



dated 31 April 2022

(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

Towers & Hamlins LLP
3 Bunhill Row
London
EC1Y 8YZ



www.towers.com

towers & hamlins

Contents

		1
1	Definitions and interpretation	4
2	Legal basis	5
3	Conditionality	5
4	Miscellaneous	6
5	Obligations of the Developer	7
6	Covenants by the Council and County Council	8
7	Waiver	8
8	Change in ownership	8
9	Interest	9
12	Value Added Tax	9
13	Dispute	10
14	Planning consents granted pursuant to S73 of the Act	10
15	Jurisdiction	11
16	Delivery	12
	Schedule 1 - Affordable Housing	16
	Schedule 2 - Financial Contributions to the Council	18
	Schedule 3 - Financial Contributions to the County Council	24
	Appendix 1 – Site Plan	25
	Appendix 2 – Affordable Housing Plan	26
	Appendix 3 – Affordable Housing Mix	

Agreement

Dated 21 April 2022

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 Developer is the freehold owner of the whole of the Application Site.
- (D) The Application has been made to the Council for planning permission for the Development on the Application Site.
- (E) The Council has resolved to grant Planning Permission subject to, amongst other things, the prior completion of this Agreement.
- (F) 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 full planning permission submitted to the Council dated 28 April 2021 for the Development and allocated reference number LU/116/21/PL;

"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;

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

"County Council Monitoring Fee" means the total sum of { ^{one hundred two thousand pounds (£1,200)} } payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development

"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;

"Index" means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department

"Index Linked" means indexation (which may increase or decrease) calculated by multiplying the relevant sum by

Final Index Figure

Base Index Figure

Where:

Base Index Figure equals the latest published figure in the Index at the date of this Agreement and Final Index Figure equals the latest figure published in the index at the date of the relevant payment is made

"Interest" means interest at 4 per cent above the base lending rate of the Bank of England applicable at the Specified Date or the actual date on which the relevant obligation under this Deed is paid whichever is the higher.;

"Monitoring Fee" means a sum of five thousand two hundred and forty seven pounds £5247 payable to the Council in accordance with paragraph 5.1.2 in accordance with Regulation 122(2A) of CIL in respect of the cost of monitoring (including reporting under CIL) in relation to the delivery of these Planning Obligations. For avoidance of doubt these fee's do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in Clause 2 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;

"Owner" means the owner of the Application Site and includes their respective successors in title

"Parties" means the parties to this Agreement;

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

"Planning Obligations" means the obligations, conditions and stipulations set out in the Schedules and "Planning Obligation" shall be construed accordingly

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

"Qualifying Trigger" means any trigger contained within this Deed applicable to the County Council Contributions that attracts the WSCC Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council

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

"Specified Date" means the date upon which a Planning Obligation arising under this Agreement is to be carried out or is due to be performed

"Travel Plan Monitoring Fee " means the sum of three thousand five hundred pounds (£3500) payable to County Council for monitoring the delivery the Travel Plan over the lifetime of the Development

"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 [REDACTED] 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: Planning and Monitoring Services, West Sussex County Council, County Hall, West Street, Chichester, PO19 1RQ

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;
- 4.10.3 Affordable Housing Provider (except for the provisions of Schedule 1).

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 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 Developer shall give the Council or the County Council notice of the Specified Date not more than seven days after such Specified Date; and
- 5.1.6 if the Developer fail to give the Notice required under this Clause the Council or the County Council shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Developers of that determination
- 5.1.7 to provide written Notice of first Occupation, Occupation of the 30th Dwelling, Occupation of the 60th Dwelling and Occupation of the 90th Dwelling to the Council and County Council no later than fourteen (14)

Working Days prior to first Occupation, Occupation of the 30th Dwelling, Occupation of the 60th Dwelling and Occupation of the 90th Dwelling

5.1.8 to give the County Council and the Council no less than five (5) Working Days notice of the first Occupation of the Development.

