Date: 19 December 2013

(1) HENRY FERDINAND WHITAKER

(2) WILMINGTON HOMES LIMITED

(3) ARUN DISTRICT COUNCIL

(4) WEST SUSSEX COUNTY COUNCIL

Agreement Under Section 106 of the Town and Country Planning Act 1990

relating to

Land at, Hollyacre, Toddington Lane, Littlehampton, West Sussex

Blake Lapthorn

Seacourt Tower
West Way
Oxford
OX2 0FB

Reference:

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THIS AGREEMENT IS MADE THE 19 DAY OF December 2013

BETWEEN

(1) **Mr Henry Ferdinand Whitaker** of Hollyacre Farm Toddington Lane Littlehampton West Sussex ("Owner") in his capacity as owner

(2) **Wilmington Homes Limited** (Company Number 05594420) of Thatchers The Thatchway Angmering West Sussex BN16 4HJ ("Applicant");

(3) **Arun District Council Council** of the Arun Civic Centre 1 Maltravers Road Littlehampton West Sussex BN17 5LF ("ADC");

(4) **West Sussex County Council** of County Hall Chichester West Sussex PO19 1RQ ("WSCC").

BACKGROUND

(A) The Owner is the registered freeholder of the Land.

(B) The Applicant has entered into a Contract with the Owner for the purchase of the Land.

(C) The Applicant has by planning application number LU/116/13 applied to ADC for planning permission to construct the Development on the Land.

(D) The Owner and the Applicant have agreed to enter into this Deed in order to secure the planning obligations within.

(E) ADC is the local planning authority for the purposes of the Act and the local housing authority for the area in which the Land is situated.

(F) WSCC is the highway authority, the local fire and rescue authority, the local library authority, and the local education authority for the area in which the Land is situated.

(G) ADC resolved on the 13TH November2013 to grant the Planning Permission subject to the prior completion of this Deed.

1 **DEFINITIONS AND INTERPRETATION**

In this Agreement:

1.1 Words importing the masculine include the feminine and vice versa.

1.2 Words importing the singular include the plural and vice versa.

1.3 Words importing persons include companies and corporations and vice versa.

1.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.

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1.5 Any reference to a clause or schedule or plan is to one referred to or attached to this Agreement.

1.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.

1.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

1.8 Unless otherwise stated, references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of WSCC and ADC the successors to their respective functions.

"**the Act**"	means the Town & Country Planning Act 1990.
"**Affordable Housing**"	means affordable housing to accommodate persons who cannot buy or acquire accommodation in the open market without assistance as more fully defined in the Glossary to the Department for Communities and Local Government National Planning Policy Framework March 27 2012 .
"**Affordable Housing Contribution**"	means a sum equal to the open market value of the vacant land on which the Affordable Housing Units are or are to be situated (excluding for the avoidance of doubt the value of any Affordable Housing Unit constructed on such land) as determined by an average of three independent RICS valuers appointed by the Owner and the Applicant within one month of expiration of the second offer period (as defined in Clause12.2).
"**Affordable Housing Units**"	means the 16 no. units provided for Affordable Rent or any other Affordable Housing as agreed by the RP and ADC as shown on Plan 4
"**Affordable Rent**"	means affordable rented housing let by Registered Providers of social housing to households who are eligible for social rented housing. Affordable Rent is not subject to the national rent regime but is subject to other rent controls that require a rent of no more than 80 per cent of the local market rent.
"**Agreed**" or "**Approved**"	means agreed or approved in writing and given for the purpose of this Agreement.
"Artificial Turf Pitches Contribution"	the contribution referred to in clause 6 being a financial contribution required to accommodate the extra demand on existing facilities arising from the Development

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"**the Chargee**"	means any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of The Property Act 1925.
"Contributions"	Means the financial contributions expressed to be payable under the terms of this Agreement or any one or more of them
"**Commenced**"	means the commencement of the Development by the carrying out of a material operation on the Land within the meaning of Section 56 of the Act but excluding works of site investigation and preparation and "Commence" and "Commencement" shall be construed accordingly.
"Community Centre Contribution"	means the contribution referred to in clause 8 being a financial contribution required to accommodate the extra demands for community services arising from the Development
"**Development**"	means the development of the Land proposed by the Development Application or permitted by planning permission granted pursuant thereto or carried out substantially in accordance with such planning permissions.
"**Development Application**"	means the planning application numbered LU/116/13 and any minor amendments thereto made by the Applicants to develop the Land by erection of a development comprising 63 residential dwellings and new internal areas roads parking and landscaping.
"**Education Contribution**"	means the contribution referred to in Clause 13.1 being a financial contribution towards the cost of providing additional primary secondary and sixth form education infrastructure required to accommodate the extra demands for education services arising from the Development.
"**Fire and Rescue Service Contribution**"	means the contribution referred to in Clause 14.1 being a financial contribution towards the provision of fire and rescue service infrastructure (excluding fire hydrants) to serve the additional needs of the community arising from the Development.

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"**First Occupation**"	means beneficial occupation for any use for which the Development was designed other than occupation for the purposes of construction or fitting out.
"**Highway Authority**"	means WSCC or such other authority or body acting as such
"**Interest Rate**"	shall be four per cent (4%) above the Bank of England base rate from time to time.
"**Land**"	means the land at Hollyacre Farm Toddington Lane Littlehampton West Sussex being all land registered at the Land Registry with Title Number and WSX26547 and shown edged red on Plan 1.
"**Leisure Contribution**"	means the Artificial Turf Pitches Contribution the Play Facilities Contribution the Sports Halls Contribution and Swimming Pools Contribution or any more than one of them .
"**Library Services Contribution**"	means the contribution referred to in Clause 15.1 being a financial contribution required to accommodate the extra demands for library services arising from the Development.
"**Management Company**"	means a management company established by the Owner and by the Applicant limited by guarantee established to inter alia maintain the estate roads landscaping and street lighting together with communal parking and other ancillary areas and services not adopted by the relevant authorities within the Development and shown tinted pink and brown on Plan 3.
"**Market Housing Units**"	means the 47 Residential Units within the Development which are not Affordable Housing Units to be constructed upon the Land.
"**NHS West Sussex Contribution**"	means the contribution referred to in clause 7 being a financial contribution required to accommodate the extra demands for NHS services arising from the Development
"**Nominations Agreement**"	means an Agreement between ADC and the RP substantially in the form annexed at Appendix 5 of this Agreement

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"Off-Site Highway Works"	means a scheme as generally shown on Drawings 2012/1625/021/Rev.C and 2012-1625-024 comprising one-way priority on Toddington Lane but also to include street lighting, footway, build-outs bollards and associated road signage and markings in accordance with Highway Authority requirements
"Off-site Public Open Space Contribution"	means the contribution referred to in clause 9 being a financial contribution towards the cost required to improve the quality of the locally provided public open space.
"Operative Date"	means the date the Development is Commenced.
"Passenger Transport Infrastructure Contribution"	means the contribution referred to at clause 17 being a financial contribution towards the cost of improving the highways for the purpose of bus transportation
"Payment Notice"	means the notice in the form contained in Schedule 2 to this Agreement.
"Permissive Route"	means the indicative route available for pedestrians and cyclists shown shaded green and blue on Plan 2.
"Permissive Route Agreement"	means an agreement pursuant to Section 31 of the Highways Act 1980 for cyclists and pedestrian to use the Permissive Route in the form annexed hereto as Appendix 2 subject to such amendment thereto as are agreed between the parties acting reasonably.
"Phase 1"	means the land edged green on Plan 4 being plots 1-52 of the Development.
"Phase 2"	means the land edged blue on Plan 4 being plots 53-63 of the Development.
"Plan 1"	means the drawing numbered 5691/101/REV A attached to this Agreement .
"Plan 2"	means the drawing numbered 5691/102/REV B attached to this Agreement .
"Plan 3"	means the drawing numbered 5691/103/REV B attached to this Agreement .
"Plan 4"	Means the drawing numbered 5691/104/REV B attached to this Agreement.

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"**Planning Permission**"	means the grant of planning permission pursuant to the Development Application in the form of the draft annexed hereto as Appendix 1.
"**Play Facilities Contribution**"	the contribution referred to in clause 6 being a financial contribution required to accommodate the extra demand on existing play facilities arising from the Development
"**Private Open Space**	means the three areas of ~~private~~ public open spaces to be provided within both Phase 1 and Phase 2 in accordance with clause 10 as the same are shown denoted as such on Plan 3.
"**Qualifying Occupiers**"	means persons who can satisfy the definition of those qualifying for Affordable Housing and including residents of Arun District who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income.
"**Registered Provider**" or "**RP**"	means a landlord registered as a Registered Provider under S111 of the Housing and Regeneration Act 2008 or any statutory amendments thereafter as listed in Appendix 6 hereto or agreed in writing between ADC and the Owner .
"**Residential Units**"	means individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate).
"**Requisite Consents**"	all consents approvals and permissions as may be necessary to commence carry out and complete the Highway Works.
"**Specified Date**"	means the date upon which an obligation arising under this Agreement is due to be performed.
"**Sports Hall Contribution**"	the contribution referred to in clause 6 being a financial contribution required to accommodate the extra demand on existing community facilities arising from the Development
"**Strategic Highways Improvements Contribution**"	means the contribution referred to at clause 16 being a financial contribution towards the costs of improving the highways for strategic purposes
"**Swimming Pools Contribution**"	means the contribution referred to in clause 6 required to accommodate the extra demand on existing

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swimming facilities arising from the Development

"Uncontrolled Pedestrian Crossing"	means an uncontrolled pedestrian crossing as more particularly described in the specification annexed hereto as Appendix 7
"Working Days"	means any day which is not a weekend or bank holiday except any day which falls on or between 24 December in one year and 2 January in the following year.

2 ENABLING PROVISIONS AND LEGAL EFFECT

2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

2.2 Except as otherwise set out in this Agreement theplanning obligations contained herein will bind the Owner and the Applicant and their successors in title to each and every part of the Land and their successors in title shall be bound by those obligations.

2.3 The planning obligations in this Agreement are enforceable by ADC and WSCC either jointly or severally as the case may be.

2.4 The parties hereto are satisfied that the provisions of this Agreement comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010

3 COMMENCEMENT

3.1 This Agreement shall come into effect upon grant of planning permission pursuant to the Development Application but the obligations set out herein other than those in clause 28 shall become effective only once the Development is Commenced.

3.2 Once the Development is Commenced the Owner will give to ADC and WSCC notice in writing of that commencement in the form of the Commencement Notice annexed to this Agreement at Schedule 1 addressed to ADC's Director of Planning and WSCC's County Planning Officer.

4 MANAGEMENT COMPANY

4.1 The Owner and the Applicant covenant with ADC and WSCC that it shall:

4.1.1 Prior to the First Occupation to have established a Management Company whose purpose will be to repair maintain and renew the estate roads street lighting landscaping and communal parking areas and other ancillary areas within the Development once constructed and transferred to the Management Company.

4.1.2 Not to allow First Occupation until a Management Company has been established in accordance with clause 4.1.1 above

4.1.3 Transfer to the Management Company within six months of First Occupation of the 52nd Residential Unit or 3 years after the Operative Date whichever is the earlier the estate roads and street lighting together with communal parking and other

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ancillary areas not adopted within the Development that have been constructed and the approximate extent of which is shown tinted pink on Plan 3 subject to an obligation on the Management Company to carry out all necessary repairs and maintenance to such areas in perpetuity.

4.1.4 Transfer to the Management Company within six months of First Occupation of the 66th Residential Unit or 3 years after the Operative Date whichever is the earlier the estate roads and street lighting together with communal parking and other ancillary areas not adopted within the Development that have been constructed and the approximate extent of which is shown tinted brown on Plan 3 subject to an obligation on the Management Company to carry out all necessary repairs and maintenance to such areas in perpetuity.

4.1.5 Maintain those parts of the Land referred to at Clause 4.1.3 and 4.1.4 in good and substantial repair pending completion of the transfer of the same to the Management Company pursuant to Clause 4.1.3 and 4.1.4.

4.2 The parties acknowledge that Plan 3 is indicative only and that the areas of Land to be transferred to the Management Company may be subject to variation with the prior approval of ADC.

4.3 If at any time hereafter the Management Company dissolves or ceases to exist for whatever reason the Owner (which for the avoidance of doubt shall include all owners of the Land) shall form a new Management Company in conjunction with the other users of the estate road.

4.4 It is agreed with WSCC that the estate roads and street lighting together with communal parking and other ancillary areas the approximate extent of which is shown tinted pink and brown on Plan 3 shall be:

4.4.1 constructed to a standard that is suitable for its intended use;

4.4.2 maintained by the Management Company at its own expense in good and substantial repair and condition; and

4.4.3 shall not be dedicated by the Management Company or any other interested party as a public highway or become a private street (as defined in the New Roads and Street Works Act 1991)

4.5 Upon completion of the construction of the estate roads and street lighting together with communal parking and other ancillary areas as approximately shown tinted pink and brown on Plan 3 and not being adopted under a section 38 agreement (of the Highways Act 1981) the Management Company will provide a report to be prepared and signed by a suitably qualified professional at its own expense to confirm that the construction of the privately maintained estate roads and street lighting together with communal parking and other ancillary areas as approximately shown tinted pink and brown on Plan 3 or either of those areas (if constructed in more than one phase) have been designed and built to a suitable standard for their intended use.

4.7 The Owner and Applicant covenant with WSCC:

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4.7.1 (save where temporarily closed for maintenance and repair) that the privately maintained estate roads shall following their completion remain open and unobstructed at all times and available for use by both residents of the Development and members of the public in the latter case without charge; and

4.7.2 to erect and maintain signs in positions agreed with WSCC advising the public that they are permitted to use the privately maintained estate roads on foot and by bicycle but that it is not public highway so as to prevent the dedication of the privately maintained estate roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways Act 1981 or otherwise).

5 ADOPTED HIGHWAY WORKS

The Owner and Applicant undertake with WSCC:

5.1 To use reasonable endeavours to obtain all Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with WSCC in respect of the Highway Works

5.2 After all Requisite Consents have been obtained to carry out in full the Highway Works to the reasonable satisfaction of WSCC

5.3 Not without the written consent of WSCC to allow occupation of the Residential Units until the Highway Works have been completed to the reasonable satisfaction of WSCC

6 LEISURE CONTRIBUTION

The Owner and the Applicant covenants with ADC:

6.1 On or before the occupation of the First Residential Unit on Phase 1 to pay to ADC the Leisure Contribution (comprising the following contributions) index linked in accordance with Clause 23.1

6.1.1 Swimming Pools Contribution of £17788.56;

6.1.2 Sports Halls Contribution of £22508.77;

6.1.3 Artificial Turf Pitches Contribution of £2880.07; and

6.1.4 Play Facilities Contribution of £54,780

6.2 Not to allow occupation of the Residential Units on Phase 1 until the Leisure Contribution relating to Phase 1 has been paid in accordance with Clause 24.1.

6.3 On or before the Development is Commenced on Phase 2 to pay to ADC the Leisure Contribution (comprising the following contributions) index linked in accordance with Clause 23.1

6.3.1 Swimming Pools Contribution of £3643.44;

6.3.2 Sports Halls Contribution of £4610.23;

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6.3.3 Artificial Turf Pitches Contribution of £548.93; and

6.3.4 Play Facilities Contribution of £11,220.

6.4 Not to Commence Development on Phase 2 until the Leisure Contribution relating to Phase 2 has been paid in accordance with Clause 6.3.

