



dated

2021

(1) Boklok Housing Limited

And

(2) Arun District Council

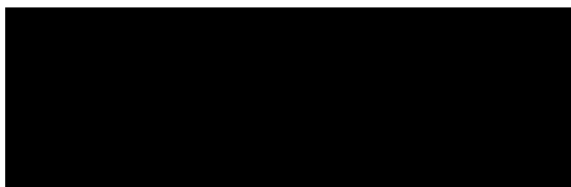
And

(3) West Sussex County Council

**Planning Obligation by Deed of Agreement pursuant to
Section 106 of the Town and Country Planning Act 1990**

in relation to land south of Littlehampton Academy, Fitzalan Road,
Littlehampton, West Sussex BN17 6FE

Trowers & Hamlins LLP
3 Bunhill Row
London
EC1Y 8YZ



trowers & hamlins

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Agreement

Dated 2021

Parties

- (1) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ (the "**County Council**");
- (2) **BOKLOK HOUSING LIMITED** (company number 11989509) whose registered office is at Maple Cross House, Denham Way, Maple Cross, Rickmansworth Hertfordshire, WD3 9SW (the "**Developer**"); and
- (3) **ARUN DISTRICT COUNCIL** of The Civic Centre Maltravers Road Littlehampton BN17 5LF (the "**Council**").

Introduction

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated.
- (B) The County Council is the Education Authority the Library Authority and the Fire and Rescue Authority for the area within which the Application Site is situated.
- (C) The County Council is the freehold owner of the whole of the Application Site.
- (D) Pursuant to the Contract the Developer has acquired an interest in the Application Site.
- (E) The Application has been made to the Council for planning permission for the Development on the Application Site.
- (F) On *[insert date]* the Council resolved to grant Planning Permission subject to, amongst other things, the prior completion of this Agreement.
- (G) The Council and County Council consider it expedient should planning permission be granted pursuant to such planning application that provision should be made for regulating or facilitating the development or use of the Application Site in the manner hereinafter appearing and the Council and County Council considers that entering into this Agreement will be of benefit to the public.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

For the purposes of this Deed (including the Recitals) the following expressions shall have the following meanings in addition to the definitions set out in the Schedules hereto:

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

"Application" means the application for *[outline/full]* planning permission submitted to the Council dated *[insert date]* for the Development and allocated reference number *[TBC]*;

"Application Site" means the land known as the land south of Littlehampton Academy, Fitzalan Road, Littlehampton, West Sussex BN17 6FE as shown edged red on the Plan annexed hereto marked "Site Plan" being part of the land registered at the Land Registry under title number WSX320367;

"Commencement Date" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey site clearance archaeological investigations for the purpose of assessing ground conditions preparation work remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying or removal of services or creation of temporary vehicle access to enable works or erection of any temporary means of enclosure including fences and hoardings the temporary display of site notices or advertisements and **Commencement** and **Commence** and **Commences** and **Commenced** shall mutatis mutandis be construed accordingly;

"Development" means construction of not less than one hundred and twelve (112) residential dwellings (including 34 affordable housing units) together with ancillary roads and services as set out in the Application;

"Dwelling" means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and **Dwellings** shall be construed accordingly;

"Head of Planning" means Head of Planning of the Council and shall include their duly authorised agents and representatives or any successor;

"Interest" means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;

"Monitoring Fee" means the payment of [pounds] [*£TBC by Council*] towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement

"Notice of Commencement" means the written notice the form of which is contained at Appendix 1 of this Agreement advising of the proposed Commencement Date;

"Occupation" means occupation of the land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly;

"Parties" means the parties to this Agreement;

"Plan" means the plan attached to this Agreement at Appendix 2;

"Planning Permission" means the planning permission to be granted by the Council pursuant to the Application;

"Schedules" means Schedules 1 to 3 contained in this Agreement;

"Contract" means the sale and purchase agreement of the Application Site made between the County Council and the Developer dated on 22 January 2021;

"Working Days" means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and "Working Day" shall be construed accordingly.