5.1.9 The Developer covenants to pay the County Council Monitoring Contribution on completion of this Deed and for the avoidance of any doubt the costs referred to in this Clause 5.1.9 do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in Clause 2

5.1.10 The Developer hereby covenants with the County Council that upon Commencement of Development the Developer shall pay to the County Council the Travel Plan Monitoring Fee Index Linked and for the avoidance of any doubt the costs referred to in this Clause 5.1.10 do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in Clause 2

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 after 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 **Severance**

If any provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, such provisions shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement and in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

10 **Interest**

11 Interest will be paid on sums due to the Council and the County Council under this Agreement, but not paid on the Specified Date, from the Specified Date until actual payment. The rate of interest shall be the Interest Rate. **Indexation – Contributions payable to the County Council**

Any Contributions payable to the County Council under this Deed shall be increased by the application of the following formula:

$A = B \times C/D$ (where C/D is equal to or greater than 1)

A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index for the quarter preceding the date of payment

D is the BCIS Index for the quarter preceding the date of this Deed

and Indexation shall be construed accordingly

12 Index linked – Contributions payable to the Council

Any sum payable to the Council under this Deed shall be increased by the application of the following formula;

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

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Agreement

C is the RPI Index for the month two months before the date that the Specified Date

D is the RPI Index for the month two months before the date that the Planning Permission is granted

C/D is equal to or greater than 1

- 12.1 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.

13 Value Added Tax

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

14 Dispute

- 14.1 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.
- 14.2 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).
- 14.3 Then costs of the Expert shall be in the award of the Expert.

14.4 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.

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

14.6 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.

15 **Planning consents granted pursuant to S73 of the Act**

15.1 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):

15.1.1 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;

15.1.2 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

15.1.3 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

16 **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.

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 and for the avoidance of doubt the Affordable Housing Plan shall include any subsequent variations to the Affordable Housing Plan subject to any such variation being approved by the Council in writing.

"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;

"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 10% and a maximum of 75% 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 990 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 Subject to paragraph 1.8, 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 25% 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 75% of the Market Dwellings until 75% of the Affordable Housing Units are Complete and ready for Occupation

1.5 Not to Occupy or cause or permit Occupation of more than 90% of the Market Dwellings until all of the Affordable Housing Units are Complete and ready for Occupation

1.6 **Terms of Affordable Housing transfer**

1.6.1 The Developer covenants that where any Affordable Housing Units are Transferred to an Affordable Housing Provider, it shall:

- (a) be with vacant possession;
- (b) include rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- (c) include a provision requiring the Affordable Housing Provider to enter into a Nominations Agreement substantially in the form set out in Schedule 4 to this Deed

1.7 **Nomination Rights**

The Affordable Housing Provider shall enter into a Nominations Agreement substantially in the form of the draft appended to Schedule 4 to this Deed

1.8 **Disposal of Affordable Housing Units**

The provisions of this Schedule shall:

1.8.1 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

- 1.8.2 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.
- 1.8.3 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 3G a form of artificial football pitch made up from rubber crumb and synthetic grass

3G Pitches Contribution means the sum of nine thousand two hundred and eighty pounds (£9,280) towards the cost of the 3G Pitches at Palmer Road, Angmering

Allotments Contribution means the sum of two thousand one hundred and fifty-six pounds (£2,156) towards the allotments within the administrative Area of Littlehampton Town Council.

Council Contributions means collectively the 3G Pitches Contribution the Allotments Contribution the Ancillary Facilities Contribution the Grass Pitches Contribution the Highways Junction Improvements 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 includes Changing facilities, Adequate Coach and car parking (including the potential for overspill parking at peak periods), service vehicle access and turning and Cycle parking with a canopy

Ancillary Facilities Contribution means the sum of fifty-five thousand nine hundred and forty pounds (£55,940) towards the cost of Ancillary Facilities within the administrative Area of Littlehampton Town Council.

Grass Pitches means natural and artificial grass pitches

Grass Pitches Contribution means the sum of twenty-four thousand eight hundred and two pounds (£24,802) towards the cost of Grass Pitches within the administrative Area of Littlehampton Town Council

Health and Fitness Contribution means the sum of fourteen thousand pounds £14,000 towards the community sports hub to be provided at Palmer Road Angmering

Highway Junction Improvements Contribution means the sum of twenty-one thousand nine hundred and fifty pounds (£21,950) towards the costs of the Highway Junction Improvements which will be paid by the Council to Highways England.