7 NHS WEST SUSSEX CONTRIBUTION

The Owner and the Applicant covenants with ADC:

7.1 On or before the occupation of the20th Residential Unit on Phase 1 to pay to ADC the sum of £24,405.32 being the NHS West Sussex Contribution relating to Phase 1 index linked in accordance with Clause 24.1

7.2 Not to allow occupation of the Residential Units on the Phase 1 until the NHS West Sussex Contribution has been paid in accordance with Clause 7.1.

7.3 On or before the Development is Commenced on Phase 2 to pay to ADC the sum of £4998.68 being the NHS West Sussex Contribution relating to Phase 2 index linked in accordance with Clause 24.1

7.4 Not to Commence Development on Phase 2 until the NHS West Sussex Contribution has been paid in accordance with Clause 7.3.

8 COMMUNITY CENTRE CONTRIBUTION

The Owner and the Applicant covenants with ADC:

8.1 On or before the occupation of the 20th Residential Units on Phase 1 to pay to ADC the sum of £41,499.17 being the Community Centre Contribution relating to Phase 1 index linked in accordance with Clause 24.1

8.2 Not to allow occupation of the Residential Units on the Phase 1 until the Community Centre Contribution has been paid in accordance with Clause 8.1.

8.3 On or before the Development is Commenced on Phase 2 to pay to ADC the sum of £8499.83 being the Community Centre Contribution relating to Phase 2 index linked in accordance with Clause 24.1

8.4 Not to Commence Development on Phase 2 until the Community Centre Contribution has been paid in accordance with Clause 8.3.

9 OFF SITE PUBLIC OPEN SPACE CONTRIBUTION

The Owner and the Applicant covenants with ADC:

9.1 On or before the occupation of the 20th Residential Units on Phase 1 to pay to ADC the sum of £21,595.77 being the Off Site Public Open Space Contribution relating to Phase 1 index linked in accordance with Clause 24.1.

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9.2 Not to allow occupation of the Residential Units on the Phase 1 until the Off Site Public Open Space Contribution has been paid in accordance with Clause 9.1.

9.3 On or before the Development is Commenced on Phase 2 to pay to ADC the sum of £4,423.23 being the Off Site Public Open Space Contribution relating to Phase 2 index linked in accordance with Clause 24.1.

9.4 Not to Commence Development on Phase 2 until the Off Site Public Open Space Contribution has been paid in accordance with Clause 9.3.

[redacted]

10 ~~PRIVATE~~ PUBLIC OPEN SPACE

10.1 The Owner and the Applicant covenants with ADC:

10.1.1 ~~Prior to the occupation of the 62nd Residential Unit the Private Open Spaces comprised within~~ Phase 1 ~~will be~~ laid out to a standard suitable for their intended use within Phase 1; and must comprise no less than 1568 square metres and

10.1.2 ~~Prior to the occupation of the 63rd Residential Unit the Private Open Space comprised within~~ Phase 2 ~~will be~~ laid out to a standard suitable for its intended use within Phase 2 and must comprise no less than 562 square metres

[redacted]

11 AFFORDABLE HOUSING

Obligation to Provide Affordable Housing

11.1 The Owner and the Applicant shall provide the Affordable Housing Units within the Development in locations shown on Plan 4.

11.2 The owner and the Applicant shall not permit more than 75% of the Market Housing Units to be occupied upon Phase 1 until:-

11.2.1 All of the Affordable Housing Units have been constructed and made ready for residential occupation and written notification of such has been received by ADC;

11.2.2 Long leases (of at least 125 years) or a transfer of the freehold interest of all the Affordable Housing Units have been granted to the Registered Provider

Save where Clauses 12.6 and/or 12.7 apply, the Owner and the Applicant shall, with effect from the date on which the Affordable Housing Units are physically completed, not allow or permit such units to be occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.

The Owner and the Applicant shall procure that the Affordable Housing Units are physically completed in a workmanlike manner with due care and skill.

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12 MECHANICS AND TERMS OF TRANSFER

12.1 The Owner shall make an offer to a RP to purchase the Affordable Housing Units for Affordable Rent ("the first offer") and such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made.

12.2 In the event that the first offer made in accordance with the above is not accepted within the first offer period then the Owner shall make a second offer to another RP to purchase the Affordable Housing Units ("the second offer") not later than one month after the expiry of the first offer period and such offer shall consist of the same terms and conditions as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made.

12.3 In the event that the offer(s) made pursuant to Clause 12.1 or 12.2 are accepted by an RP, the Owner shall use reasonable endeavours for a period of not less than 3 months from the date of acceptance of such offer to enter into a binding contract with the RP for the disposal of the Affordable Housing Units for Affordable Rent.

12.4 In the event of:

12.4.1 the second offer not being accepted within the second offer period; or

12.4.2 the offer(s) made pursuant to Clause 12.1 or 12.2 being accepted by an RP but the Owner being unable to conclude a binding contract with the RP (or ADC or its nominee as the case may be) for the disposal of the Affordable Housing Units for Affordable Rent within 3 months of the date of acceptance of such offer then the Owner will pay to ADC the Affordable Housing Contribution in respect of any unsold Affordable Housing Units, such payment to be made within 3 months of expiration of the second offer period and from the date of such payment to ADC the Affordable Housing Units shall be released from the obligations set out in this Clause 12 and may be sold on the open market by the Owner as Market Housing Units.

12.5 In the event that the offer(s) made pursuant to Clause 12.1 or 12.2 are accepted by an RP or ADC's nominee (as the case may be) or the Owner will procure that the RP or ADC's nominee enters into a Nomination Agreement with ADC which sets out the Affordable Housing Nominations policy which is to operate between ADC and the RP or ADC's nominee will covenant to ensure that none of the Affordable Housing Units shall be first occupied until the RP or ADC's nominee has entered into the said Nomination Agreement.

12.6 It is agreed and declared that:

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

12.6.2 the provisions of Clause 11.2 above shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

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

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

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

12.7 In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Unit then the Chargee shall be entitled to exercise its power of sale free from the restrictions set out in this Clause 12 provided that the Chargee shall first have followed the procedure set out below:

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

12.7.2 at the same time as giving the Sale Notice the Chargee shall make an offer ("the Offer") to sell the Affordable Housing Unit to ADC for an amount to be agreed or determined in accordance with Clause 12.7.3 ("the Purchase Price");

12.7.3 ADC and the Chargee shall endeavour to agree the Purchase Price within two weeks of receipt by the Council of the Offer which shall represent the open market value of the Affordable Housing Unit but subject to all or any tenancies of the Affordable Housing Unit as may be subsisting at the date of the Sale Notice and disregarding the provisions of Clause 11.2 AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an independent surveyor ("the Surveyor") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by ADC and the Chargee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties such determination to be made within one week of the application by ADC and the Chargee.

12.7.4 ADC will notify the Chargee in writing within two weeks of the Purchase Price being agreed or determined in accordance with Clause 12.7.3 whether or not (a) it wishes to purchase the Affordable Housing Unit at the Purchase Price or (b) it does not wish to purchase the Affordable Housing Unit but wishes to arrange for the transfer of the Affordable Housing Unit in consideration of the Purchase Price to a Registered Provider.

12.7.5 If ADC notifies the Chargee within the time specified within Clause 12.7.4 that it wishes to accept the offer or if ADC gives written notice to the Chargee that arrangements can be made in accordance with Clause 12.7.4 for the transfer of the

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Affordable Housing Unit in consideration of the Purchase Price to a Registered Provider then in either case:

(a) the Chargee shall co-operate with ADC to secure the transfer; and

(b) the transfer by the Chargee to ADC or to a Registered Provider shall be completed within one month of receipt of the notice from ADC referred to in Clause 12.7.4 ("the Completion Period")

12.7.6 If the Chargee does not wish to exercise its power of sale at any time after giving the Sale Notice or at any time ADC does not wish to continue with the rights to secure a transfer for its own benefit or to a Registered Provider that party shall give to the other not less than seven days' written notice of its intention to discontinue.

12.7.7 If:

(a) ADC fails to give notification to the Chargee within any of the time limits specified above, or

(b) ADC having complied with the time periods specified above the transfer to either ADC or to a Registered Provider shall not be completed within the Completion Period; or

(c) ADC has served notice of its intention to discontinue any transfer under Clause 12.7.6, or

(d) the Purchase Price is not determined within the time periods specified in Clause 12.7.3

then the Chargee shall be under no obligation to sell the Affordable Housing Units either to ADC or to a Registered Provider and shall be entitled to exercise its powers of sale and dispose of the Affordable Housing Units without any of the provisions of this Clause 12 binding the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto.

12.7.8 ADC shall in formulating or promoting any arrangements referred to in these provisions give consideration to protecting the interests of the Chargee in respect of monies outstanding under its charge.

[redacted]

13 **EDUCATION CONTRIBUTION**

The Owner and the Applicant undertake with WSCC:

13.1 on or before the occupation of the 20th ~~Market Housing~~ Residential Unit on Phase 1 to pay to WSCC the sum of £245,177.85 being the Education Contribution relating to Phase 1 of which shall comprise primary school contribution of £105,298.78 and secondary school contribution of £113,329.86 and sixth form contribution of £26,549.21index linked in accordance with Clause 24.2

[redacted]

13.2 on or before Development is Commenced on Phase 2 to pay to WSCC the sum of £50,217.15 being the Education Contribution relating to Phase 2 of which shall comprise

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primary school contribution of £21,567.22 and secondary school contribution of £23,212.14and sixth form contribution of £5437.79 index linked in accordance with Clause 24.2

13.3 not to occupy or cause or allow to be occupied any ~~Market Housing~~ Unit forming part of the Development on Phase 2 before the Education Contribution relating to Phase 2 (including indexation) has been paid in accordance with clause 13.2

14 FIRE AND RESCUE SERVICE CONTRIBUTION

The Owner and the Applicant undertake with WSCC:-

14.1 14.1On or before the occupation of the 20th ~~Market Housing~~ Residential Unit on Phase 1 to pay to WSCC the sum of £1303 being the Fire and Rescue Service Contribution relating to Phase 1 and Phase 2 index linked in accordance with Clause 24.3

14.2 Not to occupy or cause or allow to be occupied any ~~Market Housing~~ Residential Unit forming part of the Development before the Fire and Rescue Service Contribution (including indexation) has been paid in accordance with clause 14.1

15 LIBRARY SERVICES CONTRIBUTION

The Owner and the Applicant undertake with WSCC:-

15.1 On or before the occupation of the 20th ~~Market Housing~~ Residential Unit on Phase 1 to pay to WSCC the sum of £11,814 being the Library Services Contribution relating to Phase 1 and Phase 2 index linked in accordance with Clause 24.3

15.2 Not to occupy or cause or allow to be occupied any ~~Market Housing~~ Residential Unit forming part of the Development before the Library Service Contribution (including indexation) has been paid in accordance with clause 15.1

16 STRATEGIC HIGHWAYS IMPROVEMENT CONTRIBUTION

The Owner and the Applicant undertake with WSCC:-

16.1 On or before the occupation of the first ~~Market Housing~~ Residential Unit on Phase 1 to pay to WSCC the sum of £108,481 being the Strategic Highways Improvement Contribution relating to Phase 1 index linked in accordance with clause 24.3.

16.2 On or before commencement of the Development is Commenced on Phase 2 to pay to WSCC the sum of £22,219 being the Strategic Highways Improvement Contribution relating to Phase 2 index linked in accordance with clause 24.3.

16.3 Not to occupy or cause or allow First Occupation of any Residential Unit upon Phase 2 before the Strategic Highways Improvement Contribution relating to Phase 2 (including indexation) has been paid pursuant to clause 16.2.

17 PASSENGER TRANSPORT INFRASTRUCTURE CONTRIBUTION

The Owner and the Applicant undertake with WSCC:-

ARUN DISTRICT COUNCIL LU/116/13/

[redacted]

FORWARD VISIBILITY OF 30 METRES FOR A VEHICLE APPROACHING THE BEND IN AN EASTERLY DIRECTION FROM / TO A POINT 1 METRE FROM THE KERB.

FORWARD VISIBILITY INCREASES TO APPROXIMATELY 35 METRES THROUGH THE BEND.

3.5 METRE CARRIAGEWAY WIDTH THROUGH THE SECTION OF ROAD NARROWING.

KERBED BUILD-OUT APPROXIMATELY 1.5 METRES IN WIDTH

REFLECTIVE BOLLARDS AT EITHER END OF NARROWING.

1.5 METRE FOOTWAY RETAINED

40 METRE SECTION OF ROAD NARROWING ALLOWING ONE-WAY TRAFFIC WITH PRIORITY GIVEN TO WESTBOUND VEHICLES.

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Transport Planners and Infrastructure Design Consultants
The Old Stables, Fry's Yard, Bridge Street, Godalming, Surrey, GU7 1HP
Tel: 01483 861681 Fax: 01483 861682 www.rpgplan.com

Client: ECE Architecture

Project: Toddington Lane, Littlehampton

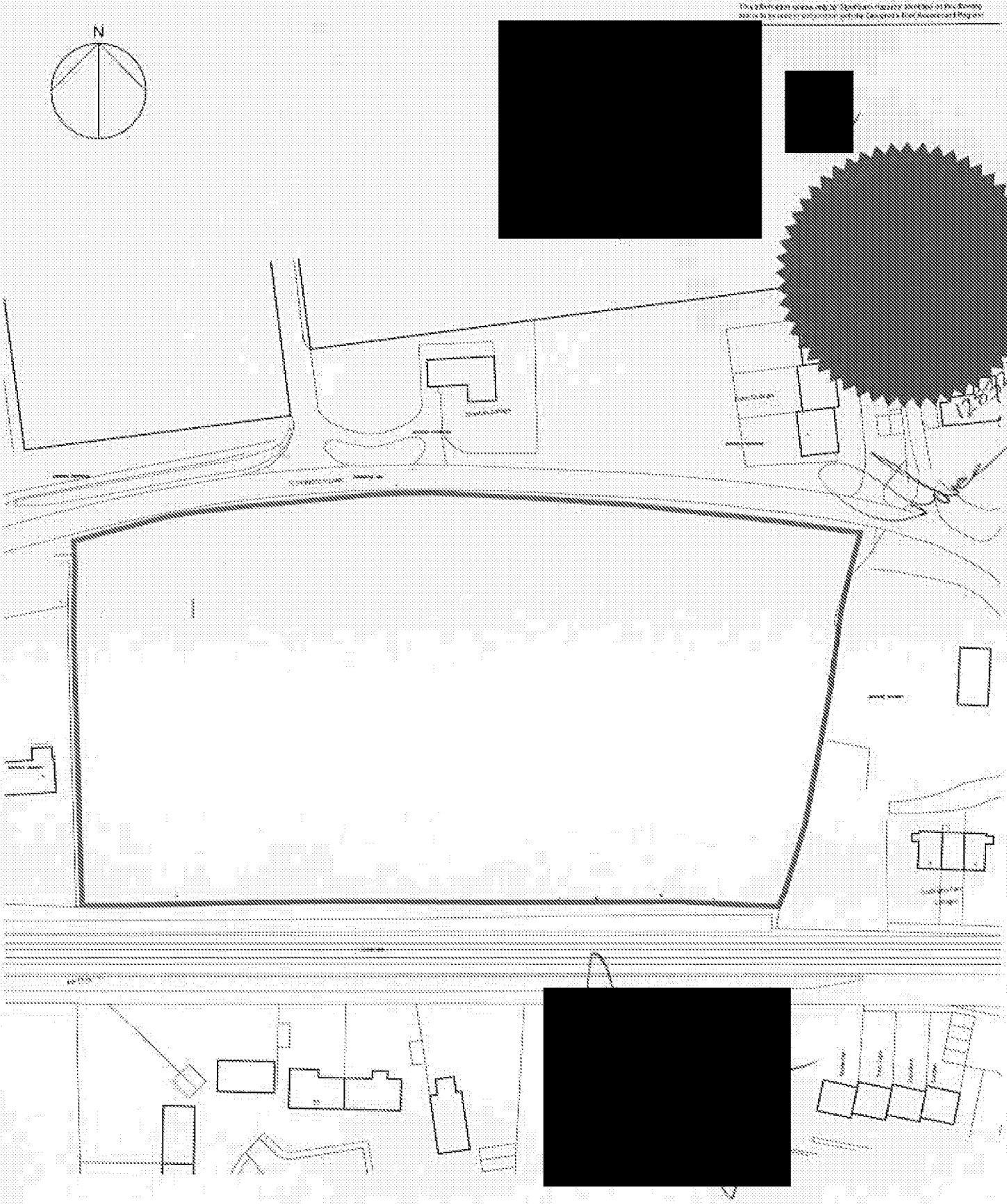
Drawing Title: One-way Priority and Forward Visibility

