carriageway. A pedestrian refuge island is provided to the north of the access to Rudford Industrial Estate allowing pedestrians to cross to the eastern side of the carriageway. The footway on the western side ends to the south of the junction with Horsemere Green Lane, but the route continues on to the A259 on the eastern side.

A259

3.4.5 A 3.0m wide foot/cycleway is situated to the north of the A259 carriageway. The route was implemented by WSCC in 2018; NCN Route 2, a long-distance cycle route between Dover and St Austell, is to be diverted onto the new facility in 2019.

3.4.6 The junction of Church Lane/A259 is formed of a roundabout arrangement and, as part of the Climping Strategic Development, the roundabout is to be replaced by a larger roundabout arrangement. On the Church Lane arm of the junction, a pedestrian refuge island with dropped

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kerbs and tactile paving is provided (and will re-provided as part of the new junction arrangement) enabling pedestrians and cyclists to cross to the new foot/cycleway for westbound journeys.

3.4.7 A Toucan crossing, situated to the west of the Church Lane roundabout, is to be provided as part of the Climping Strategic Development and will enhance crossing provision over the A259 and onwards to Climping Beach. It also offers an alternative means to the use of the staggered refuge island crossing, to the east of the roundabout, for pedestrians and cyclists to cross the A259 in order to access the continuation of NCN Route 2 via Ferry Road to Littlehampton.

Yapton Road/Burndell Road/North End Road

3.4.8 B2233 Yapton Road is located to the west of the development site and no footways are present along the route.

3.4.9 To the north of its junction with Rollaston Park, Yapton Road joins with Burndell Road. A 2.0m wide footway is provided on the eastern side of the carriageway and dropped kerb crossings are provided at the junctions with Fordwater Gardens, Goodhew Close and Downview Road.

3.4.10 A footway on the western side of Burndell Road, circa 1.5m wide, commences to the north of Goodhew Close. A pedestrian refuge island crossing with dropped kerbs and tactile paving is provided at the mini roundabout with Bilsham Road. Street lighting is provided, and majority of this road is overlooked by residential properties.

3.4.11 A footway circa 2.0m wide is provided along the eastern side of B2132 North End Road from the junction with Burndell Road. A footway on the western side commences approximately 50m north of the junction and continues to reach Yapton C of E Primary School. The footway on the western side ends north of the Avisford Medical Centre but commences again after approximately 50m where the footway is separated from the carriageway by a wide grass verge.

3.5 Public Rights of Way

3.5.1 There is a substantial network of Public Rights of Way that run through and/or close to the site as shown in **Figure 5**, including:

- Footpath No. 175 provides an east-west connection between Church Lane and Yapton Road to the south of the site;

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- Footpath No. 366 provides an east-west connection between Ford Lane and The Towpath;
- Footpath No. 200_2 connects Footpath 366 with Burndell Road;
- Footpath 170 provides a north - south connection between Footpath 366_1 and Burdnell Road via Fordwater Gardens; and
- Footpath No. 200_3 provides a connection to Ford Road in the northeast corner of the site.

3.6 Non- Motorised User Audit Routes

3.6.1 The routes which future residents of the site would use to access the local facilities within Ford and Yapton have been assessed as part of a Non-Motorised User Audit. The Audit has identified any deficiencies in the existing network which may require improvement to encourage future occupants of the Development to walk and cycle to local services and facilities. The Audit is presented in **Appendix B.**

Route 1- Ford Road between proposed development and Ford Railway Station

3.6.2 This route provides a direct connection between the site and Ford Railway Station for onward journeys to destinations further afield including Littlehampton, Brighton, Portsmouth, and London. The route utilises pedestrian footways between the proposed site and Ford Railway station, via Ford Road and Station Road.

3.6.3 An assessment of the route identifies that it is:

- Convenient for pedestrians – the route provides a direct connection from the site to Ford Railway Station;
- Accessible for pedestrians – footways are present for the route with appropriate crossing provision;
- Safe for pedestrians – the footway is in generally good condition with smooth, hard surfaces suitable for walking;
- Comfortable for pedestrians – there is a good width footway circa 1.5m wide. MfS identifies 1.5m as sufficient to allow a wheelchair user or pushchair user to pass a pedestrian; and

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- Attractive – the nature of the route is attractive with well-maintained footways providing a direct link from the site to Ford Railway Station.

3.6.4 There is no specific cycle infrastructure along this route, with cyclists required to share the carriageway. It is noted that the route has been identified for a strategic pedestrian/cycle infrastructure improvement as part of the Infrastructure Delivery Plan associated with the adopted Arun Local Plan.

Route 2- Proposed development along the B2233 Yapton Road/ Burndell Road towards the Yapton Village

3.6.5 This route provides a direct connection between the site and Yapton Village from the pedestrian access from the site onto Rollaston Park Road, using the northern footway, then onwards using Burndell Road/ B2233 footway into Yapton Village centre.

3.6.6 An assessment of the route identifies that it is:

- Convenient for pedestrians – there are existing footways provided along the entire route on the eastern side of the carriageway that provide access to bus services and local facilities;
- Accessible for pedestrians – dropped kerbs are provided at the junctions with Burndell Road, however tactile paving is absent. Informal pedestrian crossing facilities are provided at the Burndell Road and Bilsham Road junction with dropped kerbs and tactile paving provided. The signalised puffin crossing facilities located in Yapton village centre provide a safe route for pedestrians;
- Safe for pedestrians – the route is safe with footways in good condition with smooth, good quality surfaces suitable for walking. The route benefits from natural surveillance from residential properties and is street lit from Rollaston Park Road along Burndell Road all the way to the facilities situated in Yapton;
- Comfortable for pedestrians – footways are provided along the route and remain between 1.5m and 2m wide for entirety of the footway with no pinch points. The footway allows for two pedestrians to pass one another and is a comfortable width for wheelchair users and prams; and
- Attractive for pedestrians – the nature of this route is attractive with street lighting provided along the route and well-maintained footways.

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3.6.7 There is no specific cycle infrastructure along this route, with cyclists required to share the carriageway. To address this, a scheme of cycle enhancement has been explored to provide cycle facilities that connect infrastructure within the site to Yapton and onwards infrastructure from Yapton secured from other Local Plan development proposals.

Route 3- A259 along Ferry Road east towards Littlehampton

3.6.8 Route 3 provides a connection between the site and Littlehampton Town Centre, which is located to the south-east of the site. Residents can access the route via either the pedestrian/cycle access onto Horsemere Green Lane or PROW FP175 onto Ford Road.

3.6.9 The route then turns south along Church Road on the approach to the A259, transitioning onto the shared footway/ cycleway on the northern side of the carriageway. A pedestrian refuge island crossing is located west of Ferry Road, and the route continues southward along Ferry Road to the foot/cycle bridge access into Littlehampton.