Highway Junction Improvements means the highway mitigation works at junction [] of the A27

2018
A27 / A286 junction
A27 / A286 Forward
junction

Maintenance Contribution means the sum of one hundred and nine thousand six hundred and twenty pounds (£109,620) towards the maintenance cost maintaining the Grass Pitches within the administrative area of Littlehampton Town Council

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

“Public Art” means and includes where appropriate sculpture, street furniture landscaping and or architectural detailing within the vicinity of the development

Public Art Contribution means the sum of four thousand three hundred and five pounds (£4,305) towards Public Art within the administrative Area of Littlehampton Town Council

Rosemead Off Site Play Area means the play area within the administrative Area of Littlehampton Town Council

Sports Hall means a hall within the community sports hub to be provided at Palmer Road, Angmering

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 a pool to be provided at a new leisure centre for the district

Swimming Pool Contribution means the sum of forty nine thousand one hundred and one hundred and twenty seven pounds (£49,127) towards the Swimming Pool within the administrative Area of Littlehampton Town Council.

2 Financial Contributions

2.1 The Developer hereby covenants with the Council:

- 2.1.1** to pay to the Council the Council Contributions within 10 Working Days of Commencement of Development
- 2.1.2** not to Occupy nor cause nor permit Occupation until the Council Contributions have been paid to the Council ;

Schedule 3 Obligations 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 twenty two (£2,922) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development and to be used towards supply and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Littlehampton PROVIDED THAT should Commencement of Development take place after May 2022, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics (index linked as hereinafter provided);

First County Council Instalment means 50% of the total of the County Council Contributions;

Library Contribution means the sum of thirty two thousand four hundred and twenty eight pounds (£32,428) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at Littlehampton Library PROVIDED THAT should Commencement of Development/ take place after May 2022, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics

Primary Education Contribution means the sum of three hundred and forty two thousand one hundred and forty two pounds (£342,142) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development and to be used additional facilities at River Beach Primary School PROVIDED THAT should Commencement of Development take place after May 2022, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics

Second County Council Instalment means 50% 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) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a financial contribution

towards the cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development and to be used towards additional facilities at The Littlehampton Academy PROVIDED THAT should First Occupation take place after March 2024, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics

Sixth Form Contribution means the sum of eighty six thousand two hundred and sixty two pounds (£86,262) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for further secondary education services that would be generated by the Development and to be used towards additional facilities at The Littlehampton Academy Sixth PROVIDED THAT should First Occupation take place after March 2024, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics ;

Sustainable Travel Vouchers means travel vouchers up to a maximum total value of £20,000 which equates to £178.57 of vouchers per Dwelling as set out in the Travel Plan

"Travel Plan" means a document securing and setting out the measures to be employed by the developer to increase the uptake of sustainable modes of travel amongst future residents of the Development. The travel plan shall include appropriate targets and a means of monitoring, and other such measures as set out within the National Planning Policy Guidance subject to any amendments agreed in writing by the County Council from time to time

"Travel Plan Co-ordinator" means the person appointed by the Owner responsible for securing the implementation of the Travel Plan

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 50% of the Dwellings;
- 2.1.3 to provide each Dwelling with Sustainable Travel Vouchers as set out in the Travel Plan prior to first Occupation of each Dwelling;
- 2.1.4 not to Occupy nor cause nor permit Occupation until the First County Council Instalment has been paid to the County Council ;
- 2.1.5 not to Occupy nor cause nor permit Occupation of more than 50% of the Dwellings until the Second County Council Instalment has been paid to the County Council ;

- 2.1.6 not to Occupy nor cause nor permit first Occupation of any Dwelling until that relevant Dwelling has been provided with Sustainable Travel Vouchers

3. Travel Plan Obligations

- 3.1 To submit the Travel Plan to the County Council for approval prior to first Occupation
- 3.2 Not to allow first Occupation until the Travel Plan has been approved in writing by the County Council
- 3.3 Not to allow first Occupation unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed
- 3.4 Upon first Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan

Schedule 4

Draft Nominations Agreement

THIS AGREEMENT OF NOMINATION RIGHTS is made on

20[]

BETWEEN

- (1) **NAME** (COMPANY NO) (ADDRESS) "the Registered Social Landlord" "RSL"
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN15 7LF.