Scale	Drawn By	Checked By	Approved By
1:500	PJB	PMR	PJC

Drawing No.	Date	Rev.
2012/1625/021	October 2013	C

ARUN DISTRICT COUNCIL

CDM 2007 Health & Safety Information:



Client's Name: Wilmington Homes

Existing Plan: Plan 1

Drawn: KE | Checked: AC | Date: 01.05.13

Job No: 5691 | Drawing No: 101 | Rev: A

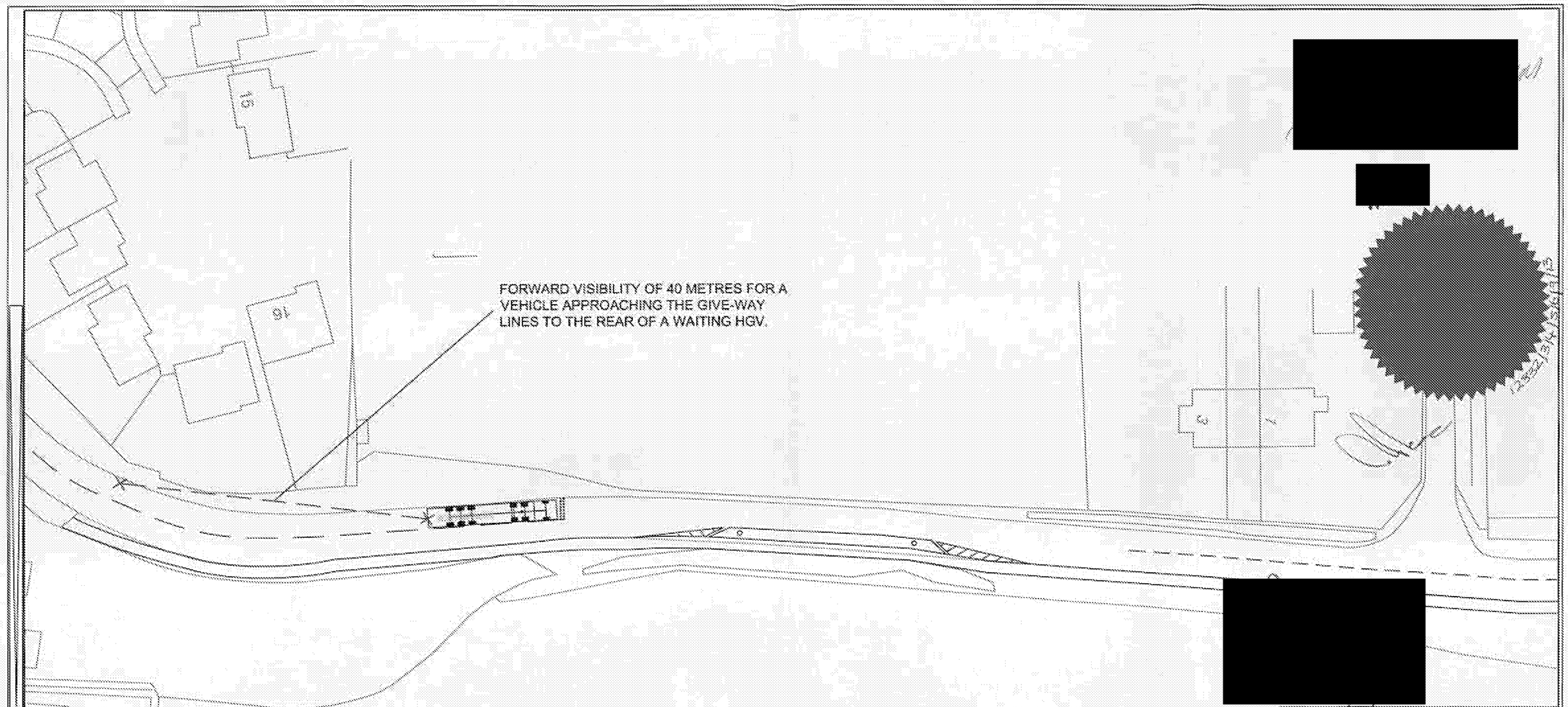
Job Title: Taddington Lane, Littlehampton

Scale: 1:1250 @ A4

Status: CONTRACT

ECE Architecture

ARUN DISTRICT COUNCIL 10/10/13



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Transport Planners and Infrastructure Design Consultants
The Old Stables, Fry's Yard, Bridge Street, Godalming, Surrey, GU7 1HP
Tel: 01483 861681 Fax: 01483 861682 www.russellgiles.com

Client: ECE Architecture

Project: Toddington Lane, Littlehampton

Drawing Title: One-way Priority With HGV Waiting

Scale	Drawn By	Checked By	Approved By
1:500	PJB	PMR	PJC

Drawing No.	Date	Rev.
2012/1625/024	October 2013	-

ARUN DISTRICT COUNCIL 01/11/2013

TODDINGTON LANE

Open Space

Open Space

Open Space

CDM 2007 Health & Safety Information

N

PHASE 1

PHASE 2

Wilmington Homes

Toddington Lane, Littlehampton

Plan 2
Permissive Route Plan

1:500 @ A3

KE | AC | 01.05.13

56/01 | 102 | B

PRELIMINARY

ECE Architecture

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ARUN DISTRICT COUNCIL LU/116/13/

CDM 2007 Health & Safety Information:

TODDINGTON LANE

Open Space

Open Space

Open Space

N

PHASE 1

PHASE 2

Wilmington Homes

Toddington Lane, Littlehampton

Plan 3
Management Plan

1:500 @ A3

Drawn	Checked	Date
KE	AC	01.05.13

Job No	Drawing No	Rev
5661	103	B

PRELIMINARY

ECE Architecture

ARUN DISTRICT COUNCIL LU/116/13/

TODDINGTON LANE

Open Space

Open Space

Open Space

N

PHASE 1

PHASE 2

AFFORDABLE HOUSING UNITS

Client name
Wilmington Homes

Job title
Toddington Lane, Littlehampton

Drawing title
Plan 4
Affordable Housing & Phasing

Scale
1:500 @ A3

Drawn | Checked | Date
KE | AC | 01.05.13

Job no. | Drawing no. | Rev.
5691 | 104 | B

Status
PRELIMINARY

ECE Architecture

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ARUN DISTRICT COUNCIL LU/116/13/

17.1 On or before the occupation of the first ~~Market Housing~~ Residential Unit on the Development to pay to WSCC the sum of £10,206 being the Passenger Transport Infrastructure Contribution relating to Phase 1 and Phase 2 index linked in accordance with clause 24.3.

17.2 Not to occupy or cause or allow First Occupation of any Residential Unit upon the Development before the Passenger Transport Infrastructure Contribution relating to Phase 1 and Phase 2 (including indexation) has been paid pursuant to clause 17.1.

18 PERMISSIVE ROUTE AGREEMENT

The Owner and the Applicant undertake with the WSCC that:-

18.1 Prior to First Occupation of the last Residential Unit upon Phase 1 that part of the Permissive Route shown coloured green on Plan 2 or in such other location as may be approved in advance in writing by WSCC shall be made available to the public for pedestrians and cyclists.

18.2 Prior to the occupation of the last Residential Unit upon Phase 1 enter into the Permissive Route Agreement with WSCC generally in the form attached at Appendix 2.

18.3 Prior to First Occupation of the last Residential Unit upon Phase 2 that part of the Permissive Route shown coloured blue on Plan 2 or in such other location as may be approved by WSCC shall be made available to the public for pedestrians and cyclists.

18.4 Prior to the occupation of the last Residential Unit upon Phase 2 enter into the Permissive Route Agreement with WSCC generally in the form attached at Appendix 2.

19 TRAFFIC REGULATION ORDER

19.1 In the event that WSCC acting reasonably requires the provision of a Traffic Regulation Order for Toddington Lane at any time prior to a date 24 months after occupation of the last Residential Unit on the Development the Owner will within twenty (20) Working Days of demand pay to WSCC Six Thousand Six Hundred Pounds (£6,600) towards the cost of a Traffic Regulation Order.

20 TRAVEL PLAN

The Owner shall comply with the travel plan which accompanied the Application in the timescales set out in the travel plan a copy of which is attached as Appendix 3.

21 FIRE HYDRANTS

21.1 The Owner and the Applicant undertake with WSCC to provide during the course of the Development 2 fire hydrants locations and at a time to be agreed with WSCC.

21.2 The fire hydrants will be provided in accordance with the Guidance Notes attached hereto as Appendix 4.

ARUN DISTRICT COUNCIL LU/116/13/

22 OFF-SITE HIGHWAY WORKS

22.1 Prior to First Occupation to undertake and complete the Off-Site Highway Works following the completion of all necessary Section 278 Agreements and the obtaining of any necessary approvals and consents PROVIDED

22.2 That the Owner shall at his own cost and remove such part or parts of the Off-Site Highway Works as WSCC (acting reasonably) may direct within a period ten years from First Occupation of a Market Housing Unit and the Owner shall if directed by WSCC (acting reasonably) vary or modify the remaining part or parts remaining part or parts of the Off-Site Highway not so removed but only so far as such variations and/or modifications as are reasonably necessary to safeguard the use thereof by members of the public

22.3 On occupation of the 50th Market Unit to pay to WSCC such sum as it reasonably requires for the provision of a single Uncontrolled Pedestrian Crossing at the Development frontage to provide access to the north side of Toddington Lane

23 CERTIFICATES

The Owner and the Applicant undertake with the WSCC and the ADC:

23.1 Where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give to the ADC notice of that Specified Date not more than seven days after such date; and

23.2 If the Owner fails to give the notice required under Clause 23.1 ADC or the WSCC shall be entitled acting reasonably to determine the Specified Date and shall give notice to the Owner of its determination as the case shall be (but not more than one of them in respect of any one payment, act, or cessation of activity).

24 INDEX LINKING

24.1 The Owner and the Applicant agrees with ADC that the Leisure NHS Community Centre Off Site Public Open Space Contributions payable by the Owner and the Applicant under this Agreement shall be increased by the application of the following formula:

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

where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Agreement

C is the General Index of Retail Prices all items for the month two months before the Specified Date

D is the General Index of Retail Prices all items for the month two months before the date of this Agreement

C is equal to or greater than 1

ARUN DISTRICT COUNCIL LU/116/13/

D

24.2 Education Contribution

24.2.1 Where the Education Contribution is paid after 31st March 2014 the sum shall be recalculated and increased or decreased (as appropriate) in accordance with the following formula:

(a) (number of primary school pupil places) + (number of secondary school pupil places) + (number of sixth form pupil places) x Cost Multiplier

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

24.3 Other Contributions

Save as provided for at clauses 24.1 and 24.2 if the Contributions are not paid on or before the Operative Date the said Contributions shall be increased or decreased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Contribution.

25 INTEREST

The Owner and the Applicant agrees with the ADC and WSCC to pay interest at the Interest Rate on sums due to ADC and WSCC under this Agreement which are not paid on the Specified Date from the Specified Date until the date of actual payment.

26 COVENANTS BY WSCC

26.1 WSCC undertakes with the Owner and the Applicant to only use the Contributions payable to WSCC for the purposes for which they are paid which are as set out in the definitions of this Agreement.

26.2 Subject to the provisions of clause 33 WSCC undertakes with the Owner to account to the Owner and the Applicant the amounts and specific purposes for which the Contributions have been spent and in the event that any of the Contributions remain unspent or not allocated as part of the funding to a contract on a date being ten years from the date of this Agreement ("the Repayment Date") then WSCC shall repay the unspent amounts of the Contributions within twenty days of the Repayment Date together with interest thereon at the

ARUN DISTRICT COUNCIL LU/116/13/

Interest Rate from the date of actual payment of the relevant Contribution up to and including the date of repayment by WSCC.

26.3 WSCC shall provide within fourteen days of receipt to the Owner and the Applicant written acknowledgement of any payment made pursuant to this Agreement by forwarding a copy of the relevant Payment Notice duly signed and dated by WSCC acknowledging receipt of the payment.

26.4 WSCC hereby agrees to use all reasonable endeavours to enter into any Section 278 Agreement and / or Section 38 Agreement with all due diligence and to complete the relevant documentation as soon as possible.

26.5 WSCC hereby agrees to use all reasonable endeavours to complete the Permissive Route Agreement as soon as possible after the date hereof

27 COVENANTS BY ADC

27.1 ADC undertakes with the Owner and the Applicant to only use the Contributions payable to ADC for the purposes for which they are paid as set out in definitions of this Agreement.

27.2 Subject to the provisions of clause 33 ADC undertakes with the Owner to account to the Owner and the Applicant the amounts and specific purposes for which the Contributions have been spent and in the event that any of the Contributions remain unspent or not allocated as part of the funding to a contract on a date being 15 years from the date hereof ("the Repayment Date") ADC shall repay the unspent amount of the Contributions within twenty days of the Repayment Date together with interest thereon at the Interest Rate from the date of actual payment of the Contribution up to and including the date of repayment by ADC.

27.3 ADC shall provide within fourteen days of receipt to the Owner and the Applicant written acknowledgement of receipt of the Contribution by returning a copy of the Payment Notice signed as a receipt.

27.4 ADC undertake to grant the Planning Permission within ten (10) days of the date of this Agreement.

28 COSTS

The Applicant covenants with ADC and WSCC.

28.1 To pay to the ADC upon completion of this Agreement its reasonable legal costs incurred in preparing and entering into this Agreement up to a maximum of £1500.