3.6.10 An assessment of the route identifies that the majority of it, with the exception of facilities on Horsemere Green Lane and Church Lane, is:

- Convenient - there is an existing footway provided along the entirety of Ferry Road and the A259 on the northern sides of the carriageway. The footway provides a distinct provision along Ferry Road heading east towards the town of Littlehampton;
- Accessible with improvement - the bridge over the River Arun provides access across to Littlehampton for both pedestrians and cyclists and forms part of the National Cycle route 2;
- Safe with improvement - the route is safe, with the footways in relatively good condition with hard surfaces which are suitable for walking;
- Comfortable with improvement - footways along Ferry Road are separated from the carriageway by a grass verge; and
- Attractive - the nature of this route is pleasant and is attractive. Ferry Road is lightly trafficked making it suitable for cycling on the carriageway. The existing footway provides an attractive route as it is separated from the carriageway.

3.6.11 Consented Local Plan development at Climping, to the south of Horsemere Green Lane, is to deliver a number of improvements to enhance connection to the A259 via Church Lane. In addition, the proposed development has identified a scheme of improvements along Horsemere

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Green Lane to complete the 'missing links' in the footway, and an alternative scheme of improvements adjacent to Church Lane to accommodate off-road cycle and pedestrian provision has also been identified.

Route 4 – Existing Byway 197 linking Crookthorn Lane to Climping Beach

3.6.13 This route consists of Byway 197, providing a connection between Crookthorn Lane and Climping Beach to the south of the site. The route begins at Crookthorn Lane and routes west past Clymping C of E Primary School. Byway 197 then routes south for approximately 975m before reaching Climping Beach.

3.6.13 An assessment of the route identifies that the route is:

- Convenient - the route provides a direct link between Crookthorn Lane and Climping Beach. A wider PROW network, including footpaths 171, 172 and 169, is accessible off Byway 197 that provide connections to Climping Street and Ferry Road.
- Accessible subject to maintenance - the route is accessible for walking and cycling, however, despite being classified as a byway, vehicular travel is not possible given the quality of the track surface in some sections and routine maintenance of the link is required to make it accessible to all users including pedestrians and cyclists;
- Safe subject to maintenance - the byway is not fit for access by general vehicular travel and provides no route for through traffic; as a result, pedestrians and cyclists are not at risk from collisions involving vehicles.
- Comfortable subject to maintenance - the route is predominantly flat however some sections of the track display potholes and uneven surfaces that are in need of routine maintenance; and
- Attractive subject to maintenance - the nature of this route is predominately pleasant and attractive. The gravel track is bordered on both sides by well-maintained farmland, with views to surrounding fields, however routine maintenance of the route is required.

Route 5 – Public Right of Way between Station Road and Footpath 206 along River Arun

3.6.14 This route provides a connection between Station Road, to the east of the site, and Footpath 206 along the River Arun. Footpath 206 provides onward routes north towards Arundel and south towards Littlehampton.

3.6.15 An assessment of the route identifies that the route is:

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- Not convenient - the route provides a direct off-carriageway link between Station Road and Footpath 206 to the east of the site for pedestrians, although the onward section of FP206 becomes submerged during high tide. Alternative direct routes are available for pedestrians and cyclists;
- Not accessible at all times or to all users - the route is a designated Footpath and is accessible only via walking. The first part of the footpath consists of a wide gravelled track, used to provide vehicular access to the Church of Saint Andrew. The remainder of the route is made up of grass or earth tracks. A section of Footpath 206 crosses a slipway that serves the Ship and Anchor Marina; during periods of high water, the footpath is submerged;
- Safe - the route diverges from the main carriageway, separating pedestrians from the main flow of vehicular traffic. Despite the first part of the route consisting of a vehicular access track, this section is signposted as private and is very lightly trafficked. The rural part of the route is well defined and wide enough for 2 people to pass in opposing directions. The track surfaces are even with little debris;
- Comfortable subject to high tide - the track surfaces are predominantly level with one section of moderate gradient change lasting approximately 6m. At periods of high tide part of the route becomes submerged and impassable/wet;
- Attractive - the first part of the route is bordered to the north by residential gardens and to the south by agricultural fields. The rural section of the route is bordered in some sections by vegetation and agricultural fields in others. The lack of urban scenery makes the route pleasant with views of the River Arun and rural landscapes.

3.7 Public Transport

Bus

3.7.1 The closest existing bus stops to the site are located on Yapton Road approximately 500m from the centre of the site. These stops are served by the regular flagship Stagecoach 700 'Coastliner' bus service. In addition, School Service 665 connects with Littlehampton and Westergate. There is a shelter and timetables provided at these stops. **Table 3.4** summarises the services available from the stop.

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Table 3.4: Ford Bus services

Service	Route	Service Frequency			First Bus (Mon – Fri)	Last Return (Mon- Fri)
		Weekdays	Saturdays	Sundays		
700	Littlehampton – Chichester	20-minute service	20-minute service	½ Hourly Service	05:27 to Chichester 06:01 to Littlehampton	21:23 from Chichester 22:34 from Littlehampton
665	Littlehampton – Westergate	School Service	-	-	2 services – depart at 07:31 and 07:38	14:50 from Westergate

Source: Traveline southeast

3.7.2 The Coastliner 700 service provides a genuine opportunity to travel to key destinations including Chichester and Littlehampton and offers a realistic alternative to using the car.

3.7.3 In addition, school bus services are available to numerous local schools including: Westergate Community School, Ormiston Six Villages Academy (via service 228), and Littlehampton Academy (via service 615).

Rail

3.7.4 Ford Rail Station is located approximately 2km to the northeast of the site and provides rail services operated by Southern. **Table 3.4** summarises the services available from the station:

Table 3.4: Ford Rail services

Destination	Service Frequency (per hour)			Average Journey Time
	Weekdays	Saturdays	Sundays	
Littlehampton	2 services	2 services	1 service	9 minutes
Portsmouth	2 services	3 services	2 services	46 minutes
Southampton	2 services	2 services	2 services	1hr 19 mins
Brighton	2-3 services	2 services	2 services	43 minutes
London	3-4 services	3 services	2 services	1hr 37 minutes

Source: National Rail

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SECTION 4 Policy, Aims, Objectives and Targets

4.1 National Policy

4.1.1 The National Planning Policy Framework (NPPF) (February 2019) sets the policy basis for the development of Travel Plans.

4.1.2 Paragraphs 108 and 110 of the NPPF state that plans should protect and exploit opportunities for the use of sustainable transport modes, and a key tool to facilitate this is a Travel Plan. All developments which generate significant amounts of movement are required to provide a Travel Plan. Sustainable travel objectives include the need to reduce the use of the private car (particularly for single occupancy journeys) and measures to promote walking, cycling and public transport use as alternatives to private car journeys.

4.1.3 Therefore, this FTP has been produced to outline measures to encourage travel by modes of transport other than single occupancy car use for residents of the proposed development, by promoting walking, cycling and public transport use as alternative methods.

