

DATED 09 July 2025

Arun District Council (1)

and

West Sussex County Council (2)

and

Worthing Homes Limited (3)

DEED

Made pursuant to Section 106 of the Town and Country Planning Act 1990

Relating to land lying to the south of Toddington Lane, Wick, Littlehampton
(Planning Application Reference: LU/246/24/PL)

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

DX 57406 LITTLEHAMPTON

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THIS DEED is dated 09 July 2025

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton BN17 5LF (the "Council");
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester PO19 1RQ (the "County Council");
- (3) **WORTHING HOMES LIMITED** (Co. Reg. No. RS008337) whose registered office is at Davison House, North Street, Worthing BN11 1ER (the "Owner");

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated and the authority responsible for the provision of housing, leisure, open space and recreation services.
- (B) The County Council is the local authority responsible for education, library, fire and rescue services and highway infrastructure in the area in which the Site is situated.
- (C) The Council shall be responsible for enforcing this Deed for all purposes.
- (D) The County Council shall be responsible for enforcing this Deed so far as highway matters are concerned.
- (E) The Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number WSX221891
- (F) The Owner submitted the Planning Application for the proposed Development and the Council has resolved under delegated authority that subject to the completion of this Deed, Planning Permission will be granted.
- (G) The Owner has agreed to enter into this Deed to give planning obligations to the Council and the County Council upon the terms and subject to the conditions therein.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed:

Act means the Town and Country Planning Act 1990 (as amended from time to time);

Affordable Housing means housing including Social Rented Housing and Affordable Rented Housing, provided to eligible households whose needs are not met by the market, and which housing should:

(a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and

(b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

Affordable Housing Mix means the housing for 10 Affordable Housing Units identified in the Affordable Housing Plan

Affordable Housing Plan means the plan annexed to this Deed at Appendix 7 setting out the Affordable Housing Mix 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 either one or a combination of:

- (a) a Registered Provider who is on the Council list of Approved Affordable Providers (annexed as Appendix 4) which for the avoidance of doubt includes Worthing Homes Limited; or
- (b) any other provider of Affordable Housing who is approved by the Council in writing; or
- (c) such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing; or
- (d) the Council.

Affordable Housing Unit

means 100% of the Dwellings that are to be constructed pursuant to the Development in accordance with the Affordable Housing Mix and "**Affordable Housing Units**", "**Affordable Housing Dwelling**" and "**Affordable Housing Dwelling Units**"] shall be construed accordingly;

Affordable Rent

means rented housing provided by a RP or AAHP that is outside the National Rent Regime, subject to other rent controls that require it to be offered to eligible households at a minimum rent level up to 80% of Local Market Rent (inclusive of service charge at the time of each letting) which rent may be increased annually by no more than CPI + 1.0% or in the event of any change to legislation or guidance in relation to Affordable Rent, such other rent level which may be applicable at the

	time of each letting. "Affordable Rent Unit" and "Affordable Rent Units" shall be construed accordingly;
All Requisite Consents	means all requisite consents orders agreements authorisations licences and permissions required to implement a Highways Works Scheme
Biodiversity Gain Plan	means a plan prepared in accordance with the requirements of the Environment Act 2021, setting out the steps to achieve a biodiversity net gain of at least 10%
BNG	means Biodiversity Net Gain
Commencement of Development	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 Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, investigations for the purposes of assessing contamination, remedial action in respect of contamination and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and "Commence Development" shall be construed accordingly;
County Council Monitoring Fee	means the total sum of £3,240 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 the demolition of existing structures and development of land to create 10 No. residential dwellings, landscaping, access, car parking and cycle parking
Dwelling	means occupation of the last Dwelling to be substantially completed comprising the Development
Highways Act	means the Highways Act 1980;
Highways Works	means the provision of the following on the existing public highway: a) New Toddington Lane Footway, as shown on Appendix 6; b) New North Western Footway, as shown on Appendix 6; to be provided in accordance with the Highway Works Scheme
Highways Works Scheme	means a scheme in respect of the Highway Works delivered in accordance with Paragraph 2 of Schedule 1 of this Agreement
Index	means: In relation to such increase to sums payable by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered

	Surveyors between the date of the planning permission and the date that the payment is made;
Index Linked	means indexation (which may increase or decrease) in accordance with clause 7.3 below;
Interest Bearing Account	means an interest bearing account with a major clearing bank which attracts a rate of interest and which is on terms which would be acceptable to a reasonably prudent local authority;
Local Market Rent	means rent inclusive of service charge at the time of each letting which rent may be increased annually by no more than CPI + 1.0%
North Western Footway	means the section of the footway located to the north west of the Site, connecting to the footway outside the Hollyarces development
Occupation	means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals (which for the avoidance of doubt shall not include occupation by personnel engaged in construction, fitting out or decoration in connection with the carrying out of the development occupation for marketing or display of the development or occupation in connection with security operations during the carrying out of the Development) and “ First Occupation ” shall be construed accordingly;

Open Space	means those areas of open space and amenity space which will contribute to the improvement of existing open space located outside of the Site;
Open Space Contribution	
	means the sum of £1,730.30 per dwelling to be paid by the Owner to the Council before the Commencement of Development;
Plan	means the plan attached at Appendix 2;
Planning Application	means the application registered by the Council on 04 October 2024 with reference number LU/246/24/PL for the Development;
Planning Condition	means any condition subject to which the Planning Permission is granted;
Planning Obligations	means the obligations, conditions and stipulations set out in Schedule 1 and Schedule 2 and " Planning Obligation " shall be construed accordingly;
Planning Permission	means the planning permission to be granted pursuant to the Planning Application;
Provide	in the case of Affordable Housing Units, means: <ul style="list-style-type: none">(a) Practically Completed(b) Ready for First Occupation(c) In a Serviced Condition; and(d) To design and construct to Practical Completion such units for habitation in accordance with the Design

and Quality Standards of the Homes England or any replacement standards (or equivalent standards published by any replacement or successor body) to the reasonable satisfaction of the Registered Provider and “Provide” and “Provided” shall be construed accordingly;

Qualifying Occupier	means a person who qualifies for Affordable Housing within Schedule 2 to this Deed and including residents of the district of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income;
Qualifying Trigger	means any trigger contained within this Deed for a Non-Financial Contribution that attracts the County Council Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council
Reasonable Endeavours	means those reasonable steps which a prudent and determined person or company acting in his or its best interests and anxious to achieve the stated objective would take (save where this Deed otherwise indicates);
Registered Provider	means an Affordable Housing Provider as provided for in the Housing and Regeneration Act 2008 and which is registered with the Regulator of Social Housing and which has been approved by the Council (such approval not to be unreasonably withheld or delayed) PROVIDED ALWAYS that if Registered Provider shall have ceased to exist or have been superseded then the expression shall be taken to mean such nearest

equivalent body whose objectives include the provision of low cost housing for renting or shared ownership by local people as the Council may reasonably approve for the purposes of this Deed (such approval not to be unreasonably withheld or delayed);

Regulator of Social Housing/Regulator

means the organisation empowered to regulate Registered Providers under the Housing and Regeneration Act 2008, in line with the Legislative Reform (Regulator of Social Housing) (England) Order 2018, or any successor body having functions currently exercised by the Regulator;

Rent Standard

means the standard for registered providers requiring them to comply with specified rules relating to rent published by the Regulator of Social Housing or their successors in title;

Reserved Matters Approval(s)

means approval by the Council of one or more matters reserved for approval by the Planning Permission;

RICS

means the Royal Institute of Chartered Surveyors;

RP Mortgagee

means any mortgagee or chargee of the Affordable Housing Provider and any receiver (including an administrative receiver) and manager 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;

Secretary of State

means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;

Section 73 Consent	means a planning permission granted pursuant to Section 73 of the Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to Section 73 of the Act was granted subject to;
Serviced Condition	means in relation to land to be used for the Affordable Housing Units, the remediation of the land fit for its end use and the provision of roads, sewers, water, electricity and telecommunications to the boundary in accordance with a scheme which the Owner shall submit to the Council;
Site	means land lying to the south of Toddington Lane, Wick, Littlehampton as registered under HM Land Registry title number WSX221891 against which this Deed is enforceable and as shown edged red on the Plan;
Social Rent	means the housing for which guideline Target Rents are determined through the Rent Standard;
Social Rented Housing	means rented housing owned and managed by local authorities, Registered Providers or an AAHP, for which guideline Target Rents are determined through the Rent Standard;
Specified Date	means the date upon which a Planning Obligation arising under this Deed is to be carried out or is due to be performed;
Statutory Biodiversity Metric	means the Statutory Biodiversity Metric and Small Sites Metric published by Natural England (<i>Joint Publication JP039 November 2023</i>) and hosted by the Department for Environment, Food and Rural Affairs