1.2 Interpretation

- 1.2.1 Where in this Agreement reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Agreement.
- 1.2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.2.4 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 1.2.5 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.2.6 The headings and contents list are for reference only and shall not affect construction.
- 1.2.7 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.
- 1.2.8 References in this Agreement to **development** shall have the meaning given to it by Section 55 of the Act.

2 Legal basis

- 2.1 This Agreement is made pursuant to Section 106 of the Act and to the extent that they fall within the terms of Section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County Council against the Developer in respect of the Application Site.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 The Developer enters into the obligations (for itself and its successors in title and persons deriving title from the Developer) with the Council and the County Council with the intent

that the obligations contained in this Agreement shall be enforceable not only against the Developer but, subject to Clause 4.10, also against the successors in title of the Developer and any person claiming through or under the Developer an interest or estate in the Application Site or any part thereof.

3 **Conditionality**

This Agreement shall come into immediate effect save for is the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development.

4 **Miscellaneous**

4.1 The County Council hereby warrants that it is the owner of the freehold of the Application Site and that no other party aside from the Developer has a material interest in the Application Site.

4.2 No provisions of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Agreement to any person who is not a party or successor in title or statutory successor to a party hereto.

4.3 This Agreement shall be registrable as a Local Land Charge by the Council and County Council.

4.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Developer at: Maple Cross House, Denham Way, Maple Cross, Rickmansworth Hertfordshire, WD3 9SW and marked to the attention of General Counsel, with a copy to be sent by email to Helen.Robinson@boklok.co.uk with the subject line "Urgent – Legal Notice"

In respect of the Council at: Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Application reference.

In respect of the County Council at: *[County Council to confirm]*

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

4.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to the Commencement Date.

4.7 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their entire interest in the Application Site, or such part of the Application Site to which the breach relates, save that they will remain liable for any breaches of this Agreement occurring before that date.

- 4.8 Any agreement obligation covenant or undertaking contained herein by the Developer, the County Council or the Council which comprise more than one person or entity shall be joint and several. Where any agreement obligation covenant or undertaking is made with or undertaken towards any of the parties to this Agreement which comprise more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 4.9 Nothing in this Agreement shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council or the County Council of any statutory powers exercisable by them respectively under the Act or under any other act or authority.
- 4.10 This Agreement shall not be enforceable against any:
- 4.10.1 individual owner occupier or tenant of any Dwelling constructed pursuant to the Planning Permission or their mortgagee or chargee, nor those deriving title from them;
 - 4.10.2 statutory undertaking who has or takes in future an interest in the Application Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development;

5 Obligations of the Developer

- 5.1 The Developer so as to bind the Application Site covenants with the Council and the County Council:
- 5.1.1 to comply with its obligations set out in this Agreement and the Schedules to this Agreement;
 - 5.1.2 to pay to the Council the Monitoring Fee on completion of this Agreement;
 - 5.1.3 to pay to the Council and County Council on completion of this Agreement their respective reasonable legal costs relating to the negotiation preparation and execution of this Agreement;
 - 5.1.4 to provide the Notice of Commencement to the Council and the County Council no later than twenty (20) Working Days prior to the Commencement Date;
 - 5.1.5 to give the County Council and the Council no less than five (5) Working Days notice of the first Occupation of the Development.

6 Covenants by the Council and County Council

- 6.1 The Council (in respect of the obligations to be performed in favour of the Council) and County Council (in respect of the obligations to be performed in favour of the County Council) covenant separately with the Developer:
- 6.1.1 to provide written confirmation, at the written request of the Developer, of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;

- 6.1.2 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council (or the County Council as the case may be) will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation;
- 6.1.3 to use all sums received from the Developer under the terms of this Agreement for the purpose(s) specified in this Agreement for which they are paid;
- 6.1.4 upon written request to repay to the person who paid it any sums received from the Developer pursuant to the Schedules to this Agreement which have not been expended or contractually committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of the expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released to the Council and County Council without limitation and free from any liability and obligations on the part of the Council and County Council.