Local Policy

4.1.4 This Travel Plan has been prepared having regard to the '*West Sussex County Council Development Travel Plan Policy*' draft document. This document identifies that Residential Travel Plans should provide a ***"commitment to delivering a range of measures to promote sustainable modes of transport"***. The draft document also sets out the thresholds for when a Travel Plan will be required in line with the former DfT '*Guidance on Transport Assessments*' (GTA).

4.1.5 Policy T SP1 of the Adoption Arun Local Plan (2018) reiterates national policy, stating that ***"...the Council will support transport and development which is supported by an effective and deliverable Travel Plan..."***.

4.2 Aims and Objectives

4.2.1 In line with the current national and local guidance, this FTP seeks to promote sustainable lifestyles amongst new residents. The primary aims of the FTP are as follows:

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- To reduce the number of single occupancy car journeys to the site so to reduce the traffic impact of development and the effect on the environment, in line with the objectives of NPPF; and
- To promote and improve the accessibility of the site by non-car modes of transport and thereby encourage the use of other travel modes.

4.2.2 The FTP also contains the following additional sub-objectives:

- To support a range of sustainable transport alternatives to provide future residents of the site with viable travel options;
- To develop an awareness of the options for sustainable travel to and from the site amongst residents;
- To promote car sharing, walking, cycling and public transport as safe, efficient, affordable alternatives to private cars and highlight the health and environmental benefits of using sustainable travel modes; and
- To reduce the impacts of car-based travel to the site on the local and strategic highway network and environment.

4.3 Targets

4.3.1 The inclusion of targets within the FTP will enable monitoring of progress against the objectives to be carried out and will ensure that the FTP seeks to actively meet its objectives.

4.3.2 The key target of the FTP has been set as follows:

"Over the period of the plan, achieve a 12-hour vehicle trip rate that is 10% lower than was forecast in the Transport Assessment for the site"

4.3.3 This target follows the SMART principle (specific, measurable, adjustable, realistic, time-based) and focuses on reducing the traffic generation of the site as a whole.

4.4 Baseline Position and Interim Targets

4.4.1 The forecast peak hour residential trip generation has been obtained from Section 7 of the TA. A factor of 6.22 has been applied to this figure to calculate the Annual Average Daily Traffic, consistent with the methodology set out in Chapter 10 of the Environmental Statement accompanying the planning submission. On this basis, the baseline target is to:

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"Reduce the number of vehicular trips generated by the site by 647 movements by the end of the Travel Plan period"

4.4.2 The overarching target of the plan will be to achieve a year on year reduction car trips from the development site to achieve the 10% reduction by the end of the Travel Plan period. As the site will deliver some 1,500 homes the length of the monitoring period will extend beyond the typical 5-year length of a Travel Plan. The final round of SAM monitoring will take place after all homes have been constructed and occupied.

4.4.3 It is forecast that the construction of the site will take a period of 10 years, with the trajectory associated with the Arun Local Plan identifying occupations commencing in 2020. As this will not be achieved, the FTP will be updated prior to first occupation to refine the monitoring of the development against its targets in accordance with the construction and occupation programme.

4.4.4 In addition to car reduction targets, it is important to identify a number of action targets to ensure that the commitments made by the developer through this FTP are delivered. The action targets are as follows:

- Nominate a Travel Plan Co-ordinator (TPC) prior to sales and marketing phase of development, and retain the TPC for the duration of the FTP;
- Undertake first phase of monitoring during the first year of occupation;
- Following the first phase of monitoring, review measures and targets to ensure that they remain appropriate. This will be repeated following SAM monitoring; and
- Once agreed with WSCC, update FTP with any necessary revisions to measures.

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SECTION 5 Site Layout and Infrastructure Measures

5.1.1 This section of the FTP describes the on-site and off-site infrastructure measures which will encourage residents to travel using sustainable modes.

5.1.2 The development seeks to pro-actively encourage the use of sustainable transport to influence travel behaviour from the outset. To support this, the development seeks to 'front-load' the provision of sustainable infrastructure, as opposed to introducing penalties for not achieving targets by the end of the Travel Plan period. Such an approach enables positive travel behaviours to be developed from occupation, whereas influencing established and long-standing travel behaviours is less likely to achieve the desired car trip reductions.

5.2 On Site Infrastructure Measures

5.2.1 To promote sustainable movement, the layout of the site will provide for a comprehensive network of footways and routes within the site to provide pedestrian and cycle permeability.

5.2.2 To promote walking and cycling the following measures are proposed:

- Creation of a permeable site layout which provides multiple and convenient opportunities from the site to link into local facilities, particularly the foot and cycleway network surrounding the site;
- The main spine road through the site, as well as the access junctions onto Ford Lane and Yapton Road, have been designed to accommodate bus services. A service will be provided that provides a connection to Barnham Railway Station and Littlehampton Town Centre, and discussions with Stagecoach regarding the potential diversion of the Coastliner 700 Service through the site are on-going;
- Services and facilities required by day-to-day residential living, such as education, retail, leisure and community use will be provided on site, thus minimising journey distances;
- The layout of the site will place an emphasis on making access to the Local Centre by sustainable modes of travel easy and convenient. The central location of facilities will minimise journey distance for all residents, and the parking strategy for these buildings will be subject to thorough consideration to discourage the use of cars for short journeys;

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- Delivery of a network of roads within the site that are designed as low speed streets, suitable for movement by all modes of travel, particularly walking and cycling; and
- To encourage cycling, the Development will provide good quality cycle parking in line with WSCC's parking standards. The precise quantum, location and specification of these facilities will be determined at the reserved matters stage.

5.3 Off Site Infrastructure Measures

5.3.1 To encourage walking and cycling trips and address the issues identified in the Non-Motorised User Audit, a package of infrastructure improvements has been developed.

West of Site

5.3.2 A scheme of works is proposed to enhance the existing pedestrian route between the site via Rollaston Park and Burndell Road, to facilitate pedestrian journeys between the site and Yapton. The proposed improvements are shown in **Drawings ITB13091-GA-200, 201, 202, 203 and 204**, and comprise the following:

- The provision of an uncontrolled pedestrian crossing with tactile paving and dropped kerbs on the Johnson Way/ Rollaston Park junction;
- The provision of an uncontrolled pedestrian crossing with tactile paving and dropped kerbs on Rollaston Park;
- The provision of an uncontrolled pedestrian crossing with tactile paving on existing dropped kerbs on Yapton Road next to the bus shelter;
- A new proposed footway extension immediately north of the bus shelter on Yapton Road to tie into the proposed uncontrolled pedestrian crossing;
- Provision of vehicle crossovers and narrowing of pedestrian crossing distance at both junctions leading into Drake Grove from the B2233/ Burndell Road;
- The provision of tactile paving at the existing dropped kerb on the Fordwater Gardens and Burndell Road junction; and
- The provision of tactile paving at the existing dropped kerb on the Goodhew Close and Burndell Road junction.