(DEFRA), used to calculate biodiversity value for the purposes of BNG

Target Rents

means rents for social rented properties calculated in accordance with the formula rents published by the Regulator of Social Housing or their successors in title and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;

**Toddington Lane
Footway**

means the section of footway running north from the Site access along the western side of Toddington Lane, connecting to the footway to be provided by the Persimmon/Greencore development under planning permission LU/206/21/RES

VAT

means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

Working Day

means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.1 References in this Deed to the 'Owner' shall include respective successors in title to the Site and its assigns.
- 1.2 References in this Deed to the 'Council' shall include any successor to its functions as local planning authority.
- 1.3 References in this Deed to the 'County Council' shall include any successor to its functions as local highway authority and any other functions.

1.4 Clause headings shall not affect the interpretation of this Deed.

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

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

1.8.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8.8 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.8.9 References to clauses and schedules are to the clauses and schedules of this Deed.

1.8.10 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

2.1 This Deed is made pursuant to the provisions of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.

2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council and the County Council in accordance with section 106 of the Act and any other enabling powers.

3 CONDITIONALITY

3.1 Clauses 2 (Statutory Provisions), 3 (Conditionality), 6 (Confirmation of Interest), 7 (Index Linked), 12 (Interest on Late Payment), 14 (No Fetter of Discretion), 19 (Notices), 21 (Value Added Tax), 22 (Third Party Rights) and 23 (Jurisdiction) of this Deed shall take effect on the date hereof.

3.2 The remainder of this Deed is conditional on the grant and issue of the Planning Permission and Commencement of Development.

3.3 In the event that the Planning Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Deed is also conditional upon:

- (a) The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:
 - (i) Necessary to make the Development acceptable in planning terms; and
 - (ii) Directly related to the Development; and
 - (iii) Fairly and reasonably related in scale and kind to the Development; and
 - (iv) Complies, in all other respects with Regulation 122 of the CIL Regulations.

4 COVENANTS TO THE COUNCIL

4.1 The Owner covenants and agrees with the Council and or County Council (as applicable) with the intent to bind each and every part of the Site:

- (a) To give the Council and the County Council written notice of the date of Commencement of Development within 7 (seven) Working Days of it occurring in the form set out in the Commencement Notice at Appendix 1;
- (b) To carry out the Development in a manner consistent with the provisions of the Planning Permission unless otherwise agreed with the Council; and
- (c) To perform the covenants, restrictions and obligations contained in this Deed and in the Schedules to this Deed.

5 COVENANTS BY THE COUNCIL AND COUNTY COUNCIL

- 5.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 3.
- 5.2 ~~The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the Schedule 4.~~

6 CONFIRMATION OF INTEREST

- 6.1 The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.
- 6.2 Until the covenants, restrictions and obligations in the Schedule 1 and Schedule 2 have been complied with, the Owner will give to the Council and the County Council; within 7 (seven) Working Days, notice of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site by way of the Change in Ownership Form PROVIDED THAT this obligation shall not apply to any conveyance, transfer, lease, assignment, mortgage or other disposition of an individual Dwelling or to a statutory undertaker acquiring an interest for the purposes of its undertaking.

7 INDEX LINKED

- 7.1 All financial contributions payable to the Council and the County Council shall be Index Linked.
- 7.2 Where reference is made to the Index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or the County Council (as the case may be) shall advise the Owner in writing.

7.3 The Owner agrees that any sum payable by the Owner and referred to in the Schedule 1 shall be increased by the application of the following formula:

A = B x C is equal to or greater than 1

D

where 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 at the date payment falls due

D is the BCIS Index at the date of the grant Planning Permission

and Indexation shall be construed accordingly;

8 RELEASE

8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site, or parting with its interest in that part of the Site to which the relevant covenant, restriction or obligation relates, save in respect of any breach subsisting prior to parting with such interest.