7 Waiver

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

8 Change in ownership

Otherwise than in relation to transfers to utility companies or changes to ownership affecting individual Dwellings, the Developer shall give to the Council and the County Council within 1 (one) month of the Developer disposing of any part of the Application Site written notice of the name and address of the person to whom the Application Site or any part has been transferred.

9 Interest

If any payment by the Developer due under this Agreement is paid late Interest will be payable from the date payment is due to the date of payment.

10 Indexation – Contributions payable to the County Council

[County Council to confirm what indexation they use]

11 Indexation – Contributions payable to the Council

[Council to confirm what indexation they wish to use for the contribution]

12 Value Added Tax

All contributions paid in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

13 Dispute

13.1 In the event that there shall be any dispute between the parties to this Agreement in respect of any matter arising under the terms of this Agreement and which dispute the parties are unable to resolve any of the parties may refer the matter to an expert ("Expert") (being a person as described below) for determination PROVIDED THAT in no case shall any point be referred to the Expert which is a point that is in or relates to any matter in the Planning Permission itself.

13.2 The Expert shall be a person with knowledge and expertise in the subject matter of dispute and in the event that the parties cannot agree the identity of the person to be appointed as Expert pursuant to this clause 13 within fifteen (15) Working Days of one party's nomination to the parties of that party's decision to refer the matter to an Expert a party may seek nomination of an Expert by the President for the time being of the appropriate professional body (whose nomination shall be binding on the parties).

13.3 Then costs of the Expert shall be in the award of the Expert.

13.4 The Expert shall (save with the agreement of the parties) be restricted to settling disputes and shall act as an expert and not as an arbitrator.

13.5 The decision of the Expert (other than in the case of fraud or manifest error) shall be binding on the parties.

13.6 The provisions of this clause 13 do not apply in the case that dispute or difference arising in connection with any matter covered by this Agreement to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this Agreement.

14 Planning consents granted pursuant to S73 of the Act

14.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) and unless otherwise agreed between the Parties, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):

14.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Application Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Application Site granted pursuant to Section 73 of the Act and the Application Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

14.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

14.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

“The obligations in this Agreement relate to and bind the Application Site in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to S106 of the Act

15 **Jurisdiction**

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

16 **Delivery**

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

In witness whereof the parties hereto have executed this Agreement on the day and year first before written.

Schedule 1

Affordable Housing

Affordable Rent;

In this Schedule 1, the following expressions shall have the following meanings:

"Affordable Housing" means housing Affordable Rented Housing and Shared Ownership Housing which is available to persons who have Local Housing Need;

"Affordable Housing Mix" means subject to and in accordance with this Schedule 1, the number size tenure and mix identified in the table at Appendix 3 to this Deed;

"Affordable Housing Units" means the thirty four (34) Dwellings to be provided as Affordable Housing pursuant to the Planning Permission and constructed on the Application Site in accordance with the Affordable Housing Mix as shown shaded purple on the Affordable Housing Plan annexed hereto marked "Affordable Housing Plan";

"Affordable Housing Plan" means the plan attached to this Agreement at Appendix 3

"Affordable Housing Provider " means a registered provider of social housing within the meaning of Section 80(2) of Part 2 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the HCA and as approved by the Council or other competent authority pursuant to the Housing and Regeneration Act 2008 (including for the avoidance of doubt the Council) or any other body who may lawfully provide or fund Affordable Housing from time to time and as approved by the Council;

"Affordable Rented Housing" means affordable housing to be made available by the Affordable Housing Provider to households whose needs are not adequately served by the commercial housing market at rents of up to 80% of the local Market Rent (including service charges where applicable) and "Affordable Rented Housing Units" and "Affordable Rent" shall be construed accordingly;