In relation to the units at XXXX

1 DEFINITIONS

In this Agreement :

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

"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;

"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).

"Property" means the land XXXX as shown edged red on the attached plan.

"Rented Units" XX residential units in the form of flats and houses shown on the Accommodation Schedule attached and being plots XXXX at the Property

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

"Tenancy Agreement" means an assured Tenancy Agreement in a form prepared by the RSL and containing terms which accord with the form of Tenancy Agreement being used by the RSL from time to time for its general lettings.

"Vacancy Notice" means a written notice given by the RSL to the Council (in a form to be agreed between the RSL and the Council within five weeks from the date of this Agreement) the function of such notice being the notification to the Council by the RSL that the construction and fitting out of the Rented Unit is completed.

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

- (a) moved to other accommodation either by transfer or decant provided by the RSL;
- (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Homes England.

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

"Working Day" means any day that is not a Saturday, Sunday, Bank Holiday or Public Holiday in England

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, Section 1 of the Localism Act 2011 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 RSL 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 RSL 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 10 Working Days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees, with the exception of the duration of the Covid-19 Pandemic, during which this time period will be extended to 15 Working Days.
- 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 RSL 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 10 Working Days of receipt of the Vacancy Notice.
- 3.6 The RSL 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 RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL shall select another Nominee within five Working Days of the date the Nominee is deemed to have rejected the RSL's offer and with 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 RSL's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RSL 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 RSL's offer of a Tenancy Agreement within the prescribed time limits the RSL 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 RSL'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.

Voids

- 3.10 Should a Rented Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:
- 3.10.1 the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
- 3.10.2 within 10 Working Days of receipt of the said notice the Council shall serve upon the RSL the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 The RSL 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 10 Working Days of receipt of the Void Notice.
- 3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RSL shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The RSL 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 RSL 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 RSL;
- 3.14.5 the RSL 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 10 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 RSL 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 RSL 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 within 10 Working Days of the said notification.
- 3.18 The RSL 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 RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.
- 3.20 The RSL 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 RSL the grant of an Tenancy Agreement to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.
- 3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.

- 3.23 The Council and the RSL agree that the nomination rights contained in this Agreement 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 First Class.

5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

The RSL shall use reasonable endeavours to ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Homes England under its statutory powers shall enter into a similar Agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

The provisions of this Agreement shall not apply to any:

- mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Rented Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver
- Any tenant who has exercised the right to acquire or right to buy (including the preserved right to buy) pursuant to the Housing Act 1985/1996 or any other statutory provision for the time being in place in respect of a particular Rented Unit (or their mortgagees and successors in title)

7 DISPUTES

- 7.1 Where any matters fail to be agreed between the parties within 20 Working Days, then without prejudice to any parties right to seek a remedy through the Courts, the dispute shall be resolved on the application of either party for the determination by 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.
- 7.2 Where a dispute is referred to a single expert the parties involved in the dispute shall, unless the single expert determines otherwise, bear their own costs of the arbitration and pay an equal proportion of the single expert's costs.

8 COSTS

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

9 AGREEMENTS AND DECLARATIONS

The parties agree:

- 9.1 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers; and
- 9.2 the obligations contained in this Agreement are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982; and
- 9.3 nothing in this agreement shall confer any benefit on any person who is not a party to this agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning of it

The COMMON SEAL of

was hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of ARUN)

DISTRICT COUNCIL)

was affixed to this deed in the)

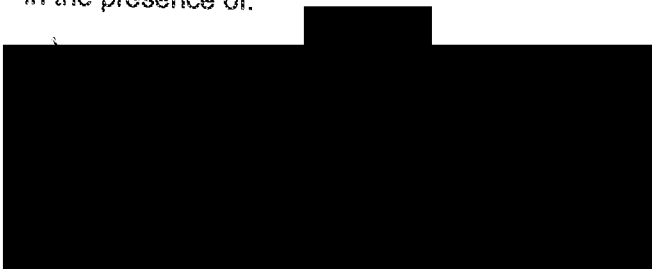
presence of:)

Authorised Signatory:

Name:

Seal Book No.