8.2 Save in respect of the obligations relating to Affordable Housing set out in the Schedule 2, this Deed shall not be enforceable against any owner or occupier of any Dwelling provided as part of the Development or any statutory undertaker acquiring an interest in the Site for the purposes of its undertaking or against their mortgagees, chargees or person deriving title from them.

8.3 Save in respect of the obligations relating to Affordable Housing set out in the Schedule 2 this Deed shall not be enforceable against any Registered Provider who acquires an interest in the Site or against their mortgagees, chargees or person deriving title from them.

9 DETERMINATION OF DEED

9.1 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of sections 91, 92 and 93 of the Act or is revoked or modified in accordance with sections 97 to 100 inclusive of the Act without the consent of the Owner this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach) with the exception of clause 11 (costs).

10 LOCAL LAND CHARGE

10.1 This Deed is a local land charge and shall be registered as such by the Council.

11 COSTS

The Owner shall pay to the Council on or before the date of this Deed:

11.1 the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed; and

11.2 the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed and the County Council Monitoring Fee.

12 INTEREST ON LATE PAYMENT

12.1 If any sum or amount has not been paid to the Council or to the County Council by the Specified Date, the Owner shall pay the Council or to the County Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis from the Specified Date until actual payment.

13 DISPUTES

13.1 The Parties shall use their Reasonable Endeavours to resolve any dispute, controversy or claim arising out of or relating to this Deed, including but not limited to any question

regarding its breach, existence, validity or termination or the legal relationships established by this Deed, within 28 (twenty eight) days of the dispute arising.

- 13.2 Failing the resolution of any such dispute, disagreement or difference within 28 (twenty eight) days of the same arising it may be referred for determination in accordance with the provisions of this clause 13 on the reference of any of the Parties to the dispute.
- 13.3 Any dispute, disagreement or difference arising out of the provisions relating to Affordable Housing the same shall be referred to an independent Chartered Surveyor of at least fifteen (15) years standing who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of RICS or their deputy.
- 13.4 In the case of any legal requirement or interpretation or other matter regarding this Deed the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council.
- 13.5 The determination of the Expert (including any determination as to the responsibility for the payment of their own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.
- 13.6 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:
 - (a) the Expert shall call for representations from all Parties within 21 days of a reference to them under this Deed and require the Parties to exchange representations within this period;
 - (b) the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in clause 13.6(a) above to make counter representations;

- (c) any representations or counter representations received out of time may be disregarded by the Expert;
- (d) the Expert shall provide the Parties with a written decision (including their reasons) within 28 days of the last date of receipt of counter representations and the Expert shall be entitled to call for such independent expert as they shall think fit;
- (e) Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award;
- (f) unless this Deed has already been terminated each of the respective Parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute for resolution pursuant to this clause 13.6(g) (but without prejudice to the rights and obligations of the respective Parties in relation to the termination of the Deed).

14 NO FETTER OF DISCRETION

- 14.1 Nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

15 WAIVER

- 15.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the obligations, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations, terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

16 FUTURE PERMISSIONS

- 16.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or

modification, variation or amendment thereof) granted after the date of the Planning Permission.

17 AGREEMENTS AND DECLARATIONS

- 17.1 The parties agree that nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
- 17.2 Where the agreement, approval, consent or expression of satisfaction is required from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

18 SECTION 73 CONSENTS

- 18.1 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:
 - (a) the obligations in this Deed shall relate to and bind such Section 73 Consent; and
 - (b) the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself

PROVIDED THAT:

- 18.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
- 18.3 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent.

19 NOTICES

19.1 Any notice or other communication to be given under this Deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service; or
- (c) by commercial courier; or
- (d) by email to planning@arun.gov.uk quoting the Planning Application number.

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

- (a) to the Council at: Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF for the attention of the Planning Department and quoting the Planning Application number;
- (b) to the County Council at the Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application Number;
- (c) to the Owner at Davison House, North Street, Worthing BN11 1ER (addressed for the attention of the Director of Development)

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

- (a) if delivered by hand, on signature of a delivery receipt PROVIDED THAT if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

- (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed; or
- (d) if sent by email to the Council at planning@arun.gov.uk provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day.

19.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, applicable, any arbitration or other method of dispute resolution.