Monitoring Costs

28.2 To pay on Commencement of the Development to ADC the Monitoring Fee of £250 major application plus £800 being £50 per obligation in this Agreement to be monitored by ADC and incurred by ADC in monitoring compliance with this Agreement

ARUN DISTRICT COUNCIL LU/116/13/

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

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

28.5 To pay to WSCC upon completion of this Agreement its reasonable legal costs incurred in preparing and entering into this Agreement up to a maximum of £1500.

29 PAYMENT NOTICE

The parties to this Agreement agree that all payments due under this Agreement shall be forwarded to ADC or WSCC (as the case may be) and shall have attached to them a copy of the Payment Notice duly completed.

30 GENERAL

The parties agree that:

30.1 Nothing in this Agreement constitutes an obligation to grant planning permission;

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

30.3 Nothing in this Agreement fetters or restricts the exercise by the WSCC and ADC of any of their powers;

30.4 The obligations contained in this agreement are planning obligations for the purpose of Section 106 of the Act;

30.5 This Agreement constitutes a deed;

30.6 Nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999;

30.7 This Deed shall apply to the Development as authorised by the planning permission issued pursuant to the Application or to the Development after variation or renewal of the planning permission from time to time;

30.8 This Agreement is a Local Land Charge and shall be registered as such by ADC; This Agreement shall not be enforced against owner-occupiers or tenants of Residential Units constructed pursuant to the permission granted under the Application nor against those deriving title from them save in respect of the obligation in Clause 4.3 and no covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in

ARUN DISTRICT COUNCIL LU/116/13/

future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

30.9 The obligations contained in this Agreement, apart from those in Clause 11, shall not be enforced against the Registered Provider or the Chargee or against those deriving title from either of them;

30.10 So far 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.

31 CHANGE IN OWNERSHIP

The Owner and the Applicant agrees with ADC and WSCC to give ADC and WSCC immediate written notice of any change in ownership of any of its interests in the Land occurring before all of the 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 by reference to a plan.

32 PARTED WITH INTEREST

The Owner and/or the Applicant (as the case may be) shall not be responsible or liable for any of the obligations set out in this Agreement after it has parted with its interest in the Land. Nor shall the Owner and/or the Applicant (as the case may be) be liable for any breach of this Agreement unless they hold an interest in that part of the Land in respect of which such breach occurs or held such an interest at the date of the breach.

33 REPAYMENT TO THE OWNER

If any repayments are to be made pursuant to either Clause 26 and/or 27 they shall be paid direct to the Owner irrespective of which party made the payments and shall not be paid to its successors in title

34 DISPUTE RESOLUTION

34.1 In the event of any dispute or difference arising touching or concerning any matter or thing arising out of this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

34.2 In the absence of agreement between the parties to the dispute or difference as to the suitability of the person to be appointed pursuant to Clause 34.1 or as to the appropriateness of the professional body then such question may be referred by any party to a Solicitor appointed by or on behalf of the President for the time being of the Law Society of England

ARUN DISTRICT COUNCIL LU/116/13/

Wales and such Solicitor shall act as an expert and his decision as to the professional qualifications of such person or appropriateness of the professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

35 APPROVALS

Where any parties agreement approval or consent is required under this Agreement that agreement approval or consent will not be unreasonably withheld or delayed.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

ARUN DISTRICT COUNCIL LU/116/13/

Schedule 1
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) Director of Planning, Arun District Council, Arun Civic Centre, 1 Maltravers Road, Littlehampton, West Sussex, BN17 5LF (2) County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ [DX: 30330] Chichester
From:	
Development At:	
Nature of Development:	
Planning Permission Date & Reference	
Planning Obligation Date & Parties	
Start Date:	

ARUN DISTRICT COUNCIL LU/116/13/

Schedule 2
Payment Notice

PAYMENT OF MONIES DUE UNDER A SECTION 106 PLANNING OBLIGATION/AGREEMENT

Please answer all the questions.

1. Payment to be made by/on behalf of .....

2. Land at .....

3. Agreement dated .....

4. Planning application reference number [where applicable] .....

5. Obligation in Agreement .....

[a]	clause no.	
[b]	contribution towards	
[c]	amount of contribution due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	

ARUN DISTRICT COUNCIL LU/116/13/

Appendix 1

Draft Planning Permission

ARUN DISTRICT COUNCIL LU/116/13/

Town & Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2010 (as amended)
Application for Planning Permission
DECISION NOTICE

Application Ref: LU/116/13/

DRAFT

1 To Addressee

Mr C Barker
Brooklyn Chambers
11 Goring Road
Worthing
West Sussex
BN12 4AP

2 Site Address

Hollyacre
Toddington Lane

BN17 7PP

3 Description of Development

Demolition of existing commercial properties and erection of 63 residential dwellings, incorporating 16 affordable dwellings, parking provision, access and landscaping - This application is a Departure from the Development Plan

4 In pursuance of their powers under this Act and related Orders and Regulations the Council **PERMIT** this development to be carried out in accordance with the application and plans .

1 1.The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

2 2.The development hereby approved shall be carried out in accordance with the following approved plans:

Drawing Reference 5691/01 Rev N Site Layout Plan
Drawing Reference 5691/150 Plots 1 - 4 Plans
Drawing Reference 5691/151 Plots 1 - 4 Elevations
Drawing Reference 5691/152 Plots 5 - 7 Plans & Elevs
Drawing Reference 5691/153 Plots 8 - 10 Plans & Elevs
Drawing Reference 5691/154 Plots 11 - 13 Plan[illegible] & Elevs
Drawing Reference [illegible] Plots [illegible] Plans & Elevs
Drawing Reference [illegible] Plots [illegible] Plans & Elevs
Drawing Reference [illegible] Plots 19 - [illegible] Plans & Elevs
Drawing Reference 5691/158 Plots 21 - 26 Plans
Drawing Reference 5691/159 Plots 21 - 26 Elevations
Drawing Reference 5691/160 Plots 27 - 30 Plans
Drawing Reference 5691/161 Plots 27 - 30 Elevations
Drawing Reference 5691/162 Plots 31 - 32 Plans & Elevs
Drawing Reference 5691/163 Plots 33 - 35 Plans
Drawing Reference 5691/164 Plots 33 - 35 Elevations
Drawing Reference 5691/165 Plots 36 - 39 Plans
Drawing Reference 5691/166 Plots 36 - 39 Elevations
Drawing Reference 5691/167 Plots 40 - 41 Plans & Elevs
Drawing Reference 5691/168 Plots 42 - 43 Plans & Elevs
Drawing Reference 5691/169 Plots 44 - 45 Plans & Elevs
Drawing Reference 5691/170 Plot 46 Plans & Elevs
Drawing Reference 5691/171 Plots 47 - 48 Plans
Drawing Reference 5691/172 Plots 47 - 48 Elevations
Drawing Reference 5691/173 Plots 49 - 50 Plans & Elevs
Drawing Reference 5691/174 Plots 51 - 52 Plans
Drawing Reference 5691/175 Plots 51 - 52 Elevations
Drawing Reference 5691/176 Plot 53 Plans & Elevs
Drawing Reference 5691/177 Plots 54 - 56 Plans
Drawing Reference 5691/178 Plots 54 - 56 Elevations
Drawing Reference 5691/179 Plots 57 - 59 Plans
Drawing Reference 5691/180 Plots 57 - 59 Elevations
Drawing Reference 5691/181 Plot 60 Plans & Elevs
Drawing Reference 5691/182 Plot 61 Plans & Elevs
Drawing Reference 5691/183 Plots 62 - 63 Plans & Elevs
Drawing Reference 5691/184 Garages Plots 56-57/60-61
Detailed Soft Layout Proposals for Plots and Green JBA 13/63-01 Rev B
Drainage Strategy SK201 Rev B

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with GEN7 of the Arun District Local Plan.

DRAFT

3 3a. No development shall be carried out within Phase 1 as detailed on drawing reference 5691/01 Rev N Site Layout Plan unless and until a schedule of materials and finishes to be used for external walls and roofs of the proposed buildings have been submitted to and approved by the Local Planning Authority. A 'statement of detail' shall be submitted setting out details of proposed windows and doors, details of the depth of recess/reveal from the brickwork, sills and lintels, brick bonding, brick detailing, eaves detailing and rainwater goods. The materials and 'statement of details' so approved shall be used in the construction of the buildings.

DRAFT

3b. No development shall be carried out within Phase 2 as detailed on drawing reference 5691/01 Rev N Site Layout Plan unless and until a schedule of materials and finishes to be used for external walls and roofs of the proposed buildings have been submitted to and approved by the Local Planning Authority. A 'statement of detail' shall be submitted setting out details of proposed windows and doors, details of the depth of recess/reveal from the brickwork, sills and lintels, brick bonding, brick detailing, eaves detailing and rainwater goods. The materials and 'statement of details' so approved shall be used in the construction of the buildings.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve buildings of visual quality in accordance with policy GEN7 of the Arun District Local Plan.

4 4. No dwellings hereby approved shall be occupied place until a scheme showing details of proposed boundary screen walls, fences and hedges have been submitted to and approved by the Local Planning Authority. The boundary treatments approved shall remain in place in perpetuity or unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to protect the appearance of the area and to accord with policy GEN7 of the Arun Local Plan.

5 5 No dwelling hereby permitted shall be occupied until the recommendations made in Section 7.8 of the submitted "Transportation Noise Assessment (Residential Development) Issue 3 (16th September 2013)" have been implemented in full and thereafter permanently maintained.

Reason: To safeguard the amenity of dwellings

6 6.The burning of materials obtained by site clearance or from any other source shall not take place within 6 metres of the furthest extent of the canopy of any tree or group of trees to be retained on the site or on land adjoining.

Reason: To protect trees and vegetation from fire damage in the interests of the visual amenities of the locality.

7 7a. Landscaping (hard and soft) shall be carried out in accordance with the details shown on plan (Detailed Soft Layout Proposals for Plots and Green JBA 13/63-01 Rev B). All planting, seeding or turfing comprised in the approved details shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development within Phase 1 as detailed on drawing reference 5691/01 Rev N Site Layout Plan, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

DRAFT

7b. Landscaping (hard and soft) shall be carried out in accordance with the details shown on plan (Detailed Soft Layout Proposals for Plots and Green JBA 13/63-01 Rev B). All planting, seeding or turfing comprised in the approved details shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development within Phase 2 as detailed on drawing reference 5691/01 Rev N Site Layout Plan, whichever is the sooner, and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

8 8. No development including site access, demolition or associated construction activities, shall take place on the site unless and until all the existing trees/bushes/hedges to be retained on the site have been protected by a fence in accordance with BS5837 (2012) and Section 9, to be approved by the Local Planning Authority for erection around each tree, group of trees and vegetation to a distance of 15m or to the Root Protection Area (RPA) as calculated in accordance with Table 2 of BS5837 (2012) to be agreed in writing by the Local Planning Authority.

Within the areas so fenced off the existing ground must not be cultivated, nor must it be lowered or raised or added to by the importation and spreading of top soil unless agreed by the Local Planning authority. There must be no materials, temporary buildings, plant machinery or surplus soil placed or stored thereon without prior written approval of the Local Planning Authority.

No trenching should occur within the protective fencing surrounding the Root Protection Area. If however there is no alternative but to locate the services then its encroachment into the Root Protection Area must be kept to a minimum and where the roots should be exposed using compressed air technology, such as the air spade to reduce damage caused by mechanical methods. If roots requiring severance to allow for the passage of services is necessary then an arboriculturist would be required to assess and determine whether the loss of the roots would be detrimental to the continued health and stability of the affected tree.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area in accordance with policy GEN7 of the Arun District Local Plan.

9 9a. An archaeological investigation of the site shall be carried out at the expense of the developer in accordance with a specification (written scheme of investigation) to be submitted to and agreed by the Local Planning Authority in writing following the demolition of any existing buildings and before the commencement of building works within Phase 1 as detailed on drawing reference 5691/01 Rev N Site Layout Plan.

9b.An archaeological investigation of the site shall be carried out at the expense of the developer in accordance with a specification (written scheme of investigation) to be submitted to and agreed by the Local Planning Authority in writing following the demolition of any existing buildings and before the commencement of building works within Phase 2 as detailed on drawing reference 5691/01 Rev N Site Layout Plan.

DRAFT

Reason: To ensure appropriate investigation and recording of archaeological Heritage Assets on the site prior to commencement of new building works.

10 Prior to the commencement or works on-site and in accordance with the Reptile Mitigation Method Statement July 2012 reptiles will be trapped, translocated and excluded from the development site under the supervision of the Ecological Clerk of Works. Receptor site treatment and all timings of works pertaining to the reptile mitigation shall be undertaken only in strict accordance with Reptile Mitigation Method Statement.

Reason: In the interest of protecting and conserving the ecological quality of the area in accordance NPPF paragraph 118.

11 11. No removal of trees or shrubs shall be carried out on site between March to August inclusive in any year, unless otherwise approved in writing by the Local Planning Authority. Where vegetation must be cleared during the bird breeding season a check for nesting birds by a suitably qualified ecologist will be required. Any vegetation containing occupied nests will be retained until the young have fledged. The location details of the compensatory nesting provision to be supplied to the Local Planning Authority for approval prior to their erection.

Reason: In the interest of protecting and conserving the ecological quality of the area in accordance NPPF paragraph 118.

12

12a. Prior to the commencement of development within Phase 1 as detailed on drawing reference 5691/01 Rev N Site Layout Plan approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

1. A preliminary risk assessment which has identified:
- all previous uses
- potential contaminants associated with those uses
- a conceptual model of the site indicating sources, pathways and receptors
- potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

DRAFT

12b. Prior to the commencement of development within Phase 2 as detailed on drawing reference 5691/01 Rev N Site Layout Plan approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

1. A preliminary risk assessment which has identified:
- all previous uses
- potential contaminants associated with those uses
- a conceptual model of the site indicating sources, pathways and receptors
- potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with policy GEN7 of the Arun District Local Plan.

13 If during development, contamination not previously identified, is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with GEN7 of the Arun District Local Plan.

DRAFT

14 The development shall not commence until full details of the proposed foul water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. (Including details of its routing, design, and subsequent management/maintenance). No building shall be occupied until the foul water drainage scheme has been implemented in accordance with the approved details.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan.

15 15a.Development shall not commence until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, the recommendations of the SUDS Manual produced by CIRIA.

Winter groundwater monitoring to establish highest annual ground water levels and
Percolation testing to BRE 365, or similar approved, will be required to support the design of any infiltration drainage.

No building shall be occupied within Phase 1 as detailed on drawing reference 5691/01 Rev N Site Layout Plan until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details.

15b. Development shall not commence until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, the recommendations of the SUDS Manual produced by CIRIA.

Winter groundwater monitoring to establish highest annual ground water levels and
Percolation testing to BRE 365, or similar approved, will be required to support the design of any infiltration drainage.

No building shall be occupied within Phase 2 as detailed on drawing reference 5691/01 Rev N Site Layout Plan until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan.

16 Development shall not commence until full details of the maintenance and management of the SUDs system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturers recommended design life. Upon completed construction of the SuDs System, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure the [illegible] maintenance and on-going operation of the SuDs system and to ensure [illegible] best practice in line with guidance set out in 'The SuDs Manual' CIRIA publication ref: C697 Chapter 22.