Executed as a deed by)
BOKLOK HOUSING LIMITED)
acting by its attorney *HELEN ROBINSON*)
in the presence of:)



Name (IN BLOCK CAPITALS):..... *DYLAN MAY*

Witness address:.....

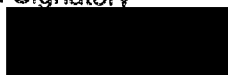


Witness occupation:..... *LAND MEASURER*

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

Authorised Signatory

Signature



Name *SAUNDY C-BURTON*

Job Title *PROBATIONARY LAND MEASURER*

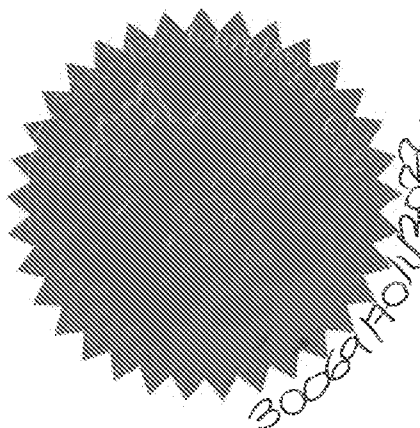
Seal Book No: *279/2022*



Executed as a Deed

By affixing the Common Seal
of **WEST SUSSEX COUNTY COUNCIL**
in the presence of:

.....
Authorised Signatory



Appendix 1

Site Plan

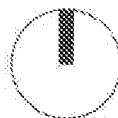
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

CDM 2015 Health & Safety Information:
This information relates only to 'Significant Hazards' identified on this drawing
and is to be read in conjunction with the Designer's Hazard Register.



Ordnance Survey, (c) Crown Copyright 2020. All rights reserved. Licence number 100022432

LOCATION PLAN



Client's Name
BoKlok



Drawing Title
Location Plan

Job Title
Land at Fitzalan Road -
Littlehampton (6920)