"Affordable Rented Housing Units" means twenty four (24) units to be made available for Affordable Rented Housing on the Application Site in accordance with the Affordable Housing Mix

"Completed" means constructed and fitted out ready for Occupation and **Complete** shall be construed accordingly;

"Disposal" means sale, transfer, option, gift exchange, declaration of trust, assignment, lease and including a contract for any such disposal and "Disposals" "Dispose" and "Disposed of" shall be construed accordingly;

"Household" means any person or persons living together as a single household;

"Local Housing Need" means (i) Households who are in need of residential accommodation suitable for their needs as their sole or principal home otherwise unable to obtain such suitable accommodation within the administrative area of the Council by reason of a lack of financial resources and whom it is reasonable to live in the locality or persons for the time being registered on the Council's maintained housing register

and/or other housing register maintained for the purpose of identifying Local Housing Need in accordance with the policy of the Council and (ii) in the event that there shall be no such persons ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a Registered Provider or the Council to be in genuine and urgent housing need;

"Market Dwelling" means a Dwelling that is not Affordable Housing Unit and "Market Dwellings" shall be construed accordingly;

"Serviced Condition" means in relation to the land to be used for Affordable Housing the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the said land.

"Shared Ownership Housing" a form of tenure granted by Shared Ownership Housing Lease by the Affordable Housing Provider whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Unit at a minimum of 25% and a maximum of [50%] initially and pay an annual rent of up to 2.75% on the retained equity, on terms which allow the lessee to acquire the remaining equity and "Shared Ownership Housing Units" and "Shared Ownership Lease" shall be interpreted accordingly;

"Shared Ownership Housing Lease" means a shared ownership lease for a term of years of at least 125 years in the form regulated by Homes England from time to time and which shall accord with the requirement and be consistent with any model shared ownership lease form time to time established by Homes England

"Shared Ownership Housing Units" means ten (10) dwellings to be shared ownership housing units to be made available for Shared Ownership Housing on the Application Site in accordance with the Affordable Housing Mix

"Staircasing" means the purchase by the Owner of additional equity in a Shared Ownership Unit;

"Transfer" means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly

1 Affordable Housing provisions

The Developer covenants with the Council as follows:

- 1.1 To provide thirty four (34) Dwellings as Affordable Housing Units in accordance with the Affordable Housing Mix
- 1.2 The Affordable Housing Units shall not be used or Occupied or Disposed of other than as Affordable Housing and in accordance with the Affordable Housing Mix and the requirements of this Schedule.
- 1.3 Not to Occupy or cause or permit Occupation of more than [] % of the Market Dwellings prior to entering into a contract or contracts for the Transfer of the Affordable Housing Units to an Affordable Housing Provider (provided that this clause shall not apply where the Developer is an Affordable Housing Provider)

- 1.4 Not to Occupy or cause or permit Occupation of more than 50% of the Market Dwellings until 50% of the Affordable Housing Units are Complete and ready for Occupation
- 1.5 Not to Occupy or cause or permit Occupation of more than 75% of the Market Dwellings until all of the Affordable Housing Units are Complete and ready for Occupation
- 1.6 **Terms of Affordable Housing transfer**
- 2 The Developer covenants that where any Affordable Housing Units are Transferred to an Affordable Housing Provider, it shall:
- 2.1.1 be with vacant possession;
- 2.1.2 include rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- 2.1.3 be in a Serviced Condition.
- 2.2 **[Nomination Rights – TBD]**
- 2.3 **Disposal of Affordable Housing Units .**

The provisions of this Schedule shall:

- 2.3.1 not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely
- 2.3.2 Cease to apply to any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing

(Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable.

- 2.3.3 Cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of such Shared Ownership Housing Lease.