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5.3.3 In addition, a scheme of cycle improvements has been identified to enhance connectivity between the site and Yapton. The proposed improvements are shown in **Drawings ITB13091-GA-059 Rev A - 061 Rev A,** and comprise:

- The provision of on-carriageway cycle lane demarcation extending from Rollaston Park (and forming an onward connection to cycle/pedestrian facilities routing through the development site from Rollaston Park through to Horsemere Green Lane and to the A259 in the south) through to Burndell Road/Bilsham Road junction;
- Hatched green marking across junctions along the length of the route to denote the presence of cyclists and cyclist priority;
- Connection to Yapton Village hall, to the east of the Bilsham Road/Burndell Road junction; and
- Onward connection, shown indicatively, to the potential Yapton-Barnham cycle route associated with planning consent Y/91/17 and Y/92/17. The termination of the route will be agreed as part of the detailed design of the route in accordance with infrastructure present at the time of implementation.

South East of Site

5.3.4 A scheme of pedestrian improvements on Horsemere Green Lane has been identified to complete the 'missing links' and provide connectivity to the bus stop on Yapton Road. The scheme of works is presented in **Drawing ITB13091-GA-058**.

5.3.5 A scheme of works is proposed to enhance the existing pedestrian route between Horsemere Green Lane and NCN Route 2 (at the Church Lane Roundabout). The improvements will provide a shared-use pedestrian/cycleway to facilitate cycle and pedestrian journeys between the site and Littlehampton to the east and Bognor to the west. The proposed improvements are shown in **Drawing ITB13091-GA-600**, and comprise:

- The widening of the existing footway to provide a 2.5m-3.0m wide pedestrian/cycleway on the eastern side of Church Lane to connect with Horsemere Green Lane;
- Widening of the carriageway at the Church Lane/Horsemere Green Lane junction to accommodate a 3.0m wide path on the approach to a dropped kerb and tactile paving crossing; and
- A tie-in to the existing/diverted NCN Route 2 pedestrian/cycleway to the north of the A259 carriageway.

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North East of Site

5.3.6 A scheme of works is proposed to enhance the existing pedestrian route between Ford Lane and Ford Railway Station in order to provide an off-road shared use pedestrian/cycleway between the site and the station.

5.3.7 This route will encourage access to regular rail services available at the station and provide an alternative means of undertaking medium-long journeys by modes other than private car. The proposed improvements are shown in **Drawings ITB13091-GA-006 Rev A – GA-010 Rev A** and comprise the following:

- The provision of an uncontrolled crossing, formed of dropped kerbs and tactile paving, at the Ford Lane/Ford Road junction;
- The realignment of Station Road to enable a shared pedestrian/cycleway to be provided between the junction of Ford Lane and Ford Railway Station on the western side of the Station Road carriageway.

East of the Site

5.3.8 A new connection to Footpath 206 is to be provided over land under the control of the Applicant. The route comprises a 3m wide shared use pedestrian/cycle facility as shown in **Drawing ITB13091-GA-400**.

5.3.9 In addition, the scheme includes minor widening on Ford Road to provide a refuge island crossing of Ford Road to enhance connectivity from the proposed development site.

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SECTION 6 Soft Measures

6.1 Introduction

6.1.1 This section of the FTP describes the non-infrastructure or 'soft' measures that will be developed and promoted for the residents of the new development; it covers:

- Measures to encourage residents to walk and cycle;
- Measures to encourage residents to use public transport;
- Measures to encourage residents to car share, and;
- Information provision.

6.2 Promotion and Communications

6.2.1 New residents will be provided with travel information during the purchase of their property. The initial sales pack will include a leaflet about the sustainability credentials of the Development, and staff will be trained in personal journey planning so that this service can be offered to new residents shortly after completion of their purchase. This will offer an in-depth, personalised approach to identifying the sustainable travel choices available to residents and will be advertised through the welcome pack. The staff will be fully briefed on the content and purposes of the Travel Plan and will be able to highlight the incentives to prospective purchasers.

6.2.2 Within seven days of occupying their home residents will be provided with a letter/leaflet informing them about the FTP.

6.2.3 To ensure access to up to date information for residents, a community notice boards will be located within the site. These boards will contain up to date bus and rail timetable information, and information on car sharing. The board will also provide walking and cycling facilities maps. The location of the boards will be identified as part of future Reserved Matters Applications in relation to site layout, and it is envisaged that a total of 3 boards will be provided.

6.2.4 The Travel Plan Co-ordinator will also set up a Community travel website. This could take the form of a social media site / group which would enable the dissemination of the information above. It will also provide an interactive travel planning resource; for example, residents will be able to discuss Travel Plan matters in an open forum (and this might, for example, be helpful in enabling experienced cyclists to guide less experienced ones). It could also be used to enable

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residents to post their own helpful information, advice and tips and it is envisaged that this would continue as a functioning page indefinitely.

6.3 Residential Travel Information Packs

6.3.1 The first occupier of each household will be provided with a residents' travel information pack within seven days of occupying their new home. The pack will contain information about the objectives of the Travel Plan, non-car mode travel options and provide a range of incentives to encourage the use of non-car modes of transport. It is proposed that the following items will be included in the resident's travel information pack:

- An information leaflet about the Travel Plan, its aims and objectives, how to get involved and how travel will be monitored and reported back to residents;
- A plan of the new development, highlighting local facilities, the walking and cycling routes to these with indicative travel times, locations of local cycle parking, and the location of bus stops;
- A £150 (or a value equivalent to £150 as of 1st February 2020) sustainable travel voucher for the first owner of each dwelling that can be used for one of the following measures:
  - A bus travel voucher to encourage travel by bus;
  - A cycle purchase voucher to assist with the purchase of a bicycles; and
  - A voucher towards a rail season ticket to encourage travel by rail.
- Information about the community travel website and the locations of community notice board providing local travel information;
- Information about opportunities to travel to local schools in the vicinity of the site by sustainable modes, including details of any local school Travel Plans;
- Bus and rail maps and timetable information;
- Information about journey planning services, e.g. www.nationalrail.co.uk and www.travelinesoutheast.co.uk;
- Information about car sharing through WSCC's lift share scheme (https://westsussexcarshare.com/);
- Copies of WSCC's cycle plans;

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- Information about cycling training courses for school children (https://www.westsussex.gov.uk/roads-and-travel/road-safety/cycle-safety-courses-for-school-children/);
- Promotion of West Sussex cycle and multi-modal journey planning website:
  - https://www.westsussex.gov.uk/roads-and-travel/travel-and-public-transport/rail-air-and-ferrytravel/plan-your-train-journey/
  - https://www.westsussex.gov.uk/roads-and-travel/travel-and-public-transport/plan-your-journey/); and
- Information about home delivery services offered by local supermarkets.