DRAFT

17 No development shall commence until the vehicular access serving the development has been constructed in accordance with the approved planning drawing.

Reason: In the interests of road safety

18 No part of the development shall be occupied until such time as the vehicular access providing access to the pumping station has been provided in accordance with the approved planning drawings.

Reason: In the interests of road safety.

19 No part of the development within Phase 1 as detailed on drawing reference 5691/01 Rev N Site Layout Plan shall be first occupied until provision has been made within the site in accordance with plans and details to be submitted to and approved by the Local Planning Authority to prevent surface water draining onto the public highway.

19b. No part of the development within Phase 2 as detailed on drawing reference 5691/01 Rev N Site Layout Plan shall be first occupied until provision has been made within the site in accordance with plans and details to be submitted to and approved by the Local Planning Authority to prevent surface water draining onto the public highway.

Reason: In the interests of road safety.

20 No part of the development shall be first occupied until visibility splays of 2.4 metres by 60 metres have been provided at the proposed site vehicular access onto Toddington Lane in accordance with the approved planning drawings. Once provided the splays shall thereafter be maintained and kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.

Reason: In the interests of road safety

21 No part of the development shall be first occupied until pedestrian visibility splays have been provided either side of the proposed pedestrian accesses onto Toddington Lane in accordance with plans and details submitted to and approved in writing by the Local Planning Authority. These visibility splays shall thereafter be kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.

Reason: In the interests of road safety.

22 No part of the development shall be first occupied until the vehicle parking spaces and turning areas have been constructed in accordance with the approved site plan. These spaces shall thereafter be retained at all times for their designated purpose.

Reason: To provide car-parking and turning space for the development.

23 The garage buildings shall be used only as private domestic garages for the parking of vehicles incidental to the use of the properties as dwellings and for no other purposes. Garages are to have minimal internal dimension of 6 metres x 3 metres.

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Reason: To ensure adequate off-street provision of parking in the interests of amenity and highway safety.

24

24a. No development shall take place within Phase 1 as detailed on drawing reference 5691/01 Rev N Site Layout Plan, including any works of demolition, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters:

- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact
of construction upon the public highway (including the provision of temporary Traffic
Regulation Orders),
- measures to control the emission of dust and dirt during demolition and construction,
lighting for construction and security,
- details of public engagement both prior to and during construction works.

DRAFT

24b.No development shall take place within Phase 2 as detailed on drawing reference 5691/01 Rev N Site Layout Plan, including any works of demolition, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters:

- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact
of construction upon the public highway (including the provision of temporary Traffic
Regulation Orders),
- measures to control the emission of dust and dirt during demolition and construction,
lighting for construction and security,
- details of public engagement both prior to and during construction works.

Reason: In the interests of highway safety and the amenities of the area.

25 No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

Reason: To provide alternative travel options to the use of the car in accordance with
current sustainable transport policies.

26 No part of the development shall be occupied until the road, footways, and casual parking areas serving the development have been constructed, surfaced and drained in accordance with plans and details to be submitted to and approved by the Local Planning Authority.

DRAFT

Reason: To secure satisfactory standards of access for the proposed development.

INFORMATIVE: Details regarding process for closure of existing crossovers/access can be obtained from: onc@westsussex.gov.uk

INFORMATIVE: Details of TRO process can be obtained from: westsussex.gov.uk

INFORMATIVE: Section 278 Agreement of the 1980 Highways Act - Works within the Highway.

The applicant is required to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

INFORMATIVE: Section 38 Agreement of the 1980 Highways Act - Provision of Adoptable Highway.
The applicant is required to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the proposed adoptable on-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that any works commenced prior to the S38 agreement being in place are undertaken at their own risk.

INFORMATIVE: Statement pursuant to Article 31 of the Town and Country Planning (Development Management Procedure)(England) (Amendment No. 2) Order 2012. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

[redacted]

Case Officer: Mr C Cronin

Date of Decision: **11 December 2013**

Karl Roberts
Assistant Director Planning & Economic Regeneration

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

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

NOTES RELATING TO PLANNING APPLICATION
TOWN AND COUNTRY PLANNING ACT 1990
APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the First Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, and you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

For all other cases, if you want to appeal, then you must do so within 6 months of the date of this notice using a form which you can get from the Secretary of State at the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or on line at www.planningportal.gov.uk/pcs

If this decision is a refusal relating to a minor commercial development, where the application was made on or after 1 October 2013, please note that you must appeal within 12 weeks of the date of this notice. For a definition of minor commercial development please refer to The Town and Country Planning (Appeals) (Written Representations Procedure and Advertisements) (England) (Amendment) Regulations 2013 or contact this office for clarification.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country

Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skips on highway land).

Appendix 2

Draft Permissive Route Agreement

ARUN DISTRICT COUNCIL LU/116/13/

THIS LICENCE is made the day of 200

BETWEEN (1) of

(called "the Owner") and

(2) **THE COUNTY COUNCIL OF WEST SUSSEX** of County Hall West Street Chichester West Sussex (herein after called "the County Council")

WHEREAS

(1) The Owner owns the land (" ") at [ ] shown for identification purposes only edged in red on drawing no. annexed hereto ("the Plan)

(2) The County Council is desirous of having a footpath along the route shown coloured pink ("the Footpath") between the points marked "A" and "B" and ? on the Plan for use by members of the public

(3) The County Council and the Owner have agreed in consideration of the terms of this Licence to enter into this Licence so as to provide the Footpath for use by members of the public as a footpath

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. IN CONSIDERATION of the payment of the annual licence fee of £1.00 (if demanded) or such other sum as shall from time to time be agreed by the parties hereto and of the covenants on the part of the County Council hereinafter contained the Owner hereby declares covenants and agrees with the County Council as follows:

1.1 to carry out the all necessary works as previously agreed with the County Council to facilitate the creation of the Footpath and to maintain the Footpath during the currency of this Licence.

1.2 to permit members of the public to use the Footpath as a permissive footpath.

1.3 that use of the Footpath by members of the public is by way of licence irrevocable during the period of [ ] years from the date hereof ("the Guarantee Period") and thereafter determinable by the giving of 6 months written notice by either the Owner or the County Council to the other.

1.4 that the Footpath has not been dedicated to the public nor is the use of the Footpath by the public with the Owner's permission to be taken as in any way an intention on the part of the Owner to dedicate the Footpath to the public as a footpath.

1.5 to erect and maintain notices pursuant to section 31(3) of the Highways Act 1980 at point/s agreed between the parties hereto confirming that the Footpath is a permissive footpath and not a public highway.

ARUN DISTRICT COUNCIL LU/116/13/

2. IN CONSIDERATION of the covenants on the part of the Owner hereinbefore contained the County Council hereby declares covenants and agrees with the Owner as follows:

2.1 if demanded to pay the first annual licence fee on the signing hereof and thereafter during the currency of this Licence to pay the annual licence fee on the day of in each year.

2.2 that the County Council will keep the Owner indemnified from and against all actions claims and demands costs losses charges damages and expenses ("claim/s") incurred in respect of the use of the Footpath by the public pursuant to this Licence **PROVIDED THAT:**

2.3.1 on receipt of any claim the Owner shall give to the County Council particulars of such claim and of the circumstances out of which it arose and shall not settle such claim or enter into any negotiations with regard thereto without he prior written consent of the County Council.

2.3.2 the County Council shall not be liable for any claims which arise out of or are due to any act neglect or default on the part of the Owner its officers servants agents or employees.

2.5 not to impede in any way the Owner or its officers servants agents or employees in the exercise of the Owner's rights of control of the land

3. IT IS HEREBY AGREED by and between the Owner and the County Council that notwithstanding the provisions of clause 1.3 hereof this Licence may be determined forthwith by written notice by either party in the event of any breach of the terms of this Licence by the other.

4. IT IS HEREBY AGREED AND DECLARED by and between the County Council and the Owner that the Footpath is not dedicated as a highway and that for the purposes of the Highways Act 1980 the County Council acknowledges this agreement as valid notice pursuant to the provisions of section 31(5) thereof that the Footpath is not dedicated as a highway.

IN WITNESS whereof the Owner and the County Council have caused their common seals to be hereunto affixed the day and year first before written.

SIGNED AS A DEED on behalf of
THE OWNER
by:

ARUN DISTRICT COUNCIL LU/116/13/

THE COMMON SEAL of
THE COUNTY COUNCIL
OF WEST SUSSEX
was hereunto affixed in the
presence of:

Appendix 3

Travel Plan

ARUN DISTRICT COUNCIL LU/116/13/

LAND TO THE SOUTH OF TODDINGTON LANE, LITTLEHAMPTON

63 Residential Units

Framework Travel Plan

Prepared on behalf of Wilmington Homes Limited

PJB/13/1625/TP01

December 2013

VAT Registration No. 771 8621 84 • Registered in England No. 4537910. Registered office: The Old Rectory, Pyle Yard, Bridge Street, Godalming, Surrey GU7 1HF

ARUN DISTRICT COUNCIL LU/116/13/

DOCUMENT CONTROL

Project:	Land to the south of Toddington Lane, Littlehampton 63 Residential Units
Document:	Framework Travel Plan
Client:	Wilmington Homes Limited
Reference:	PJB/13/1625/TP01

Document Checking:

Author:	PJC	[redacted]	Date:	22/04/2013
Checked by:	CMB	[redacted]	Date:	22/04/2013
Approved by:	PMR	[redacted]	Date:	22/04/2013

Status:

Issue	Date	Status	Issued by
1.	14/03/2013	DRAFT	PJB
2.	22/04/2013	FINAL	PJC
3.	8/08/2013	FINAL	PJC
4.	04/12/2013	FINAL	PJC
5.			
6.			
7.			

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Appendix A

ARUN DISTRICT COUNCIL LU/116/13/

1 INTRODUCTION

1.1 Background

1.1.1 Russell Giles Partnership (RGP) is commissioned by Wilmington Homes Ltd and Persimmon Homes to advise on highway and transport planning aspects associated with proposals to develop land to the south of Toddington Lane, Littlehampton to provide a total of 83 residential units.

1.1.2 As part of this instruction, RGP has been commissioned to produce a Framework Travel Plan in support of the proposed development. This Travel Plan is accompanied by a Transport Planning Statement and as such should be read in conjunction with it.

1.1.3 The development of this Framework Travel Plan and its future implementation and monitoring demonstrates a commitment to encouraging and promoting alternative modes of travel to the private car.

1.1.4 In developing this Travel Plan, RGP has reviewed relevant national guidance including the Department for Transport (DfT) documents 'Good Practice Guidelines: Delivering Travel Plans through the Planning System' and 'Making Residential Travel Plans Work: Guidelines for New Developments' as well consulting West Sussex County Council's (WSCC) 'Draft Development Travel Plan Policy.'

1.1.5 Furthermore, the production of this Travel Plan meets the Building Research Establishment's Environmental Assessment Methodology (BREEAM) requirements for credit TRA5: Travel Plan as well as contributing towards TRA1: Public Transport Accessibility, TRA2: Proximity to Amenities, TRA3: Cyclist Facilities and TRA4: Maximum Car Parking Capacity.

1.1.6 In addition, guidance has been obtained from WSCC's document titled 'Business Travel Plans – Info Pack', an extremely useful and effective document which clarifies Travel Planning, setting out the benefits, process and initiatives for consideration in a clear and succinct way.

1.1.7 This Framework Travel Plan is prepared to in part mitigate against the effect of traffic impacts associated with the proposals for 66 residential units as well as encourage residents of the development to use sustainable modes of transport, setting out relevant measures and initiatives, appropriate to the development, with a view to ensuring a targeted approach to travel planning is applied.

1.2 What is a Travel Plan?

1.2.1 A Travel Plan is a strategy through which journeys to/from a location are managed. It comprises a package of measures tailored to the needs of an individual site and aimed at promoting greener, cleaner travel choices by reducing reliance on the private car. The development of such measures can enable individuals and family groups to reduce the impact of travel and transport on the environment whilst also bringing a range of benefits to individuals, to include financial savings and the local community.

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1.2.2 Travel Plans are introduced predominantly for journeys to or from work, although more recently new residential developments have introduced such plans to target individuals at the commencement of their journeys i.e. home. In some instances it is not practical to achieve modal shift from single occupancy car to a more sustainable mode, however by promoting existing transport options and providing a range of alternatives, there are opportunities for individuals to contribute to improving the local environment and their own personal health and well-being.

1.2.3 For **residents** a Travel Plan can:

- improve access to essential services and jobs;
- help provide less stressful options for travel, particularly to work and for the school run;
- present opportunities to build healthy exercise into daily life; reduce journey times to local destinations;
- and reduce the cost of travel, or avert the need to buy a car.

1.2.4 For the **local community** a Travel Plan can:

- make local street less congested, less dangerous, less noisy and less polluted;
- enhance public transport;
- improve the environment and the routes available for walking and cycling; and
- help create a place which is better to live in, work in and visit, which in turn can attract investment.

1.2.5 For **developers** a Travel Plan can:

- satisfy the requirements of local planning and highway authorities, permitting development;
- enhance an establishment's image ('green credentials' and 'social corporate responsibility');
- and offer financial savings, to include reduced expenditure on car park maintenance.

1.3 The "Life Cycle" of a Travel Plan

1.3.1 A Travel Plan is never complete; it is an evolving document and process which requires continuous input and monitoring, as well as on-going commitment from all occupiers of the site and the developer. **Figure 1.1** illustrates the "life cycle" of a Travel Plan from its inception, through to the implementation and monitoring stages.

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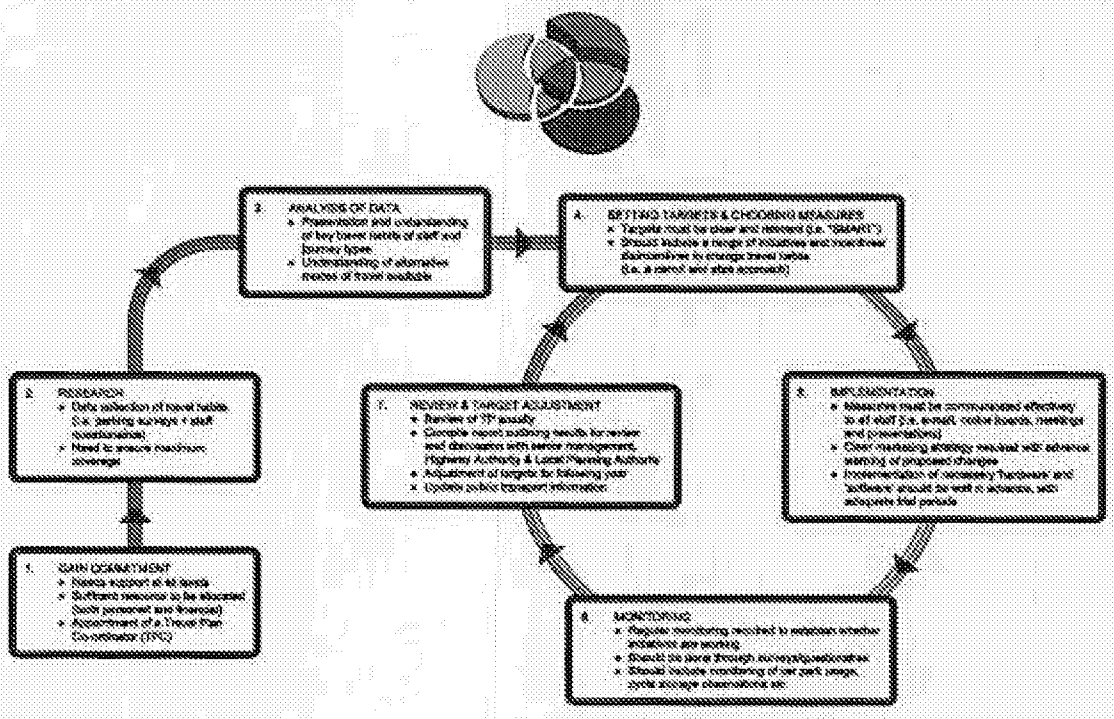


Figure 1.1. Travel Plan "Life Cycle"

1.3.2 As illustrated by the above diagram, there are 7 principal stages required to effectively implement a Travel Plan. These are discussed in greater detail within the relevant sections of this document.