Schedule 2

Financial Contributions to the Council

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

[3G Pitches means [*Council to insert details/location*]]

[3G Pitches Contribution means the sum of nine thousand two hundred and eighty pounds [£9,280] towards the cost of the 3G Pitches serving the locality of the Development]

[Allotments Contribution means the sum of two thousand one hundred and fifty six pounds [£2,156] towards the allotments serving the locality of the Development]

[Council Contributions means collectively the 3G Pitches Contribution the Allotments Contribution the Ancillary Facilities Contribution the Grass Pitches Contribution the Health and Fitness Contribution the Maintenance Contribution the Off Site Play Contribution the Public Art Contribution the Sports Hall Contribution and the Swimming Pool Contribution to be paid in instalments in accordance with paragraph 2.1 of this Second Schedule.

[Ancillary Facilities means [*Council to insert details/location*]]

[Ancillary Facilities Contribution means the sum of fifty five thousand nine hundred and forty pounds [£55,940] towards the cost of Ancillary Facilities serving the locality of the Development]

[Grass Pitches means [*Council to insert details/location*]]

[Grass Pitches Contribution means the sum of twenty four thousand eight hundred and two pounds [£24,802] towards the cost of Grass Pitches serving the locality of the Development]

[Health and Fitness Contribution means the sum of fourteen thousand pounds [£14,000] towards the cost of health and fitness facilities serving the locality of the Development]

[Maintenance Contribution means the sum of one hundred and nine thousand six hundred and twenty pounds [£109,620] towards the maintenance cost maintaining the [] comprised in the Development]

First Council Instalment means 25% of the total of the Council Contributions;

Fourth Council Instalment means the final 25% of the total of the Council Contributions;

[Off Site Play Contribution means the sum of one hundred and ninety three thousand seven hundred and ninety four pounds [£193,794] towards the Rosemead Off Site Play Area serving the locality of the Development]

[Public Art Contribution means the sum of four thousand three hundred and five pounds [£4,305] towards public art serving the locality of the Development]

[Rosemead Off Site Play Area means *[insert details/location]*]

Second Council Instalment means a further 25% of the total of the Council Contributions;

[Sports Hall means *[insert details/location]*]

[Sports Hall Contribution means the sum of forty two thousand one hundred and twenty two pounds [£42,122] towards the Sports Hall serving the locality of the Development]]

[Swimming Pool means *[insert details/location]*]

[Swimming Pool Contribution means the sum of forty five thousand three hundred and eight pounds [£45,308] towards the Swimming Pool serving the locality of the Development]]

Third Council Instalment means a further 25% of the total of the Council Contributions;

2 **Financial Contributions**

2.1 The Developer hereby covenants with the Council:

- 2.1.1 to pay the First Council Instalment to the Council prior to first Occupation
- 2.1.2 to pay the Second Council Instalment to the Council prior to the occupation of the 30th Dwelling;
- 2.1.3 to pay the Third Council Instalment to the Council prior to the occupation of 60th Dwelling;
- 2.1.4 to pay the Fourth Council Instalment to the Council prior to the occupation of 90th Dwelling;
- 2.1.5 not to Occupy nor cause nor permit Occupation until the First Council Instalment has been paid to the Council ;
- 2.1.6 not to Occupy nor cause nor permit Occupation of more than 30 Dwellings until the Second Council Instalment has been paid to the Council ;
- 2.1.7 not to Occupy nor cause nor permit Occupation of more than 60Dwellings until the Third Council Instalment has been paid to the Council ;
- 2.1.8 not to Occupy nor cause nor permit Occupation of more than 90Dwellings until the Fourth Council Instalment has been paid to the Council;

Schedule 3

Financial Contributions to the County Council

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

County Council Contributions means collectively the Fire and Rescue Contribution the Library Contribution the Primary Education Contribution the Secondary Education Contribution and the Sixth Form Contribution to be paid in instalments in accordance with paragraph 2.1 of this Third Schedule.