6.4 Car Sharing

6.4.1 The use of car sharing will be promoted amongst residents of the development, with particular emphasis on journeys to work. Car sharing not only cuts the costs of travelling to work for the individual, but also reduces the number of residents making similar journeys at the same time, thereby reducing the impact of the development at peak hours on routes between the site and local employment areas. This, in turn, contributes to reducing vehicular emissions and therefore meeting local air quality targets.

6.4.2 Measures will be taken to promote car sharing to new residents by providing information found on the Liftshare website about their lift sharing scheme (www.liftshare.com). This provides an accessible and safe way for potential car sharers to identify people undertaking similar journeys.

6.5 Walking and Cycling

6.5.1 Several pedestrian and cycle access points to the site are proposed, enabling local journeys to key destinations to be undertaken on foot or by bicycle. All new residents will be issued with a Residents 'Travel Pack' which will include details of journey planning websites, walking and cycle maps, local cycle shops and bus timetable information. Residents will also receive such information via other ongoing communication.

6.5.2 Other measures that will be implemented to promote walking and cycling include:

- All dwellings will be provided with cycle parking in line with current local parking standards;

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- A bicycle user group (BUG) will be set up for the new development. This will enable cyclists to share information on routes, safety, cycle maintenance etc. It will also enable less experienced cyclists to contact experienced cyclists and therefore to obtain information, guidance and potentially a 'cycling buddy' to accompany them on cycle journeys;
- The Travel Plan Co-ordinator will assist with the dissemination of information regarding the user group and will help residents get in contact with one another. Where possible, the Travel Plan Co-ordinator will attempt to negotiate discounts or promotions for residents at local cycle stores; and
- The Travel Plan Coordinator will also promote 'Bikeability' cycle training courses to residents and will attempt to organise group training sessions if enough residents are interested.

6.6 Public Transport

6.6.1 Information on the public transport routes and infrastructure serving the new development will be made available to new residents through the Residents' Travel Information Pack.

6.6.2 Residents will be kept up-to-date through notice boards within the development and via a Travel Plan website of changes to public transport timetables, events/issues/works potentially affecting public transport journeys, and the cost of season tickets.

6.6.3 In addition, the Travel Plan Coordinator will collaborate with local public transport operators to discuss whether there is the opportunity to provide an improved, more frequent service, improved bus waiting areas, ticket discounts and trial initiatives.

6.7 Car Club

6.7.1 The provision of car club vehicles and dedicated parking spaces will be explored with local providers (e.g. Enterprise Car Club). Subject to the agreement of suppliers, a minimum of 3 car club vehicles will be provided across the development accessible to both residents of the development and the general public.

6.7.2 The provision of car club parking spaces will be incorporated into the design of layout through Reserved Matters Application and the introduction of vehicles phased in accordance with advice from specialist providers.

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6.8 Summary

6.8.1 Measures are proposed to promote the use of walking, cycling and public transport amongst new residents for local journeys and to reduce single occupancy car journeys through promoting car sharing. The proposed measures aim to achieve the objectives set out in Section 4 of this report. A range of information and marketing initiatives are also proposed to encourage awareness and participation in the Travel Plan by local residents from the outset. **Table 6.1** presents a summary of the measures.

Table 6.1: Sustainable Transport Strategy

Objective	Measure	Timescale
Overall cross-objective	Appoint a Travel Plan Coordinator	Prior to Occupation
	Develop website / twitter feed	Prior to Occupation
	Distribute Travel Welcome Packs	Prior to Occupation
Reduce the Need to Travel	Deliver connections to broadband network	Prior to Occupation
Promotion of Walking and cycling	Walking and cycling maps and health information	Prior to Occupation
	Package of Walking and Cycling Infrastructure improvements as set out in Section 5 + cycle storage	Phased with Development
	Delivery of MfS layout – interconnecting streets, shared streets and home zones	Phased with Development
	Offer of a £150 travel voucher to each dwelling for cycle equipment purchase	On occupation (within Travel Information Packs)
	Set up a Bicycle User Group (BUG)	6 months after occupation
Promotion of Public Transport	Promotion of digital travel applications (including the Stagecoach App)	Prior to Occupation
	Provision of bus stop infrastructure in the site	Phased with Development
	Offer of £150 Bus Taster ticket	On occupation (within Travel Information Packs)
Managing Car Demand	Promotion of car sharing schemes through WSCC/Liftshare	Ongoing
	Installation of electric vehicle charging facilities	Phased with Development
	Installation of car club parking spaces and vehicles	Phased with Development

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SECTION 7 Management and Implementation

7.1 Travel Plan Management

7.1.1 The Developer will nominate an individual or company to act as the Travel Plan Co-ordinator (TPC) for the site. Contact details will be supplied to WSCC prior to first occupation of the Development.

7.1.2 The TPC will be supported by a steering group, potentially comprising representative of any housing association(s), the highway authority (WSCC), the local authority sustainable travel co-ordinator, other local authority officers as needed (e.g. cycling, public transport), and voluntary residents' representatives.

7.1.3 The steering group will meet every 6 months during the first two-years and then again during SAM monitoring years. This extensive management period will enable the Travel Plan to be well established by the time the developer leaves the site. A framework for the long-term continuation of the Travel Plan is set out at Section 7.7.

7.2 Role of Travel Plan Co-ordinator

7.2.1 The role of the Travel Plan Co-ordinator will be as follows:

- To prepare the Full Travel Plan prior to first occupation of the new homes and to prepare the Employment Travel Plan prior to occupation of the commercial space;
- To manage the day to day delivery of the FTP measures;
- To set up and act as Chairperson to the Steering Group, through which the progress of the Travel Plan will be monitored, and key decisions taken as necessary;
- To market the Travel Plan to encourage interest and involvement of residents;
- To maintain a good level of knowledge of sustainable travel opportunities in the vicinity of the site, so as to provide a basic personal journey planning service for residents, i.e. how to access schools, workplaces and local facilities by non-car modes;
- To liaise with local public transport operators and local authorities on appropriate measures, such as negotiating possible discounted bus tickets or obtaining information on any local travel plan measures and networks;

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- To negotiate discounts with local cycle shops for residents;
- To organise monitoring of the Travel Plan in line with the strategy outlined in Section 8; and
- To provide monitoring and feedback to residents and to liaise with the local authority as necessary.

7.3 Involvement of Residents

7.3.1 Involvement of residents will be key to the success of the sustainable transport measures. The first owner of each dwelling will be provided with Travel Plan information by the Sales Office and provided with a Residents' Travel Information Pack on completion of their purchase. The Travel information pack will be kept up to date for the duration of the travel plan.

7.3.2 The Travel Plan Co-ordinator will liaise regularly with residents to understand their particular needs and concerns and to examine ways of addressing them. The Travel Plan Co-ordinator will also aim to maintain interest amongst residents through the following means:

- Occasional leaflet drops providing information about the Travel Plan, advertising the website and reporting the results of the monitoring;
- Involvement of resident volunteers in the monitoring process (to be recruited by the Travel Plan Co-ordinator); and
- The steering group will involve resident participation and will review and develop other methods of ensuring ongoing involvement from residents.