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2 SITE DESCRIPTION AND ACCESSIBILITY CREDENTIALS

2.1 Site Description

2.1.1 The site is located 2km north of Littlehampton town centre, along the southern boundary of Toddington Lane, as illustrated on **Plan 01** attached. This plan includes the locations of schools, retail, leisure, employment and health services in the vicinity, which are considered to be of particular importance to future residents of the site.

2.1.2 The development site is situated within 800m walking distance of local bus stops on Lyminster Road and 2km from Littlehampton rail station in the town centre. The combination of these facilities ensures a thorough provision of public transport facilities throughout Littlehampton and the surrounding areas.

2.1.3 The site is bounded by Toddington Lane along its northern edge, a nursery to the west, a railway line along its southern edge and a small number of residential properties to the east.

2.1.4 Toddington Lane is a predominantly rural single carriageway road subject to a 30mph speed limit. At its north-western extent it meets the A284 Lyminster Road, which runs north to south between A27 near Arundel and Littlehampton town centre. At its south-eastern limit it forms a short pedestrian/cycle only route onto the A259 Worthing Road which runs east to west between

Impending Changes Local to the Site

2.1.5 Adjacent to the site, land primarily north of Toddington Lane has been the focus of another proposed development. Planning permission for a mixed development including up to 1,260 residential units, employment, retail and leisure facilities has been conditionally approved by Arun District Council (Reference number: LU/47/11/).

2.1.6 The complete 85 hectare development area can be seen within the associated planning documents, in particular the 'Red Line Plan'. This comprises land directly west of the site, which is currently used as a nursery, in addition to land immediately north and east of Toddington Lane.

2.1.7 In addition to changing the urban character of the area the development will result in a number of enhancements to the local highway and pedestrian/ cycle routes, and improve public transport service.

2.1.8 A separate but linked proposal was submitted in parallel with this application, detailing a north-south bypass between Littlehampton town centre and the development site.

2.1.9 The aforementioned development is consented and is a material consideration in relation to the proposals to which this Travel Plan is associated. Consequently this Travel Plan takes into account the local infrastructure changes related to LU/47/11 allowing RGP to build a robust understanding of how the completed site is likely to operate in transport terms.

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2.2 Accessibility Credentials

2.2.1 **Plan 01**, attached illustrates the amenities within a 2km walking distance of the site in addition to current public transport facilities and designated pedestrian/ cycle routes which act to encourage travel by non-car modes.

2.2.2 In terms of retail services close to the site there is a convenience store 500m (7 minutes' walk) to the west. Also within walking distance is the Wick Parade shopping precinct on Wick Street, 1.3km (less than 20 minutes' walk) south-west. This facility provides the following services:

- newsagent;
- food/ convenience store;
- bakery;
- post office;
- pharmacy;
- takeaway/ fast food restaurants;
- hair dressers;
- café; and
- laundrette

2.2.3 In addition, the extensive facilities of Littlehampton town centre are accessible by way of a short bus / cycle journey or walking distance of approximately 2km to the south.

2.2.4 Thus, the proposed development is well-placed in the context of Central Government's objective to seek more sustainable travel patterns by reducing the level of car-borne trips.

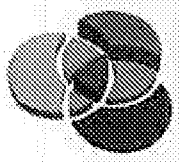
Pedestrian / Cycle Accessibility

2.2.5 It is commonly accepted that walking and cycling can replace motorised transport for journeys of up to 2km and 5km respectively.

2.2.6 Walking and cycling play a vital role in healthy and active lifestyles and if convenient and safe links are available there is significant opportunity to reduce the need for local car trips, thus reducing the traffic volumes on the surrounding highway network.

2.2.7 At present there is limited pedestrian provision in the vicinity of the site with no footways present for approximately 350m in either direction of the sites frontage along Toddington Lane. Residential areas either side of Toddington Lane however have a good pedestrian routes which include wide footways which are well lit with dropped kerbs and tactile paving at designated crossing points. The proposals will seek to tie into the wider pedestrian network via the consented North Littlehampton Scheme.

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2.2.8 To the west of the site Heamfield Road forms a cul-de-sac; however public footpaths here allow pedestrian access through to Lyminster Road.

2.2.9 Footway provision along Lyminster Road, which leads south into Littlehampton, is of a similarly high standard and includes crossings with pedestrian islands at strategic points and signalised pedestrian crossings around the Wick Road roundabout. These footways continue onto Wick Road, leading into the town centre.

2.2.10 At its southern end Toddington Lane meets the A259 Worthing road in the form of a short pedestrian/cycle only route. This includes a signalised pedestrian crossing over the A259 which joins Footpath 3103, a north to south route into Littlehampton town centre.

2.2.11 Public footpaths also extend north of the site where Lyminster and Poling villages can be reached within a 2km (less than 30 minutes) walk.

2.2.12 Cycling infrastructure in the local area is good with shared footways/cycle paths along the majority of Worthing Road. West of the Wick Road roundabout an off-road cycle route runs parallel to Worthing Road up to its junction with Eldon Way.

2.2.13 A well-marked and regularly signposted traffic-free cycle path runs parallel to Horsham Road, from The Bodyshop roundabout on Worthing Road south to the Littlehampton Academy. From Elmgrove infant school it heads in a westerly direction as far as North Ham Road, passing close to Arlin Vale Infant School.

2.2.14 Additionally the local topography is flat and therefore considered conducive to journeys on foot and by cycle.

Bus

2.2.15 At present the nearest bus stops to the site are located along Lyminster Road, close to its junction with Mill Lane, as shown on **Plan 01**. These are approximately 800m (a 10 minute walk) west of the site.

2.2.16 These stops are served by Stagecoach's Coastliner 700 route between Portsmouth and Brighton. This service runs every 10 minutes with stops in Littlehampton town centre as well as other local towns such as Chichester, Bognor Regis, Worthing and Shoreham.

2.2.17 Further to the Coastliner 700 there are a number of supplementary routes serving local schools and large supermarkets.

2.2.18 A summary of these local bus services is included in **Table 1** below and extensive timetables can be found at http://www.travelinesoutheast.org.uk.

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BUS SUMMARY			
Bus No	Route	Typical Frequency	Hours of Operation
602	Rustington - St Philip Howard School	1 per day	School Hours
700	Portsmouth - Brighton	Mon-Sat: 3 per hour Sun: 1 per hour	Mon-Sat: 06:00-23:00 Sun: 07:00-09:00
A3	Billingshurst - Asda, Ferring	1 per day	Morning
T3	Fontwell – Tesco, Littlehampton	1 per day	Midday

Table 1: Timetable of Local Bus Services

Rail

2.2.19 Littlehampton train station is located just over 2km south of the site (approximately 30 minutes' walk or a 10 minute cycle) on Terminus Road. Facilities at the station are good and include secure, sheltered cycle parking with bus stops in close proximity.

2.2.20 Littlehampton is the only station on a short branch of the West Coastway Line, which operates between Southampton and Brighton as shown in **Figure 2.1** below. From here services depart to Bognor Regis at a frequency of 1 train per hour and to London Victoria and Portsmouth at a frequency of 2 per hour.

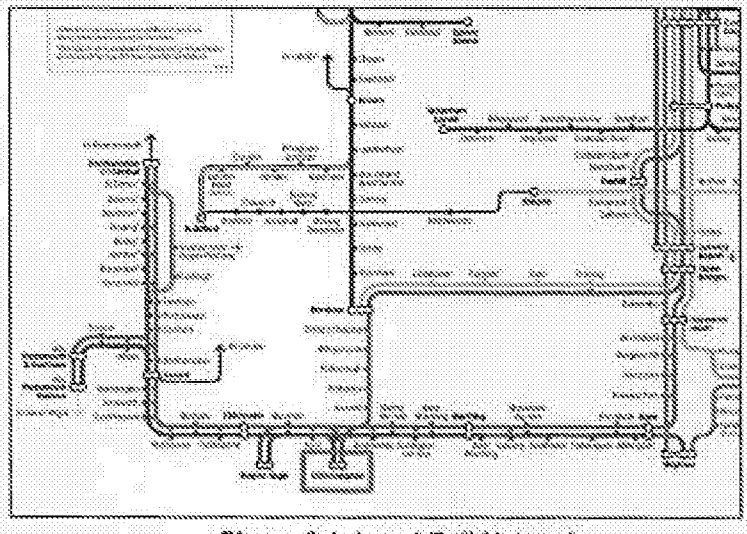


Figure 2.1. Local Rail Network

2.2.21 Journeys to London Victoria typically take around 1 hour 45 minutes calling at numerous stops en route, including Worthing, Hove, Gatwick Airport and Clapham Junction. Trains to Portsmouth are generally stopping services with a typical duration of 1 hour. These call at 13 stations en route, the most notable of which are Chichester and Havant. Trains to Bognor Regis are typically shuttle services which take 22 minutes, calling at Ford and Barnham. The services on offer are summarised in **Table 2** below.

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RAIL SERVICES		
Destination	Typical Frequency	Journey Time
Portsmouth	2 per hour	56 minutes
London Victoria (via Worthing and Hove)	2 per hour	1 hour 45
Bognor Regis	1 per hour	19 minutes
Brighton	1 per hour (peak times only)	48 minutes

2.2.22 Extensive details of train services and live journey updates from Littlehampton station are available to view online at www.nationalrail.co.uk.

Accessibility by Taxi

2.2.23 The following taxi firms operate within the Littlehampton area:

- Trident (01903 733030)
- A2B (01903 716161)
- Apollo (01903 723030)

Upcoming Improvements

2.2.24 As a result of the significant development adjacent to this site, for which permission has been granted, there will be a number of improvements to local pedestrian, cycle and public transport facilities.

2.2.25 Pedestrian improvements will include continuous footways extending the full length of Toddington Lane which will include informal crossing facilities; and along the Fitzalan Link Road, which will pass over the railway line via a new bridge.

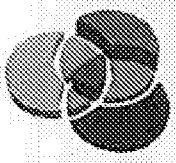
2.2.26 This southern section of the Fitzalan Link will include pedestrian crossing facilities. A signalised pedestrian crossing will be located at the northern end, with toucan crossing at the new roundabout at the A259 junction. Further to these there will be a series of uncontrolled crossings around the B2187 roundabout and interspersed along the link road.

2.2.27 The existing level crossing on Toddington Lane is to be removed and replaced by a pedestrian/cycle bridge, which will include a lift. In addition, the closure of this level crossing will result in reduced traffic levels to the eastern end of Toddington Lane, making it a much safer and more attractive pedestrian/ cycle route.

2.2.28 This separate development also includes provision for additional bus services. It is proposed that a new route will form a loop from the town centre to the new development via Wick Street, along Worthing Road and up the new bypass link. It is planned that this service will operate 7 days a week with a half-hourly frequency between 06:00-21:00 on weekdays and 09:00-16:00 on weekends.

2.2.29 Moreover, the formation of this new route will result in additional bus stop sited throughout the new development within a comfortable walking distance, some of which will be less than 300m (a 4 minute walk) from the site.

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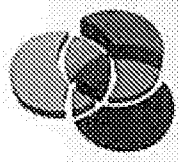


2.2.30 The construction of this neighbouring development will bring about improvements to local amenities through the creation of additional services. A new retail area will be situated 250m (a 3 minute walk) north of the site. Other provisions including a commercial area, schools and sports facilities will be built within the Toddington development site. The combination of these helps to considerably improve the accessibility and sustainability of the site, with extensive pedestrian and cycle facilities throughout the development area. These improvements will be communicated to the residents of this site as they develop and in time, when they become active.

Summary

2.2.31 The site is well located to allow convenient walking, cycling and public transport trips to a number of likely destinations. The town centre is on the verge of the 2km threshold for walking trips, with several schools, shops and employers located well within this accepted limit. Frequent and fast train services connect Littlehampton to many local towns and cities, with the station easily accessible by bus or bicycle. Pedestrian/ cycle and public transport links are good at present and are anticipated to be further improved as a consequence of the neighbouring development. It is therefore proposed that sustainable modes of transport could be the primary choice for the majority of trips from the site.

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3 AIMS, OBJECTIVES AND TARGETS

3.1 Aims and Objectives

3.1.1 It is now widely accepted that we cannot build our way out of congestion. Instead the approach has to be to reduce the need to travel by private car by increasing travel choice.

3.1.2 Research has shown that modal shift is most effective when targeting regular journeys, which are short in length. In addition, it is known that once travel patterns of individuals have been established it is more difficult to encourage them to change. A vital element is therefore to encourage new residents to consider the benefits of using sustainable transport prior to moving into their new home.

3.1.3 This Travel Plan represents a long term strategy to promote more sustainable travel and to offer realistic transport choices for all journeys associated with the proposed residential development.

3.1.4 The overall aim of this Travel Plan therefore is to reduce reliance upon the private car by effecting a change in attitude to travel and increasing awareness of alternative modes and the associated benefits of sustainable transport.

3.1.5 This is most effectively achieved through the provision of clear and concise information, to include:

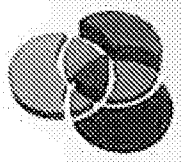
- Routing, timetable and ticketing information for bus and train services;
- Cost data comparing public transport and private car journeys;
- The health benefits of walking and cycling, safety advice and recommended routes; and
- Details of the West Sussex Car Share scheme.

3.1.6 Without such information, the car is often perceived to be the easiest travel option, even if from a cost and duration of journey perspective this may not be the cass. Similarly, if a resident is unaware of the availability of local shops and services, then they may choose to travel a greater distance than they need to in order to access a service, which would undoubtedly impact on their modal choice.

3.1.7 The objectives of the Travel Plan can be summarised as follows:

- Establish travel behaviour patterns and recognise any barriers to change;

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- Identify measures to reduce the reliance on private car and enable the development to secure a long term reduction in traffic generation arising from the site;

- To foster awareness of and buy into the Travel Plan amongst residents; and

- Introduce a package of physical and management measures that will facilitate and actively encourage use of sustainable modes.

3.2 Targets

3.2.1 Targets are important since they give the Travel Plan direction from its inception, providing a measurable goal to aim for.

3.2.2 When setting site specific targets it is important that they are "SMART" in order that the outcomes can be quantified and an assessment of what the Travel Plan has or will achieve can be made.