Fire and Rescue Contribution means the sum of two thousand nine hundred and one pounds (£2,901) (index linked as hereinafter provided) towards the cost of towards the cost of additional floor space to fire station buildings serving the locality of the Development;

First County Council Instalment means 25% of the total of the County Council Contributions;

Fourth County Council Instalment means the final 25% of the total of the County Council Contributions;

Library Contribution means the sum of thirty two thousand one hundred and ninety five pounds (£32,195) (index linked as hereinafter provided) towards the cost of additional library facilities serving the locality of the Development;

Primary Education Contribution means the sum of three hundred and forty four thousand six hundred and sixty pounds (£344,660) (index linked as hereinafter provided) towards the cost of primary educational facilities serving the locality of the Development;

Second County Council Instalment means a further 25% of the total of the County Council Contributions;

Secondary Education Contribution means the sum of four hundred and eighty six thousand seven hundred and ninety three pounds (£486,793) (index linked as hereinafter provided) towards the cost of secondary educational facilities serving the locality of the Development;

Sixth Form Contribution means the sum of eight six thousand eight hundred and ninety seven pounds (£86,897) (index linked as hereinafter provided) towards the cost of sixth form educational facilities serving the locality of the Development;

Sustainable Travel Vouchers means travel vouchers up to a maximum total value of £20,000 which equates to £178.57 of vouchers per Dwelling

Third County Council Instalment means a further 25% of the total of the County Council Contributions;

2 Financial Contributions

- 2.1 The Developer hereby covenants with the County Council:

- 2.1.1 to pay the First County Council Instalment to the County Council prior to first Occupation;
- 2.1.2 to pay the Second County Council Instalment to the County Council prior to the occupation of the 30th Dwelling;
- 2.1.3 to pay the Third County Council Instalment to the County Council prior to the occupation of the 60th Dwelling;
- 2.1.4 to pay the Fourth County Council Instalment to the County Council prior to the occupation of 90th Dwelling;
- 2.1.5 to provide each Dwelling with Sustainable Travel Vouchers prior to first Occupation of each Dwelling;
- 2.1.6 not to Occupy nor cause nor permit Occupation until the First County Council Instalment has been paid to the County Council ;
- 2.1.7 not to Occupy nor cause nor permit Occupation of more than 30 Dwellings until the Second County Council Instalment has been paid to the County Council ;
- 2.1.8 not to Occupy nor cause nor permit Occupation of more than 60 Dwellings until the Third County Council Instalment has been paid to the County Council ;
- 2.1.9 not to Occupy nor cause nor permit Occupation of more than 90 Dwellings until the Fourth County Council Instalment has been paid to the County Council;
- 2.1.10 not to Occupy nor cause nor permit first Occupation of any Dwelling until that relevant Dwelling has been provided with Sustainable Travel Vouchers

Executed as a deed by)
Boklok Housing Limited)
acting by [], a director)
in the presence of:)

.....

Director

witness signature:.....

name:

address:

occupation:

Executed as a Deed
By affixing the Common Seal
Of ARUN DISTRICT COUNCIL
In the presence of

Authorised Signatory

Signature

Name

Job Title

Seal Book No:

Executed as a Deed
By affixing the Common Seal

of WEST SUSSEX COUNTY COUNCIL
in the presence of:

Authorised Signatory

Appendix 1

Site Plan

Appendix 2
Affordable Housing Plan

Appendix 3

Affordable Housing Mix

Size	Tenure	Location	Number of Units
1 BR 2 person flat	Affordable Rent	Plots 9, 10, 11, 14, 15, 17, 18, 19, 22, 23, 25, 26, 27, 30, 31	15
2 BR 4 person flat	Affordable Rent	Plots 12, 13, 16, 20, 21, 24, 28, 29, 32	9
1 BR 2 person flat	Shared Ownership	Plots 1-8 (inclusive)	8
2 BR 4 person house	Shared Ownership	Plots 75 & 77	2
TOTAL NUMBER OF AFFORDABLE HOUSING UNITS			34