7.4 Framework for Implementation

7.4.1 The Travel Plan Co-ordinator will be nominated three months before the first occupation of the new development, in order to commence preperation of the initial Travel Plan measures in time for the first occupations. **Table 7.1** sets out an action plan:

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Table 7.1: Action Plan

Measure		Timescale	Responsibility
Infrastructure Measures as per Section 5		To be phased in line with the development.	Developer
Travel Plan Co-ordinator		Nominated three months prior to 1st occupation.	Developer
Full Travel Plan		Prior to 1st occupation	TPC
Steering Group		1st meeting six months after appointment of TPC. Subsequent 6 monthly meetings for first two years after first occupation.	TPC
Information Development and Provision	Training of sales team about the Travel Plan	Training as part of induction process.	Developer
	Production of Travel Plan information for sales packs	To be developed before 1st occupation.	TPC
	Production of Residents' Travel Information Packs	To be developed before 1st occupation.	TPC
Develop community travel website		To be developed before 1st occupation.	TPC
Sustainable Travel Voucher		A £150 voucher to be included in resident's travel packs at 1st occupation for each dwelling.	Developer
Community travel noticeboard		To be phased in line with development.	TPC
Promote car share schemes		With Residents' Travel Information Pack and on website/community notice boards.	TPC
Walking / cycling / local facilities / rail maps and journey planning services		With Residents' Travel Information Pack and on website/community notice boards.	TPC
Develop bicycle user group		6 months after occupation	TPC

Source: i-Transport

7.5 Funding

7.5.1 The Developer will fund the following items:

i The transport infrastructure outlined in Section 5 of the FTP;

ii The TPC role for the duration of the plan period;

iii The initial implementation of the measures outlined in Sections 5 and 6 and Table 7.1; and

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iv. The monitoring surveys outlined in Section 8.

7.5.2 Going forward, the most likely source of funding for the Travel Plan will be through Management charges. The aim will be to take steps to enable the Travel Plan to become self-funding by the time that the development is complete.

7.6 Enforcement

7.6.1 The implementation of the Travel Plan will be secured as a condition to the planning consent. The condition will secure the following matters:

- Implementation of the Framework Travel Plan, including the measures outlined in the Action Plan (Table 7.1) and the ongoing monitoring of the plan;
- Preparation and agreement of a Full Travel Plan prior to first occupation of the development (or a specific phase thereof);
- Preparation of an Employment Travel Plan prior to occupation of the commercial space; and
- Appointment of a Travel Plan coordinator to be responsible for implementing the plans, who will be retained for the duration of the travel plan period.

7.7 Framework for Handover at End of the Developer Involvement

7.7.1 At the end of the travel plan monitoring period the developer will no longer be responsible for the management of the Travel Plan. However, the Travel Plan Co-ordinator will offer residents the opportunity to set up a Travel Plan working group. The Travel Plan Co-ordinator will seek to 'hand-over' the Travel Plan Co-ordinator role to this group.

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SECTION 8 Monitoring

8.1 Monitoring

8.1.1 The total monitoring programme of the travel plan will run for the duration of the plan period, with a final survey being undertaken after the site is complete and occupied. Monitoring will be primarily undertaken in two ways:

- TRICS SAM Surveys; and
- A travel questionnaire.

SAM Surveys

8.1.2 In accordance with WSCC's guidance, formal monitoring will be undertaken in line with the TRICS Standard Assessment Methodology (SAM). The Travel Plan Co-ordinator will supply WSCC with observed statistical data showing how the residents travel to the development and details of the measures employed to encourage sustainable travel.

8.1.3 The first TRICS SAM survey will be carried out during the first year of occupation on the site. This will ensure that the survey captures information about an established critical mass of residents. Subsequent TRICS SAM surveys will be undertaken every other year until the end of the plan period – e.g. years 3, 5, 7, 9 and post full occupation.

Travel Questionnaires

8.1.4 Questionnaire surveys will also be used to determine the effectiveness of the Travel Plan measures and enable residents to remain involved in the Travel Plan process. The first questionnaire survey will be undertaken during the first year of occupation on the site and then year during non-SAM monitoring years (e.g. years 2, 4, 6, 8 and 10) following first occupation. An example questionnaire is included as **Appendix C**.

8.1.5 The surveys will determine a number of important statistics such as work destination, number of cars and bicycles per household, modal split of work, educational and leisure journeys and preferences towards the availability and use of more sustainable modes of transport. These surveys will be used to determine travel patterns to and from the site, to assist with setting objectives for the Travel Plan and to monitor travel patterns at the site over set periods of time to quantify modal shift.

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8.1.6 In order to maximise response rates to the survey there will be incentives, such as a prize draw entry, encouraging residents to take part. In the event that the survey does not get a desired response of 20% or more, it will be re-distributed to residents after 6 months, with further promotion and greater incentives for taking part.

8.1.7 The results of the surveys and the analysis will be included in an updated Travel Plan, or the first monitoring reports, with the Travel Plan targets updated accordingly.

Use of Surveys

8.1.8 The results of these surveys and statistical analysis will form the basis of discussions with the local planning and highway authorities to examine how the Travel Plan is continuing to influence travel behaviour and to discuss alternative measures that could be incorporated within the plan to achieve further success.

8.1.9 The TPC will monitor and review the progress and success of the Travel Plan and make all users aware of the progress made and the effectiveness of the sustainable travel solutions. The review will involve the local planning authority as well as the Steering Group. The use of newsletters will assist in informing users of any new measures and give them an understanding of how the Travel Plan is operating.

8.2 Reporting

8.2.1 During SAM monitoring years, a monitoring report will be prepared and submitted to WSCC. The monitoring report will set out the results of the travel survey against the targets and objectives identified within the Travel Plan. Residents will also be informed of the survey results via newsletters, the community travel website and notice boards. The following information is likely to be provided:

- Recap of the site travel plan's objective and agreed targets;
- Monitoring methodology;
- Summary of monitoring results, presented in relation to agreed targets;
- Progress against agreed measures;
- Corrective measures to get the plan back on track if targets are not met; and
- Proposals to further develop the Travel Plan for the future.

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8.2.2 The TPC will make all users aware of the progress made and the effectiveness of the sustainable travel solutions. The use of newsletters distributed to all users will assist in informing users of any new measures and provide an understanding of how the Travel Plan is operating.

8.3 Remedial Measures

8.3.1 Should the Travel Plan targets not be met by the end of the monitoring period, the Developer will use reasonable endeavors to work with WSCC to identify a strategy and to agree further reasonable actions to get the Travel Plan back on track. This will include a second and final £150 (or equivalent value as at 1st February 2020) to all residents in the event that the trip rate reduction target is not achieved.