Specific

Measurable

Achievable

Realistic

Time-bound

3.2.3 Since the aim is to reduce reliance on the single-occupancy private car, it seems most appropriate to set targets which relate well to this overall aim. Therefore, a suitable Travel Plan target would be:

To reduce the number of vehicle trips generated by the residential development over a 12 hour period (Weekday 7am – 7pm) by 15% within 5 years.

3.2.4 It is recognised that milestone / action targets have an important role within the implementation, monitoring and review of the Travel Plan and as such these are discussed in **Section 5** of this report.

3.3 Baseline Data

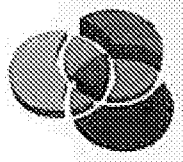
3.3.1 It is necessary to collect data to establish and understand the baseline travel habits, against which the Travel Plan's progress can be measured, however until such time as the site is operational it is not possible to collect this information. It is therefore recognised that Travel Plans prepared in advance of occupation provide an initial strategy through which sustainable travel practices can be promoted.

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3.3.2 To inform the development of a Full Travel Plan and assist in establishing suitable targets representative of the residents' specific needs, travel surveys will be distributed within 3 months of the development's occupation. The questionnaires distributed will accord with the national TRICS Standard Assessment Methodology (SAM) and obtain information on travel mode and distance travelled for key journey purposes as well as attitudinal data pertaining to the reasons why different transport options are utilised and measures which would encourage / maintain the use of sustainable transport.

3.3.3 Upon receipt of the completed travel surveys the Framework Travel Plan should be reviewed and updated accordingly to ensure that appropriate and targeted measures are implemented, with a revised document issued to WSCC for their agreement.

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4 MEASURES AND INITIATIVES

4.1 Background

4.1.1 This section considers the Travel Plan initiatives that will be introduced, refined and expanded upon during the life of the Travel Plan.

4.1.2 As with any Travel Plan it is important to identify a number of measures which will act to encourage use of alternatives to the private car. However it is also necessary to ensure that the measures promoted are appropriate to the site's particular location giving the existing infrastructure and demographics.

4.1.3 In this instance it is also important to consider how the infrastructure in the area will be altered in order to tailor site-specific measures. A number of additional local pedestrian/ cycle and bus routes are planned and as such will have an impact on the travel behaviour of residents.

4.1.4 The implementation of the listed measures, which include awareness initiatives and infrastructure provision, are at the core of this Travel Plan.

4.2 Measures and Initiatives

4.2.1 The following travel initiatives are aimed at residents of this development. All residents will be made aware of the existence of the Travel Plan, its objectives and the role of individuals in achieving the aspirations of the Travel Plan.

Travel Information

4.2.2 The most important single element of the Travel Plan is the dissemination of travel information. A principal reason why residents might not travel sustainably is because they are unsure of the available routes for walking and cycling and unaware of the timetable and ticket / pricing information related to public transport use.

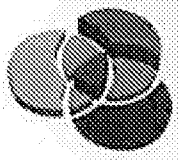
4.2.3 Information pertaining to all modes of transport available for journeys to and from the site will be communicated within a moving in pack distributed to all residents.

4.2.4 The following information, which can be obtained from WSCC's website, would be included:

- Local walking and cycling routes, to include promotion of the West Sussex online cycle journey planner (www.cyclejourneyplanner.westsussex.gov.uk) which provides information on the fastest and quietest cycle routes, as well as journey times, distance, CO_2 and calorie savings;

- Public transport fares, times and route maps;

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- Full details of the West Sussex County Council concessionary bus fare scheme for young people aged 5-19 (3in1 card scheme).

- Details of the County Council Cycle Journey Planning tool available on the Authorities website.

- Posters illustrating the health, financial and environmental benefits of sustainable travel; and

- Details of West Sussex's car share scheme: www.westsussexcarshare.com

- Details of local schools with active Travel Plans

- A travel voucher worth up to £150 per dwelling. These could be exchanged for a number of travel options.

4.2.1 The above mentioned voucher could be exchanged for one, or a combination of the following: a season ticket for the local bus service; a rail season ticket or network card; a contribution towards the purchase of a new cycle and / or equipment; up to 3 WSCC 3-in-1 concessionary cards (for 5-19 year olds – details at www.yourspacewestsussex.co.uk); bikeability cycle training for up to 4 members of the household (details available at www.westsussex.gov.uk/cycling); or 12 months free membership to any local Car Club (including joing fee).

4.2.2 Where appropriate, this information should also be communicated to new residents through the sales and marketing team prior to property purchase. It may also prove beneficial to offer personalised journey planning advice i.e. a travel plan containing bus route and timetable information specific to a resident and their regular journeys.

4.2.3 The destinations which are considered most relevant and for which information will be contained within the travel pack would include local schools, shops, leisure facilities, the town centre and Littlehampton rail station.

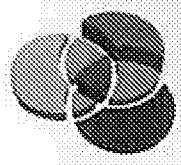
4.2.4 For each of the destinations identified above the following information would be provided:

- contact details for the destination, including for the Travel Plan Coordinator, where available;

- details of the services and facilities available at each destination (i.e. Which stores offer home delivery for grocery shopping – in this instance; Asda, Tesco, Sainsbury's, Ocado & Waitrose all deliver to the site); and

- simple cost-benefit analysis of public transport versus the use of the private car.

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4.2.5 Site-specific multi-modal travel information leaflets, posters and interactive pdf's are available through Pindar's Travel Plan mapping solution via an arrangement with WSCC.

4.2.6 It may also be possible to provide an electronic information display within a communal area or on a community website allowing residents to view real-time bus and train information. The feasibility of these measures should be investigated by the site's occupier.

Car Sharing

4.2.7 Car sharing is when two or more people travel together. It represents a relatively convenient alternative form of travel if a suitable match can be found. A major reason why individuals do not share is that they are unaware of potential sharers and do not have the inclination to approach others.

4.2.8 As part of the Travel Plan, the car sharing website www.westsussexcarshare.com, part of www.liftshare.com, will be promoted. This service is free to sign up to and aims to facilitate car sharing on a regular basis by enabling users to contact others who they could potentially share with.

4.2.9 Liftshare is the UK's largest car share database with nearly 300,000 registered members, of which 1,500 are registered within West Sussex. Liftshare operate over 1,200 car share schemes around the UK and it is typical for 45% of registered members to be part of a car share group which regularly travels together.

4.2.10 From the data available and summarised above, it is anticipated that a car share scheme would on average reduce the number of private car journeys associated with a residential site by 1-2%.

4.2.11 Since the investment is negligible, it is anticipated that this measure is worthwhile and cost effective.

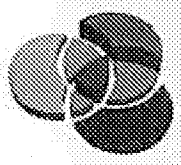
4.2.12 Car sharing is a successful Travel Plan measure. It provides the convenience of car travel whilst offering financial savings. For example, a commuting journey of 5 miles a day, each way, would generate annual running costs of approximately £1600. See **Appendix A** for calculation factors used. By joining a car share scheme the number of trips made would be reduced and significant cost savings could be made, including on parking charges for those travelling into Worthing or Brighton, for example.

4.2.13 Car sharing does not have any implications for car insurance as long as a profit isn't made.

Cycle Related

4.2.14 In addition to cycle parking provision which will be incorporated into the development's construction, there are several other cycle initiatives which can contribute to increasing the use of this mode.

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4.2.15 As mentioned previously, residents will be provided with a voucher which can be exchanged for a discount on the purchase of bicycles and accessories at local cycle shops (of which there are at least six within 4km). In addition, some residents may be eligible to purchase a bicycle through a 0% interest loan / cycle to work scheme, however this will be dependent upon their individual employer. Furthermore, West Sussex County Council has negotiated various discounts with a number of bike shops across the country to allow those who live in a development where a residential travel plan is in place to take advantage of these discounts. The nearest shop offering such discounts is Raleigh Cyclelife (14km from the site). Further details can be found on the West Sussex County Council website at the following address: http://www.westsussex.gov.uk/living/roads_and_transport/travelwise/cycling/cycle_to_work_scheme.aspx#discounts

4.2.16 Additional measures that could be implemented include:

- cycle training classes (these can be arranged by WSCC);
- bicycle user group / cycle buddies; and
- bike doctor (maintenance).

On-Site Infratructure

4.2.17 All of the residential properties will be designed to facilitate the use of broadband internet which will enable occupants to work from home and to purchase shopping online and have it delivered, thus reducing the need to travel off-site by car. Thought should also be given to providing a central delivery point on-site (to include cold storage for the delivery of grocery shopping); this will make it easier for residents who are unable to wait in for deliveries during the day.

4.2.18 Car parking will be provided in accordance with WSCC standards for residential developments to ensure a balance between providing adequate provision to prevent overspill into surrounding roads and encouraging travel by means other than the private car.

4.2.19 In terms of cycle parking, secure parking will be provided in the form of garages or sheds, in line with local council guidance. This would increase the likelihood of residents owning and therefore using a bicycle as a mode of transport.

4.2.20 The accompanying Transport Assessment contains a full assessment of the car / cycle parking provision to be afforded.

Public Transport Tickets

4.2.21 It may be possible for the Travel Plan Coordinator to negotiate discounts on regular travel tickets for residents belonging to a residents' group, by liaising with the local bus and train operators.

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4.2.22 For those aged 5 to 19 who live and study within West Sussex WSCC offer a 3 in 1 card which provides discounted bus travel at all times of the day or week (excludes travel on night buses). For a £50 application fee the card permits reduced cost journeys anywhere within West Sussex, including routes across the county boundary to Brighton, Portsmouth, Guildford, Redhill and Tunbridge Wells. Those at school up to and including Year 11 get an additional 25% off the advertised fare, which in the case of some operators effectively gives a 75% discount, whilst those in further full time education are entitled to a discount equal to 50% of the adult fare.

4.3 Effectiveness of Travel Plan Measures

4.3.1 The measures and initiatives detailed above would reduce the level of car use associated with the site, consequently increasing the use of sustainable modes and achieving the target set. However the list is not exhaustive and the appointed Travel Plan Coordinator is encouraged to investigate other potential initiatives, especially those which would reduce the number of trips made by car.

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5 IMPLEMENTATION, MANAGEMENT AND REVIEW

5.1 Implementation / Management

5.1.1 This Travel Plan should be implemented immediately following approval from the Local Planning Authority, with a Full Travel Plan, containing details of the Travel Plan Coordinator prepared and submitted to WSCC prior to occupation of the first dwelling.

5.1.2 It is recommended that a launch event is held to introduce the Travel Plan to residents. The Travel Plan Coordinator's details should also be given out at this time. It is recommended that a Travel Plan Coordinator is appointed by the management company responsible for the residential units.

5.1.3 A Travel Plan Coordinator manages the Travel Plan on a daily basis. The Travel Plan Coordinator will be required to sign the Full Travel Plan to demonstrate their commitment and their contact details should be detailed within.

5.1.4 The Travel Plan Coordinator would be responsible for implementing and promoting the Travel Plan. This would include commissioning an annual travel audit in accordance with the TRICS Standard Assessment Methodology for Travel Plans, ensuring up-to-date travel information is displayed and communicating with WSCC's Travelwise / Travel Planning Officer. It will also be beneficial for the Travel Plan Coordinator to forge links with businesses, organisations and schools in the neighbourhood, including the neighbouring Toddington development, to share Travel Plan ideas and experience. Ensuring the community is kept up to date with the Travel Plan and are aware of upcoming development in the wider area (e.g. giving notification of when a new bus services will commence or when local transport improvements as part of a neighbouring development are due to take place/complete) will be a key part of the Travel Plan Coordinator's role.

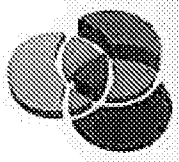
5.1.5 The formulation of a Steering Group which meets regularly can aid in the execution and development of the Travel Plan providing both a discussion forum and mechanism by which the Travel Plan Coordinator can delegate tasks. It is recommended that the Steering Group includes occupants of the neighbouring employers on the site to ensure that opportunities for joint working and mutual benefits are explored.

5.1.6 It is envisaged that the Travel Plan Coordinator role will involve approximately 1-2 hours of management time per week.

5.2 Interim Targets

5.2.1 **Table 5.1** overleaf sets out shorter term goals, which will contribute towards achieving the overall target of the Travel Plan.

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Action	Target Date(s)
Hold a launch event	Upon Opening
Establish Travel Plan Noticeboards	Upon Opening
Update travel noticeboard	Quarterly
Provide personalised journey planning clinics	Quarterly
Hold car share group meetings	Bi-annually
Ensure 50% of residents are registered on the car share database	Within 6 months of opening
Decrease the number of residents who travel to work by single occupancy car by 5%	Within 2 years of opening
Increase the number of residents travelling by sustainable modes (walk, cycle, bus and train) by 2.5%	Within 2 years of opening

Table 5.1 Interim Targets

5.2.2 The targets stated above will be reviewed on an annual basis and should be achieved by the target dates specified. If they have been attained they will be modified to provide further more challenging targets, while if the targets have not been achieved the reasons why should be investigated and the measures in place reviewed, added to or modified to ensure that the overall target will be met by year five.

5.2.3 Future targets will be established through a process of consultation with West Sussex County Council and other parties concerned with the operation of the site to ensure that they are appropriate in the context of the objectives, yet realistic and achievable.

5.3 Review

5.3.1 The Travel Plan will be reviewed on an annual basis for at least five years to assess its progress towards the overall target and identify the requirement for future improvement and refinement. The Travel Plan Coordinator will arrange for multi modal TRICS compatible surveys to be conducted yearly by an accredited data collection company.

5.3.2 It is advised that the following items are considered as part of the monitoring process:

- the level of car park usage within the site and on nearby streets;
- the demand for cycle parking;
- the take-up by residents of the car sharing scheme; and
- comments made by residents relating to the operation and implications of the Travel Plan.

5.3.3 The Travel Plan Coordinator will update the Travel Plan and compile an Annual Monitoring Report on a yearly basis. The report will outline the results of the annual review and incorporate the results of on-going informal monitoring carried out through the preceding period. A copy of the report will be sent to West Sussex County Council's Auditing Service for comment and discussion as well as being filed for records.

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5.3.4 To maintain the emphasis of the Travel Plan it is suggested that the results of the monitoring / review process are communicated to all users. This could be done by displaying data on the Travel Plan noticeboard and/or company website, including an article in a community newsletter or in conjunction with a Travel Plan event e.g. National Liftshare Week, European Mobility Week, In Town Without My Car Day or Cycle to Work events etc. Additional promotional activities could include taking part in WSCC's Commuter Challenge and / or organising a pedometer competition.

5.4 Annual Budget

5.4.1 This section provides information on the cost of implementing this Travel Plan. These details will be updated in future iterations of this document as appropriate.

5.4.2 An initial budget will be allocated to finance measures identified, although it is recognised that many of the infrastructure measures will be included in the construction costs. This will be reviewed by the Travel Plan Coordinator on an annual basis to establish the level of further investment required in order to achieve the Travel Plan targets.

5.5 Approval

5.5.1 This Travel Plan is prepared by Russell Giles Partnership on behalf of Wilmington Homes Ltd.

I hereby approve this Travel Plan for implementation at the following site:

Toddington Lane North

Paul Jackson-Cole

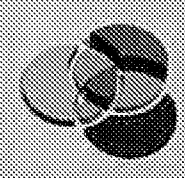
Transport Consultant - Russell Giles Partnership

Signed: [redacted] Date: 22/04/2013.