20 CANCELLATION OF ENTRIES

- 20.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 20.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 10 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

21 VALUE ADDED TAX

- 21.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
- 21.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the

right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

22 THIRD PARTY RIGHTS

22.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

23 JURISDICTION

23.1 This Deed is governed by and interpreted in accordance with the law of England.

SCHEDULE 1

COVENANTS BY THE OWNER

PART 1

The Owner covenants as follows:

1. BIODIVERSITY GAIN PLAN

- 1.1. To provide the Council with reports from the Habitat Bank Provider evidencing the delivery and ongoing management of the Off – Site Biodiversity Units in accordance with the approved Biodiversity Gain Plan for the reporting years as agreed.
- 1.2. Not to permit First Occupation of the Development until the Biodiversity Net Gain Credits have been secured and proof site is recorded on the BNG Register and to the satisfaction of and as approved in writing by the Council.

PART 2

The Owner covenants with the County Council:

2. HIGHWAY WORKS SCHEME

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

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

2.3 Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council.

2.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council

2.5 To Complete the North Western Footway prior to the First Occupation of the Development, ensuring it is available for use by the public.

2.6 To Complete the Toddington Lane Footway at the point that the footway works secured under planning permission LU/206/21/RES are being undertaken to ensure proper alignment, or at such other time as agreed in writing with the County Council.

2.7 The Owner shall not permit or allow the First Occupation of any Dwelling within the Development unless and until the North Western Footway has been fully completed and is available for public use to the satisfaction of the County Council.

2.8 The Owner shall ensure that the Highways Works are completed to the satisfaction of the County Council in accordance with the approved plans and specifications

The Owner covenants with the Council:

3. OPEN SPACE CONTRIBUTION

3.1 To pay the sum of £1,730.30 per dwelling to the Council before the Commencement of Development.

SCHEDULE 2

PART 1 – AFFORDABLE HOUSING

The Owner covenants with the Council as follows:

1 GENERAL

- 1.1 That hundred percent (100%) of the Dwellings shall be Provided as Affordable Housing Units;
- 1.2 To Provide the Affordable Housing Units in accordance with the Planning Permission, (subject to any amendments agreed by the Council in writing from time to time);
- 1.3 Subject to paragraph 1.4 of this Schedule, with effect from the date on which they are completed the Affordable Housing Units shall not be Occupied other than by a Qualifying Occupier and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Affordable Housing Units but to all subsequent occupiers of the Affordable Housing Units.

2 AFFORDABLE HOUSING

- 2.1 For the avoidance of doubt the provisions in this paragraph 2 of this Schedule shall apply to the Affordable Housing Units which are dealt with in paragraph 3 of this Schedule below.
- 2.2 For the disposal of the Affordable Housing Units they shall not be used other than for Affordable Housing to be provided to households in accordance with the paragraph 2.5 below prevailing at the time when allocations are made and shall be retained in perpetuity as Affordable Housing save that:
 - (a) an Affordable Housing Unit is Occupied in accordance with this paragraph nothing in this Deed shall prevent the Occupation of that Dwelling by the spouse partner or dependants of that person or such other category of person entitled to Occupy or continue to Occupy under prevailing housing legislation;

- (b) where an Affordable Housing Unit is Occupied in accordance with this paragraph by the spouse or partner nothing in this Deed shall prevent the continued Occupation of that Dwelling by the survivor of them or such other category of person entitled to Occupy or continue to Occupy under prevailing housing legislation;
- (c) any tenant (including their mortgagees or chargees or successors in title) who has exercised the right to buy pursuant to the Housing Act 1996 will not be bound by this Deed;
- (d) e Housing Act 1996 or any other statutory provision for the time being in place in respect of a particular Affordable Housing Unit will not be bound by this Deed;
- (e) any RP Mortgagee or any successor in title to the RP Mortgagee shall not be bound by this Deed provided that the RP Mortgagee has first complied with paragraph 2.4(b) of this Schedule.

2.3 That all the Affordable Housing shall be advertised in accordance with the Council's Housing Allocations Policy to the satisfaction of the Council;

2.4 To notify the Council in writing on each occasion during the period of seven years beginning with the date of Commencement of Development on which an Affordable Housing Unit ceases to be a qualifying dwelling within the meaning of the CIL Regulations.