8.3.2 The traffic assessments carried out in the supporting TA are based upon a 'without Travel Plan' situation and demonstrate that the impact of the development on the local highway network, after highway improvements, is acceptable in highway and safety terms. On this basis, the Development is not dependent upon the success of the Travel Plan in making it acceptable in terms of traffic impact on the local highway network.

8.3.3 The proposed sustainable transport strategy and all of the associated measures will provide a genuine opportunity for the 10% reduction in development generated car movements to be achieved. This will provide further benefit to the operation of the local highway network, as well as offering health, cost and lifestyle benefits to local people.

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SECTION 9 Summary

9.1.1 i-Transport has been appointed by Redrow Homes Limited and Wates Development Limited to provide highways and transport advice for the proposed development of Ford Airfield of up to 1,500 new homes, a local centre, a primary school including nursery, 9,000sqm of employment/ business uses (use class B1) and a number of sport and recreation facilities.

9.1.2 This FTP has been produced to outline the measures to be used to encourage travel modes other than the use of private car for residents of the proposed development. The FTP has been developed in accordance with the 'West Sussex County Council Development Travel Plan Policy' draft guidance document.

9.1.3 There is a good range of everyday services and facilities within a reasonable walking and cycling distance from the site including education, employment, and leisure facilities providing opportunities for many journeys to be satisfied locally by sustainable modes, particularly walking and cycling.

9.1.4 Pedestrian and cycle access will be provided from the site onto Ford Lane, Ford Road, Rollaston Park and Horsemere Green Lane in order to access existing pedestrian and cycle infrastructure in the vicinity of the site.

9.1.5 A range of network improvements are proposed as part of the development, including:

- Enhancement of the pedestrian and cycle route into Yapton to the north west of the site;
- The introduction of a shared pedestrian/cycleway between Ford Lane and Ford Railway Station; and
- The improvement of pedestrian facilities on Horsemere Green Lane and the introduction of a shared pedestrian/cycleway between Horsemere Green Lane and the Church Lane/A259 roundabout to connect into NCN Route 2.

9.1.6 The illustrative layout of the site has been designed to accommodate bus movements, and this principle will be retained as the design develop. Bus services will be provided through the site to connect to Barnham Railway Station and Littlehampton Town Centre. The potential to divert the 700 'Coastliner' bus service through the site is subject of ongoing discussion with Stagecoach.

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9.1.7 To achieve the aims and objectives of the FTP, a package of 'soft measures' designed to encourage residents to consider sustainable travel opportunities has been developed. The FTP identifies the following measures:

- Provision of a residents 'Residents Travel Information Pack', to provide information of travel opportunities and to promote travel;
- Offer of a sustainable travel voucher to be used either on public transport or on cycle equipment;
- Creation of a community travel website, to provide travel information to residents;
- Creation of a steering group consisting of local residents to guide and oversee the delivery of the Travel Plan;
- Community noticeboards to identify travel opportunities and incentives; and
- Promotion of local car-share and bicycle user groups.

9.1.8 The progress against the Plan targets will be monitored through the life of the plan and until such a time construction of the site is completed and dwelling occupied. The plan will be monitored using Residents Travel Survey and the TRICS SAM. These surveys will be used to identify resident travel patterns and used to set objectives of the Travel Plan.

ARUN DISTRICT COUNCIL F/4/20/OUT

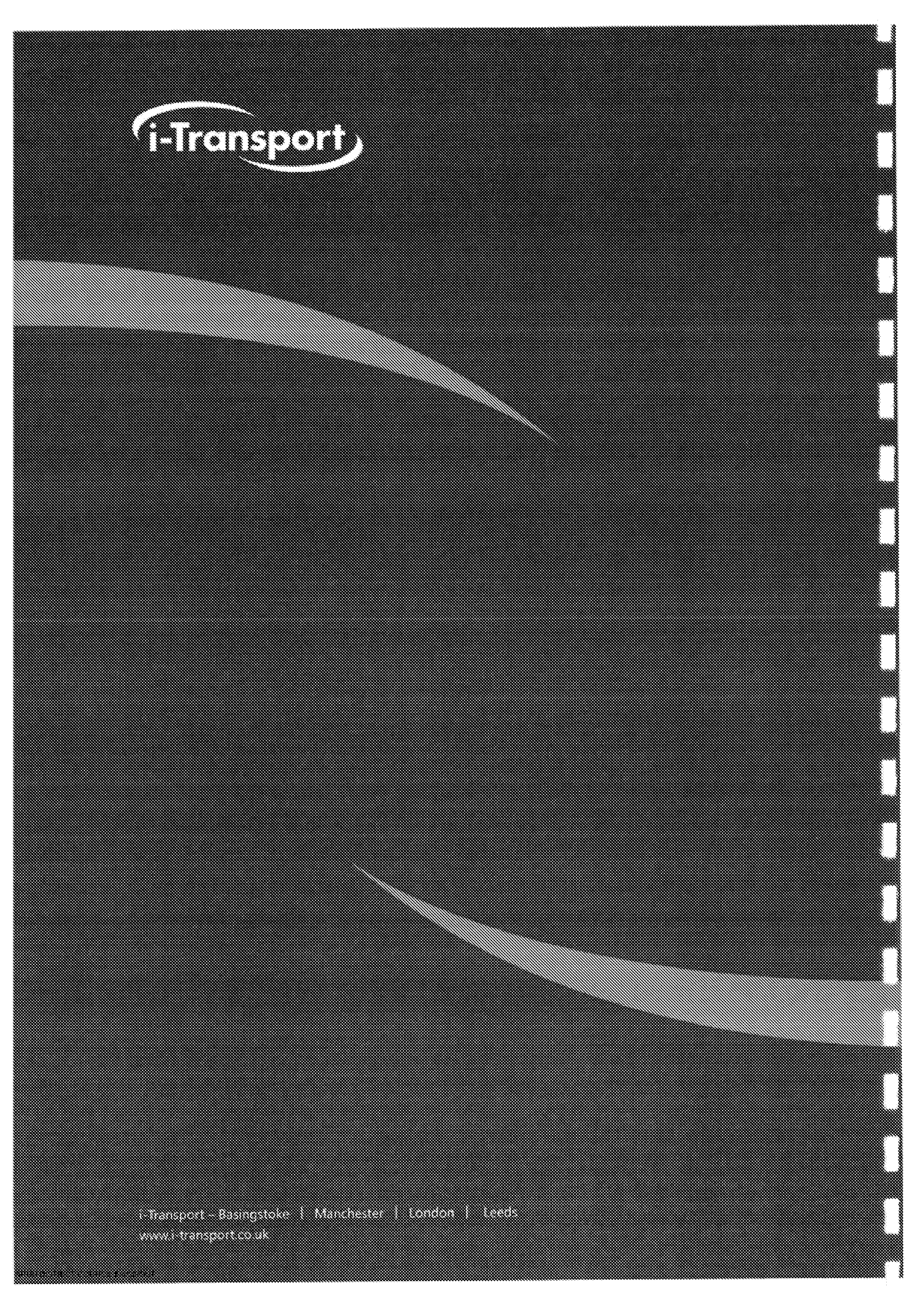
FIGURES

DRAWINGS

APPENDIX A. Illustrative Masterplan

APPENDIX B. NMU Audit

APPENDIX C. Travel Questionnaire Example



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www.i-transport.co.uk

APPENDIX 19 – THE ROUTING PLAN (PLAN B)