Travel Plan Coordinator

Signed: Date:

ARUN DISTRICT COUNCIL LU/116/13/



PLANS

BUS SUMMARY

Bus No.	Route	Typical Frequency	Hours of Operation
602	Rustington - St Philip Howard School	1 per day	School Hours
700	Portsmouth - Brighton	Mon-Sat: 3 per hour Sun: 1 per hour	Mon-Sat: 06:00-23:00 Sun: 07:00-09:00
A3	Billingshurst - Asda, Ferring	1 per day	Morning
T3	Fontwell – Tesco, Littlehampton	1 per day	Midday

Site Location
Convenience Store
Business Park
Business Park
Worthing Road Recreation Ground
Wick
Dental Surgery
Cornfield School
Summerlea Primary School
Retail
St. Catherine's Catholic School
Flora McDonald Junior School
Lineside Industrial Estate
Rustington Primary School
The Littlehampton Academy
GP Surgery
Elm Grove Infant School
Arunside Industrial Estate
Playing Fields
Riverside Industrial Estate
Arlin Vale Infant School
Littlehampton Station
Medical Centre
Town Centre Retail
Littlehampton Sports Field

LEGEND

- SITE LOCATION
- RAIL STATION
- 2KM WALKING ISOCHRONE
- LOCAL BUS STOPS
- PUBLIC RIGHTS OF WAY
- CYCLE ROUTES
- EDUCATION
- LEISURE / RECREATION
- RETAIL

[redacted]

Transport Planning and Infrastructure Design C
The Old Stables, Fry's Yard, Bridge Stree
Godalming, Surrey, GU7 1HP
Tel: 01483 861681 Fax: 01483 861682
www.tgp.co.uk

[redacted]

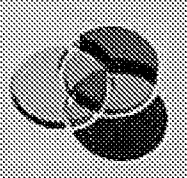
Client:
Wilmington Homes

Project:
Land at Toddington Lane

Title:
Accessibility Plan

Plan No:	Job No:	Date:	Scale:
Plan 01	12/1625	Jan 2013	NTS
Drawn By:	Checked By:	Approved By:	Rev:
PJB	PJC	FMR	-

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APPENDIX A

Annual Cost of a 5 mile car journey to / from work (10 mile round trip)

Based on a petrol car which cost £16,000 to £20,000 new

(cost data obtained from "AA Running Costs 2011 / 12 – Petrol Cars")

Standing Charges	Vehicle Excise Duty (Road Tax)	£245	per year
	Insurance	£965	per year
	Cost of Capital (loss of income from having money tied up in a vehicle)	£380 (costs associated with loans / hire purchase are in addition to this)	per year
	Depreciation	£2467	per year
	Breakdown Cover	£50	per year
	Total	41.07p	pence per mile (based on 10,000 miles a year)
Running Costs	Petrol	16.76p	pence per mile*
	Tyres	1.65p	pence per mile
	Service Labour Costs	3.65p	pence per mile
	Replacement Parts	2.08p	pence per mile
	Parking and Tolls	1.80p	pence per mile
	Total	26.14p	pence per mile
	TOTAL COST	67.21p	pence per mile (based on 10,000 miles a year)
Summary	DAILY TRIP COST	£6.72	10 mile round trip
	WEEKLY COST (5 days)	£33.60	
	ANNUAL COST**	£1612.80	
	POTENTIAL SAVING	**£806.40**	**If ½ of all journey to work trips are shared**

Notes:

* Assuming fuel costs of 133.3 pence per litre

** Based on a 48 working weeks per year

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Appendix 4

Fire Hydrant Requirements

ARUN DISTRICT COUNCIL LU/116/13/

WEST SUSSEX FIRE & RESUCE SERVICE

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

1.0 Water Undertakers

The water undertakers in the County are as follows:

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

2.0 Hydrants

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

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

2.1 Hydrants on New Mains

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

2.2 New Hydrants on Existing Mains

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

2.3 Location and spacing of Hydrants

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

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

1 Residential (to include Sheltered Housing)

Approximately 360 metres apart

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

II Industrial, Industrial Estate and Associated Risks:

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

III Hospitals, Institutions, Hotels etc:

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

IV Educational Establishments and Other County Council Premises excepting previously outlined:

To conform to any relevant Code of Practice. In the absence of such guidance 180 metres apart and no further back to a hydrant than 100 metres from risk

V Town Centres, Shopping Buildings, Malls and Other Major Commercial Developments:

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

VI Rural Areas:

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

VII Trunk Road and Motorways:

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

VIII Major Risks:

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

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

3.0 Water Supply

3.1 Diameter of Water Mains

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

3.2 Water Pressure

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

Appendix 5

Nominations Agreement

ARUN DISTRICT COUNCIL LU/116/13/

DATED 20XX

XXXXXXXXXXXX

and

ARUN DISTRICT COUNCIL

DEED OF NOMINATION

for

XXXXXXXXXX

ARUN DISTRICT COUNCIL LU/116/13/

THIS DEED OF NOMINATION RIGHTS is made the day of 20XX

BETWEEN

(1) **REGISTERED PARTNER XXXXXXXXX**

(2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN15 7LF

1. DEFINITIONS

In this Deed :

1.1 **"Initial Let"** means the first tenancy of such newly constructed and previously unoccupied Rented Unit.

1.2 **"Nominee"** means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit.

1.3 **"Nomination List"** means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).

1.4 **"Property"** means the land at XXXXXXXXXXXXXXXXX

1.5 **"Rented Units"** means xxxxxxxxxxx.

1.6 **"Subsequent Nominee"** means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.

1.7 **"Tenancy Agreement"** means an assured Tenancy Agreement in a form prepared by the Registered Partner (RP) and containing terms which accord with the form of Tenancy Agreement being used by the RP from time to time for its general lettings.

1.8 **"Vacancy Notice"** means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the

ARUN DISTRICT COUNCIL LU/116/13/

date of this Deed) the function of such notice being the notification to the Council by the RP that the construction and fitting out of the Rented Unit is completed.

1.9 **"Void"** means a Rented Unit which is vacant otherwise than as a result of the tenant having:

1.9.1 moved to other accommodation either by transfer or decant provided by the RP;

1.9.2 moved to other accommodation under a reciprocal arrangement provided by another registered partner registered with the Homes and Communities Agency under the Housing Act 1996.

1.10 **"Void Notice"** means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void.

2. ENABLING PROVISIONS

This Agreement is made pursuant to s111 of the Local government Act 1972 s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

3. PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units.

Initial Lets

3.1 The RP shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.

3.2 The RP shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.

3.3 The Council shall within ten working days of receipt of a Vacancy Notice serve upon the RP the Nomination List setting out a list of Nominees.

ARUN DISTRICT COUNCIL LU/116/13/

3.4 The Nomination List to be served by the Council under clause 3.3 shall:

3.4.1 specify the appropriate category of Rented Unit to which it relates; and

3.4.2 indicate the priority for the housing of the Nominees.

3.5 The RP shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of ten working days of receipt of the Vacancy Notice.

3.6 The RP shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.

3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RP's offer and the RP shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.

3.8 In the event of the second selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RP shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the prescribed time limits the RP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.

3.9 The RP's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

ARUN DISTRICT COUNCIL LU/116/13/

Voids

3.10 Should a Rented Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case:

3.10.1 the RP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

3.10.2 within ten working days of receipt of the said notice the Council shall serve upon the RP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.

3.11 The RP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within ten working days of receipt of the Void Notice.

3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RP shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.

3.13 The RP shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

3.14 The RP shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:

3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;

3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;

3.14.4 a person accepting an offer of a tenancy from the RP;

ARUN DISTRICT COUNCIL LU/116/13/

3.14.5 the RP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.

3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.

3.16 Within ten working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RP the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.

3.17 If the Council shall within the period mentioned in clause 3.16 notify the RP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.

3.18 The RP shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.

3.19 On 1 April 1 July 1 October and 1 January in each year the RP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RP and the Council.

3.20 The RP shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RP the grant of a Tenancy to such Nominee would be in contravention of the RP's registered rules or its letting criteria.

3.21 The Council shall immediately notify the RP in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.

3.22 When calculating percentage for the purposes of this Deed percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.

ARUN DISTRICT COUNCIL LU/116/13/

3.23 The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

4. NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting.

5. TRANSFERS TO OTHER REGISTERED PARTNERS

The RP shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council.

6. MOTGAGEES IN POSSESSION

The provisions of this Agreement shall not apply to any mortgagee in possession or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.

7. DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8. COSTS

The RP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this deed.

9. AGREEMENTS AND DECLARATIONS

The parties agree:

ARUN DISTRICT COUNCIL LU/116/13/

9.1 nothing in this deed fetters or restricts the exercise by the Council of any of its powers; and

9.2 the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

EXECUTED as a **DEED** by
XXXXXXXXX
acting by:

Director

Director/Secretary

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

.....

ARUN DISTRICT COUNCIL LU/116/13/

Appendix 6

List of Registered Providers Approved by Arun District Council

Affinity Sutton
(Sunita Aujila)
Cams Hall
Cams Hill
Fareham
Hampshire
PO16 8AB
sunita.aujla@affinitysutton.com
Tel: 01329 227555

Guinness Hermitage
(Damian Haley)
Hermitage House
7 St Georges Walk
Waterlooville
Hants
023 9271 4662
Damian.haley@guinness.org.uk

Hyde Martlet
(John Martin)
Martlett House
Southern Gate
Chichester
West Sussex
PO19 8SG
Tel: 01243 816960
John.martin@hyde-housing.co.uk

Hastoe Group
(Jane Gallifent)
Marina House
17 Marina Parade
Hampton House
Hampton Wick
Kingston upon Thames
KT1 4BH
Tel: 020 8973 0438
jgallifent@hastoe.com

Worthing Homes
1 Chapel Road (Chris Pelling-Fulford)
Worthing
West Sussex
Tel: 01903 703140

ARUN DISTRICT COUNCIL LU/116/13/

cpellingfulford@worthing-homes.org.uk

Raglan Housing Association
(Jackie Burton)
2nd Floor Westover House
West Quay
Poole
Jacqueline.burton@raglan.org
Tel: 01202 645873

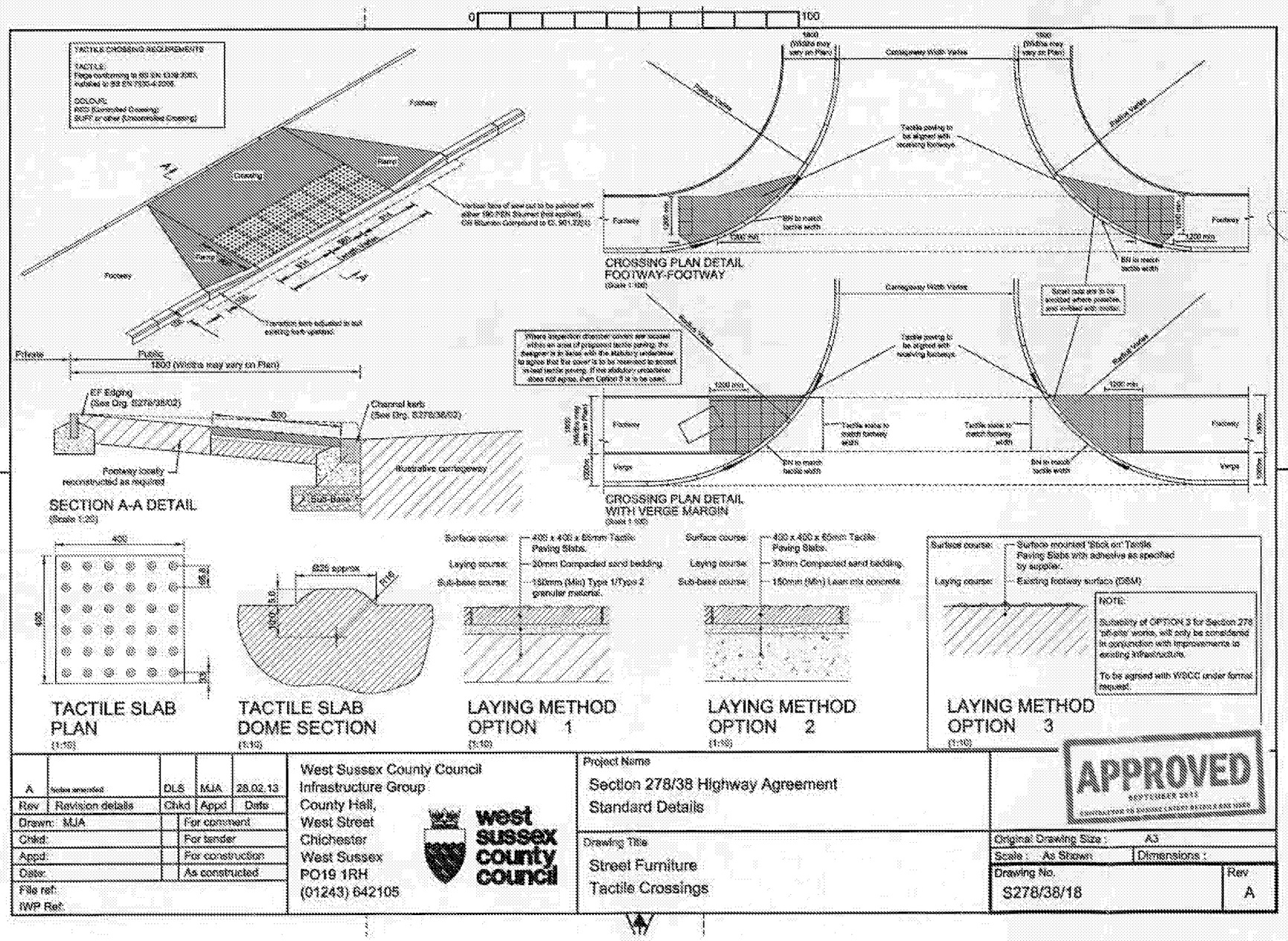
Southern Housing Group
(Liz Hills)
Spire Court
Albion way
Horsham
West Sussex
Liz.hills@shgroup.org.uk
01403 224814

ARUN DISTRICT COUNCIL LU/116/13/

Appendix 7

Uncontrolled Pedestrian Crossing Specification

ARUN DISTRICT COUNCIL LU/116/13/



ARUN DISTRICT COUNCIL LU/116/13/

Signed as a Deed by HENRY FERDINAND WHITAKER in the presence of:

[redacted]

Witness signature [redacted]

Name (in block capitals) GAVIN J. CLARK

Address 6 CHURCHILL COURT, 112 THE STREET, RUSTINGTON

[redacted]

Signed as a Deed by WILMINGTON HOMES LIMITED acting by a director and its secretary or by two directors:

[redacted]

Director

[redacted]

Director/Secretary

The common seal of the ARUN DISTRICT COUNCIL was hereunto affixed in the presence of:

[redacted]

Authorised Signatory

The common seal of the WEST SUSSEX COUNTY COUNCIL was hereunto affixed in the presence of:

[redacted]

Authorised Signatory

[redacted]

ARUN DISTRICT COUNCIL LU/116/13/