2.5 Future Provisions

- (a)
 - (i) Nothing in this Deed shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Owner in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;

(ii) The provisions of this Part 2 of this Schedule 2 shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

(A) statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or

(iii) In the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier, the matter shall be determined by the Council (acting reasonably).

(b) **Mortgagee in Possession Clause**

(i) The Affordable Housing provisions in this Deed shall not be binding on a RP Mortgagee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such RP Mortgagee PROVIDED THAT:

(A) such RP Mortgagee 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 (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing 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 RP Mortgagee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

SCHEDULE 3

COVENANTS BY THE COUNCIL

The Council covenants with the Owner as follows:

1. REPAYMENT OF CONTRIBUTIONS

- 1.1** To use all financial contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 1.2** Save for sums relating to ongoing management and maintenance, in the event of any sum (or part) paid under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which sum (or part) was paid for a period of 10 (ten) years from the date of the payment thereof the said sum (or part) together with interest at the Base Rate shall to that extent on demand to the person who made the payment provided that if the Council (or relevant third party) has entered into a contract prior to the expiry of the 10 (ten) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.
- 1.3** To provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the financial contributions paid by the Owner under this Deed.

APPENDIX 1

COMMENCEMENT NOTICE

Pursuant to Clause 4.1 in the Agreement Described Below

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

Dated: this day of 20

Signed:

On Behalf of:

To:

(1) Group Head of Planning, Arun District Council, The Civic Centre, Maltravers Road, Littlehampton BN17 5LF (email: planning@arun.gov.uk)

(2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester P019 1RQ ([REDACTED])

From:

.....
.....
.....
.....
.....

Development At:

Nature of Development:
.....
.....
.....

Planning Permission Date & Reference (include outline and reserved matters if relevant):
.....
.....
.....

Planning Obligation Date & Liable Parties:
.....
.....
.....

.....
.....
Start Date:

APPENDIX 2

PLAN



APPENDIX 3

DRAFT NOMINATIONS AGREEMENT

DATED

20{ }

(1) {•}{ }{ }

AND

(2) ARUN DISTRICT COUNCIL

AGREEMENT OF NOMINATION

relating to
rented units at

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9	AGREEMENTS AND DECLARATIONS	42

THIS AGREEMENT OF NOMINATION RIGHTS is made on

20{ }

BETWEEN

(1) {•}{ } of {•}{ } ; and

(2) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton BN15 7LF.

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 3.15).

“Property” means the land at shown edged red on the attached plan.

“Rented Units” residential units in the form of houses.

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

“Tenancy Agreement” means an assured Tenancy Agreement or a starter 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 Housing Corporation under the Housing Act 1996.

“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.

2 ENABLING PROVISIONS

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

3 PROCEDURE

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

Initial Lets

- 3.1 The 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.
 - 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
 - (a) specify the appropriate category of Rented Unit to which it relates; and
 - (b) 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 whereupon the procedure set out in clause 3.6 and this clause shall be repeated.
- 3.8 In the event of the second selected Nominee failing to accept the 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:
 - (a) the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and
 - (b) 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.

Provision of information and alteration of lists

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

- (a) a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
- (b) a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
- (c) a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- (d) a person accepting an offer of a tenancy from the RSL;
- (e) the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.19.

3.14 In the event of a notice being served pursuant to clause 3.13 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.

3.15 Within 10 working days of the Council receiving notice served in accordance with clause 3.13 above save for notice under 3.13(d) 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.

3.16 If the Council shall within the period mentioned in clause 3.15 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 as soon as reasonably practicable.

3.17 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.

3.18 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.

3.19 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 reasonable opinion of the RSL the grant of Tenancy Agreement to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.

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

3.21 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.

3.22 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.

5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

The RSL shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Housing corporation 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 in possession or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.

7 DISPUTES

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

8 COSTS

The 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.