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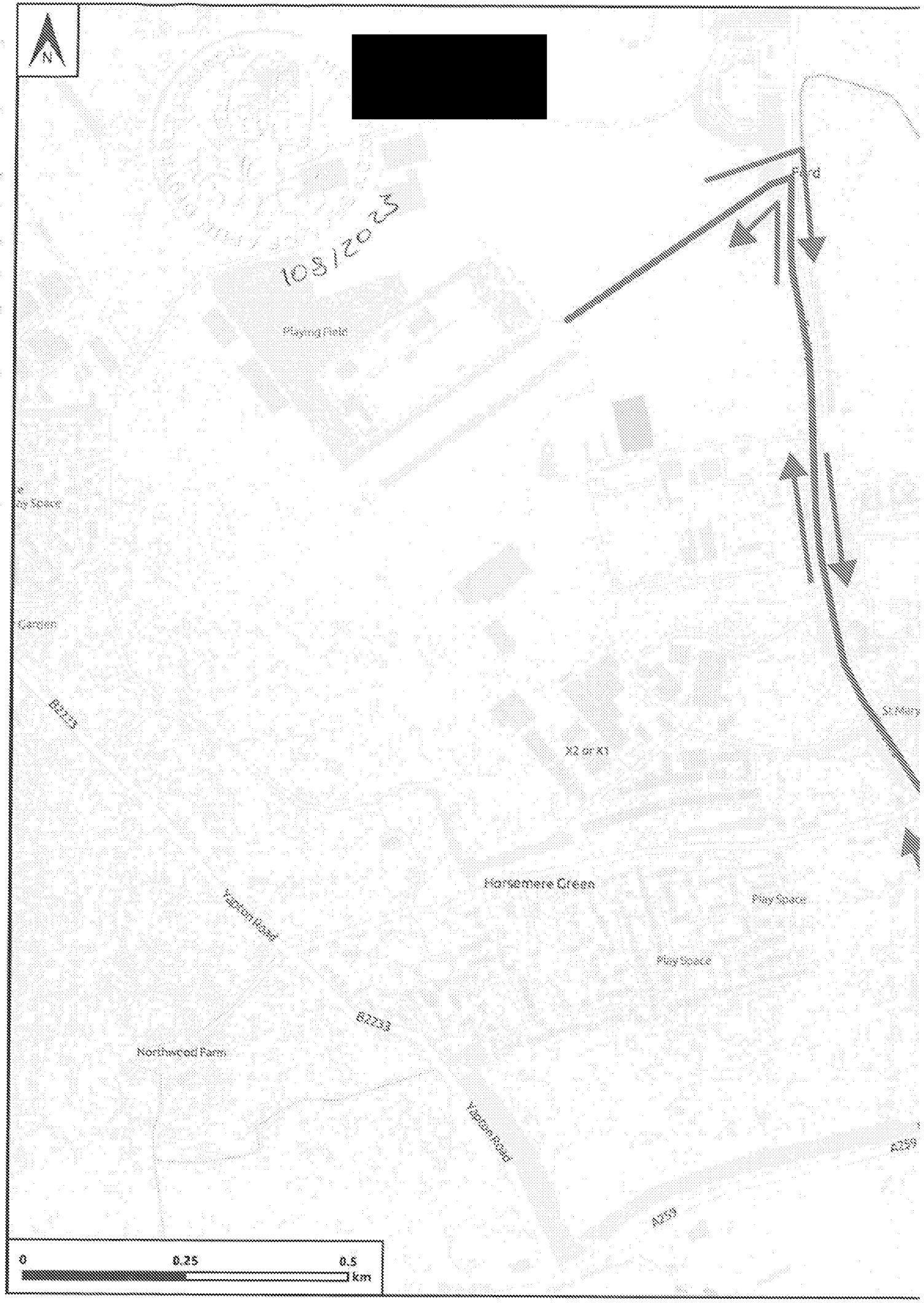

ARUN DISTRICT COUNCIL F/4/20/OUT

APPENDIX 20 – THE LORRY ROUTING LETTER

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Draft Letter

YOUR COMPANY'S HEADED PAPER

Dear Sir/Madam

RE: LAND AT FORD AIRFIELD, FORD

As you may be aware, planning permission reference F/4/20/OUT and [RMAs] have been granted by Arun District Council authorising up to 9,000 sqm of employment floorspace ("Employment Zone") at the above location.

These works have already commenced and are [continuing] **OR** [completed].

The occupation and use of the Employment Zone is likely to necessitate heavy goods vehicles (HGVs) accessing this part of the site and it is recognised that it is important to minimise the impact of their use. Hence, HGVs travelling to and from the Employment Zone shall only use Ford Road/Church Lane by turning right out and left in to the site access and following Ford Road/Church Lane down to the A259 as shown on the attached Prescribed Route plan.

All the lorry drivers coming to and from the Employment Zone will be required to abide by the Prescribed Route but in order to ensure that this agreement works, if you see our vehicles on the local roads where they should not be travelling, please inform us by contacting [telephone number and contact name to be provided]. Alternatively you may contact the County Council on 01243 642105. Thank you in advance for your patience during these works.

We hope we have given you sufficient explanation of our proposals. However, if you have any further questions or require any further information, please telephone [insert telephone number] where our staff will be happy to help you.

Yours faithfully

[NAME, TITLE]

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EXECUTED AS A DEED by affixing

the Common Seal of

ARUN DISTRICT COUNCIL

in the presence of

.....

Authorised Signatory

Name:

Job Title:

Seal Book Number. 108 /2023

EXECUTED AS A DEED by affixing

the Common Seal of

WEST SUSSEX COUNTY COUNCIL

in the presence of

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A

Name:

Job Title:

Seal Book Number.

EXECUTED as a deed by

PETER HAGUE

In the presence of

Witness name: Tina Webster

Witness address: Partner
Irwin Mitchell LLP
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CARLEY KUSTOSZ

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Occupation: Solicitor

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CLAIRE HUMPHRIES

In the presence of

Witness name: .....

Witness address: .....Irwin Mitchell LLP
Thomas Eggar House
Friary Lane
Chichester PO19 1UF

Occupation: .....Solicitor.....

EXECUTED AS A DEED by

WATES DEVELOPMENTS LIM

acting by:

Signature .....

Director

Print Name .....DAVID BRACKMAN.....

Signature .....

Director

Print Name .....DAVID BRACKMAN.....