1:1250 @ A3

Drawn
FH
Checked
MN
15.01.21

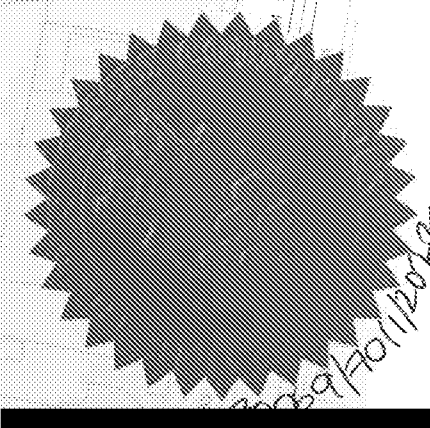
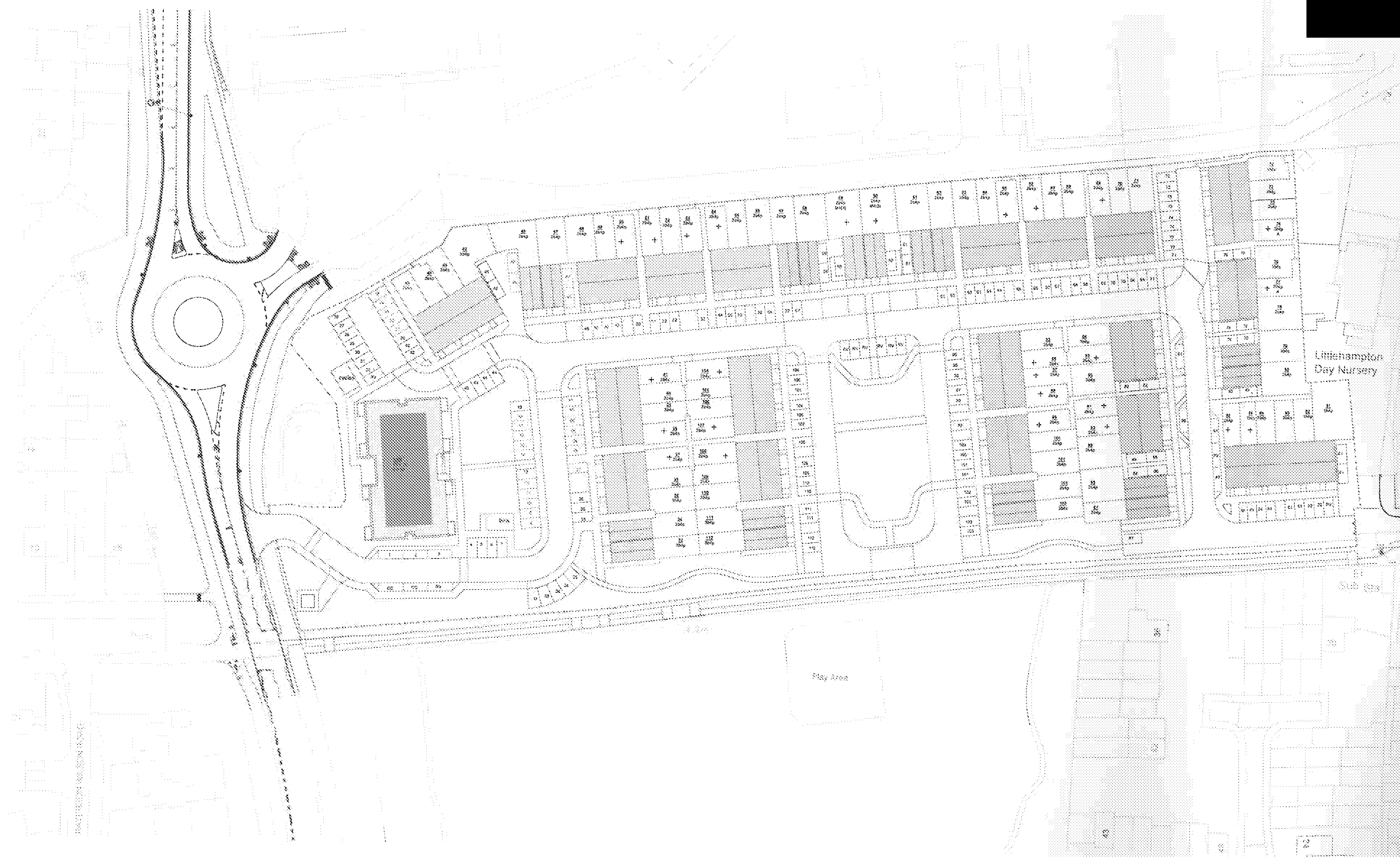
Drawing No.
LTH-ECE-KX-XX-DB-A-XX-S210 P02

Scale
S2 / PRELIMINARY



ECE Architecture

Appendix 2
Affordable Housing Plan



Affordable Plan Location

Key

	Affordable Rent	Flats 9-32, Plots 75 and 77
	Shared Ownership	Flats 1-8
	Market Sale	



Client Name
BoKlok

Job Title
Land to the South of Littlehampton Academy (6920)



Drawing Title
Affordable Housing Allocation

Scale
1:500 @ A1 / 1:1000 @ A3

Drawn
FH

Checked
MN

Date
17.02.21

Job No
LTH-ECE-XX-XX-DR-A-XX-5016 P08

Drawing for
S2 / APPROVAL

108	24.06.21	Minor amendments to SPP	PH	PH
109	07.07.21	Amendments after comments from Planning Consultant	PH	PH
110	24.08.21	Rev Planning	PH	PH
111	05.09.21	Local Plan Planning Issue	PH	PH
112	03.03.21	Allocation revised after comments from client	PH	PH
113	17.02.21	DR A1: Issue	PH	PH

ECE Architecture
70 Great South Street
London, EC1A 3DL
T 0207 928 3773 F 0207 928 3774
Sussan: susan@ece-architecture.com
T 01903 246777 E susan@ece-architecture.com
Bristol: Walsby, Cadeau Tower
Quinton Street, Bristol, BS1 4XZ
T 0117 234 1192 E walsby@ece-architecture.com

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