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

APPENDIX 4

APPROVED AFFORDABLE PROVIDERS

Provider	Contact and email	Address	Tel. No
Clarion Housing Group	Liz Hills, Head of Development (New Projects) [REDACTED]	Upton House, 7 Perrymount Rd, Haywards Heath, RH16 3TN	[REDACTED]
The Guinness Partnership	Claudette Rawlinson, New Business Manager [REDACTED]	33 East Street Havant PO9 1AA	[REDACTED]
The Hyde Group	John Martin [REDACTED]	Telecom House 125 - 135 Preston Road Brighton BN1 6AF	[REDACTED]
Worthing Homes	Mazhar Ali Development Manager [REDACTED]	Davison House North Street Worthing BN11 1ER	[REDACTED]
Stonewater	Jacqueline Burton, Development Officer [REDACTED]	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY	[REDACTED]
Saxon Weald	Mona Johansson, Programme Manager [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham RH12 1DT	[REDACTED]
Hastoe Housing Association		Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames KT1 4BH	[REDACTED]
Aster Group	Edward Till, Development Manager [REDACTED]		[REDACTED]
Arun District Council	Moh Hussein, Interim Group Head of Residential Services [REDACTED]	Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF	[REDACTED]
National Community Land Trust Network	Any Community Land Trust operating within the District of Arun, which is also a member of this network (NCLTN)	National CLT Network 7-14 Great Dover Street, London, SE1 4YR	[REDACTED]

APPENDIX 5
CHANGE IN OWNERSHIP FORM

Pursuant to Relevant Clause in Planning Obligation Described Below

Please accept this as written notification of a change in ownership regarding the site below.

Dated this day of 20

Signed.....

(Name)

On behalf of

Name of Transferee:	
Full address of Transferee (registered office if a company):	
Development at:	
Nature of development:	
Planning Permission Reference:	

Agreement Date:

Please submit a location plan with the area of land transferred edged in red or clearly identified.

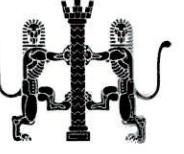
APPENDIX 6
HIGHWAYS WORKS PLAN



APPENDIX 7

AFFORDABLE HOUSING PLAN

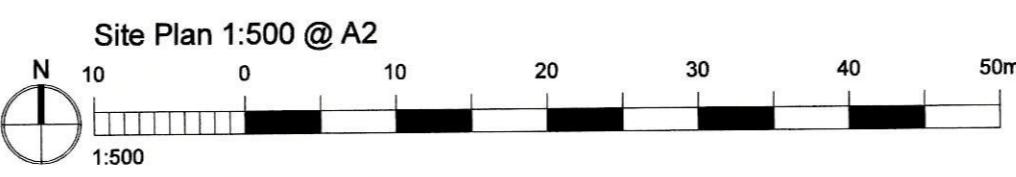
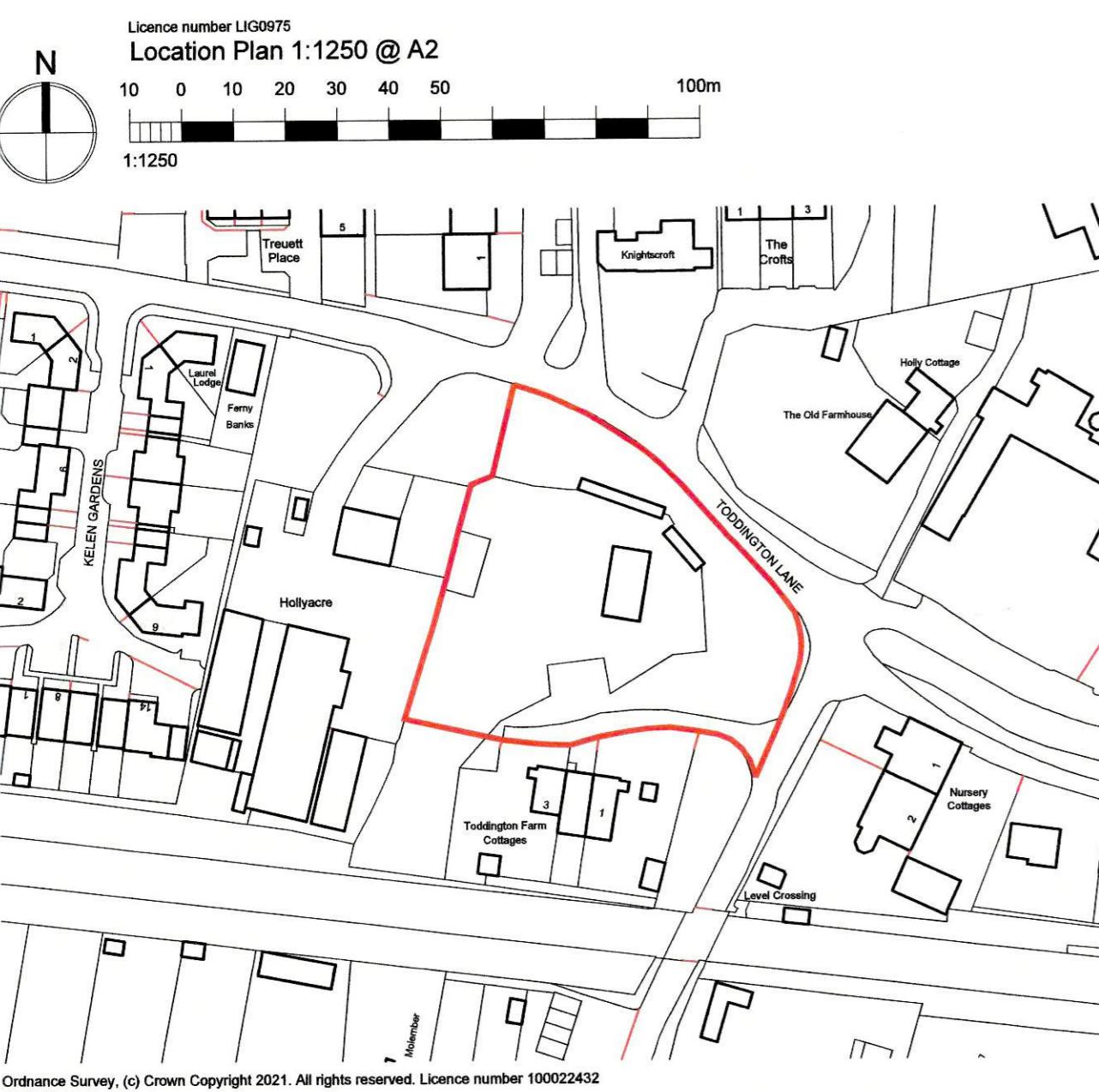
Notes
 1. This drawing is the copyright of MH Architects Ltd
 2. Do not scale this drawing except for Local Authority planning purposes
 3. All dimensions must be checked on site by the contractor prior to commencement of the works.



Client Approval

A - Approved
 B - Approved with comments
 C - Do not use

Rev.	Revision Note/Purpose of Issue	Drw By	Date	Chk By	Date
P01	Preliminary Issue	TM	21/02/23	NKS	21/02/23
P02	Road name detail	TM	21/02/23	NKS	21/02/23
P03	Layout	TM	25/03/24	NKS	25/03/24



Worthing Homes
 Land at Toddington Lane
 Toddington
 West Sussex

Drawing title
 Site Location Plan
 and Block Plan

Drawn Date Checked Date Scale at A2
 TM 21/02/23 NKS 21/02/23 varies
 Job No. Pro. Org. Zone Level Type Role No. Rev.
 21-097 TDL MHA XX XX Dr A 001 P05
 Purpose of Issue

PLANNING

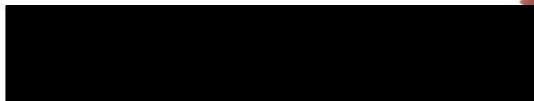
Ground Floor | Bicentennial Building
 Southern Gate | Chichester
 West Sussex | PO19 8EZ

United Company
 Registered in England No. 1994233

mh
 ARCHITECTS

THIS DEED has been executed as a deed, is delivered, and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing
THE COMMON SEAL of
ARUN DISTRICT COUNCIL
in the presence of:



Authorised Signatory

Name: Zinat Owoode - Oyeosa
Job Title: PLANNING LAWYER
Seal Book Number: 177/2025

EXECUTED AS A DEED by affixing
THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
in the presence of



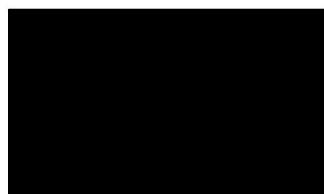
33838/2025

Authorised Signatory

3390

EXECUTED as a deed by:
Worthing Homes Limited
By the affixation of its common seal

In the presence of



Authorised Signatory

Authorised Signatory